



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: April 23, 2013

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Contract For Conceptual Design Of The Union Pacific Railroad Bridge Over Cabrillo Boulevard

RECOMMENDATION: That Council:

- A. Authorize the City Administrator to enter into a Memorandum of Understanding, approved as to form by the City Attorney, with the Santa Barbara County Association of Governments for the Conceptual Design of the Union Pacific Railroad Bridge over Cabrillo Boulevard;
- B. Authorize the Public Works Director to execute a City Professional Services contract with HDR Engineering, Inc., in the amount of \$90,085, in a form of agreement approved by the City Attorney, for conceptual design services for the Union Pacific Railroad Bridge over Cabrillo Boulevard, and authorize the Public Works Director to approve expenditures of up to \$9,000 for extra services of HDR Engineering, Inc., that may result from necessary changes in the scope of work; and
- C. Increase appropriations and estimated revenues in the Streets Capital Fund by \$99,105 for the Conceptual Design of the Union Pacific Railroad Bridge over Cabrillo Boulevard funded from a payment from the Santa Barbara County Association of Governments.

DISCUSSION:

Replacement and lengthening of the existing 100-year old Union Pacific Railroad Bridge (UPRR Bridge) over Cabrillo Boulevard (see Attachment 1 for vicinity map) is fundamental to the success of the planned Highway 101 High-Occupancy Vehicle (HOV) Project. The UPRR Bridge's length cannot accommodate the needs of the HOV Cabrillo Boulevard/101 Freeway Interchange (Interchange) for the expected number of Cabrillo Boulevard vehicle lanes, and provide accommodations for bike lanes and sidewalks. The completion of this proposed conceptual design will increase the likelihood that the Interchange improvements will include the necessary added vehicular lanes under the UPRR Bridge and provide accommodations for bicycles and pedestrians. The recently completed Highway 101 Operational Improvements Project's

(Improvements Project) newly constructed sidewalks and bike path currently lead to a dead end, forcing pedestrians to walk in the vehicle lane shoulders under the UPRR Bridge. It is anticipated that the conceptual design will connect bicycle and pedestrian paths at Los Patos Drive and Coast Village Road/Old Coast Highway.

BACKGROUND

Improvements to the Interchange were recently made as a part of the Improvements Project. However, they did not include the originally planned accommodations for cyclists and pedestrians under the UPRR Bridge. Originally, the Improvements Project included a tunnel under the UPRR tracks that was parallel to Cabrillo Boulevard to accommodate bicyclists and pedestrians. These project improvements were foregone because the UPRR was not comfortable with the proposed tunnel and requested that the bridge over Cabrillo Boulevard be lengthened instead. Since the lengthening of the UPRR Bridge was beyond the budget and the time limitations for completing the Improvements Project, no bicycle or pedestrian improvements along Cabrillo Boulevard under the UPRR Bridge were constructed.

The HOV Project proposes to reconstruct the Interchange and re-establish a southbound on-ramp. The proposed interchange is expected to increase the traffic volumes under the UPRR Bridge and eliminate any right turn lane for the re-established southbound on-ramp. Accordingly, adding additional vehicle capacity under the UPRR Bridge is necessary to ensure that historical traffic back-ups on Cabrillo Boulevard do not become worse. Reconstructing the UPRR Bridge will both ensure needed vehicle capacity for the new interchange and finish the needed bike and pedestrian improvements forgone with the last project.

The Santa Barbara County Association of Governments (SBCAG) is asking City staff to conduct the conceptual engineering of the bridge replacement because they believe that a successful design is most probable with the City working directly with the UPRR (See Attachments 2 and 3). To date, Caltrans and SBCAG have been unwilling to include the bridge replacement in the proposal to improve the HOV Cabrillo Freeway Interchange. By completing the conceptual design, the City will have the best opportunity to establish a feasible design and cost, and to obtain Union Pacific's willingness to cooperate/participate in the bridge replacement. Leaving the responsibility to develop a concept plan for the UPRR Bridge replacement to SBCAG has been, and is predicted to continue to be, unproductive.

If the UPRR Bridge replacement is feasible and supported by the UPRR, staff will return the lead role of the project to SBCAG to determine the approach to construct the Bridge. City staff's goal is to work with SBCAG staff to obtain funding for the construction of the bridge replacement in conjunction with, or prior to, the approval the Coastal Development Permit for the Highway 101 HOV Project.

PROJECT DESCRIPTION

The work consists of an engineering evaluation of the existing alignment and profile of both the railroad and the Cabrillo Boulevard roadway. This evaluation will determine conceptual design alternatives and costs for a bridge replacement that would accommodate bikes and pedestrians, and would complete the link between Los Patos Way and Coast Village Road/Old Coast Highway.

CONCEPTUAL DESIGN PHASE CONSULTANT ENGINEERING SERVICES

Staff recommends that Council authorize the Public Works Director to execute a contract with HDR Engineering, Inc. (HDR), in the amount of \$90,085 for conceptual design services of the UPRR Bridge over Cabrillo Boulevard. With headquarters in Omaha, Nebraska, HDR is has significant experience working with the UPRR on such complex projects. Because of HDR's experience with UPRR, the City has negotiated exclusively with HDR on the scope of services and fee to complete this conceptual design.

FUNDING

Funding for the conceptual design phase will come from the \$99,105 that SBCAG will issue for this purpose. This amount represents the full extent of the unspent funds remaining from the City's contribution to earlier efforts to complete the design of bike and pedestrian improvements at this location.

With the receipt of funds from SBCAG, there will be sufficient funds in the Streets Capital Fund to cover the contract costs for the conceptual design phase. City staff costs will also be funded from the Streets Capital Fund.

Funds for final design and construction will be determined by SBCAG. Costs for these phases are initial estimates and will be refined with the conceptual design. Funding for future work will require continued cooperation between SBCAG, Caltrans, and the City.

ATTACHMENT(S):

- 1) Vicinity Map
- 2) Memorandum of Understanding
- 3) SBCAG Staff report, March 21, 2013

PREPARED BY: John Ewasiuk, Principal Civil Engineer/BD/sk

SUBMITTED BY: Christine F. Andersen, Public Works Director

APPROVED BY: City Administrator's Office



Old Coast Highway

Hot Springs Roundabout

US 101 South

Los Patos Way

Bird Refuge

Cabrillo Boulevard

Union Pacific Railroad Bridge

US 101 North

MEMORANDUM OF UNDERSTANDING
Between the Santa Barbara County Association of Governments
and the City of Santa Barbara

This memorandum of understanding between the Santa Barbara County Association of Governments (SBCAG) and the City of Santa Barbara (CITY) is entered into with the authorization of the Board of Directors of the SBCAG and the City Council of CITY and herein referred to collectively as PARTIES.

WHEREAS, SBCAG and CITY desire to make cost effective improvements along Cabrillo Boulevard under U.S. 101 and the Union Pacific Railroad (UPRR) bridge to safely connect bicycle and pedestrian paths at Los Patos Drive and Coast Village Road\Old Coast Highway (PROJECT); and

WHEREAS, an engineering study by SBCAG in conjunction with the U.S. 101 Milpas\Cabrillo-Hot Springs project was unsuccessful in securing the approval of UPRR for a bike\pedestrian tunnel PROJECT under their tracks; and

WHEREAS, subsequent efforts by SBCAG and CITY to design an interim PROJECT of raised sidewalk improvements on the shoulder of Cabrillo Boulevard raised safety and cost\benefit concerns and did not garner policy support at SBCAG; and

WHEREAS, SBCAG and CITY have concluded that the best long term PROJECT is a replacement of the UPRR bridge over Cabrillo Boulevard to provide improved roadway and shoulder width for vehicles and to accommodate bicycle and pedestrian facilities; and

WHEREAS, the CITY had previously provided funding for SBCAG's engineering efforts for the tunnel and interim sidewalk iterations of PROJECT; and

WHEREAS, a balance of unspent funds remains on account with SBCAG; and

WHEREAS, SBCAG and CITY believe that the CITY is best equipped to conduct preliminary engineering of the PROJECT specifically to include UPRR bridge replacement alternatives; and

WHEREAS, CITY has negotiated a scope of services with an engineering consultant to perform preliminary engineering for PROJECT with alternatives to replace the UPRR bridge;

NOW THEREFORE, the PARTIES do mutually agree as follows:

1. The purposes of conducting preliminary engineering are (1) to complete preliminary design and cost estimates for feasible alternatives for PROJECT, (2) for CITY to gain acceptance in writing from UPRR of a bridge replacement PROJECT prior to Coastal Development Permit application being submitted by Caltrans to CITY for the U.S. 101 HOV project and (3) to inform SBCAG, Caltrans and CITY of the extent to which PROJECT can be coordinated with the U.S 101 HOV project.
2. SBCAG will issue a check to the CITY in the amount of \$99,105 to conduct preliminary engineering of PROJECT which represents the full extent of the unspent funds remaining from CITY'S contribution to prior iterations of PROJECT.
3. CITY shall retain the services of a qualified consulting firm to conduct the preliminary engineering work necessary for the PROJECT, develop cost estimates for the alternatives, and present the PROJECT alternatives to UPRR and Caltrans for input, review and acceptance.

4. CITY shall assemble a project development team and conduct meetings of the team for the duration of preliminary engineering that shall include at a minimum, representatives of CITY, SBCAG and Caltrans.
5. CITY shall present results from the preliminary engineering of PROJECT to the CITY Planning Commission for concept review on the environmental and coastal resource impacts of PROJECT, the feasibility of PROJECT's preliminary design, comments or acceptance by UPRR and Caltrans; and the PROJECT's applicability to fulfill the related Coastal Development Permit condition placed on the Milpas to Hot Springs project.

Amendments to this memorandum of understanding shall require approval by the SBCAG Board of Directors and the Santa Barbara City Council.

Made and entered into on this ____ April, 2013.

CITY OF SANTA BARBARA
a Municipal Corporation

SANTA BARBARA COUNTY ASSOCIATION
OF GOVERNMENTS

Mr. James Armstrong
City Administrator

Mr. Jim Kemp
Executive Director

ATTEST:

Gwen Peirce, CMC
Santa Barbara City Clerk

APPROVED AS TO FORM:
Stephen P. Wiley
Santa Barbara City Attorney



STAFF REPORT

SUBJECT: Cabrillo Blvd Improvements

MEETING DATE: March 21, 2013

AGENDA ITEM: 7D

STAFF CONTACT: Fred Luna/Steve VanDenburgh

RECOMMENDATION:

Approve a Memorandum of Understanding with the City of Santa Barbara to return \$99,105 for preliminary engineering of the UPRR bridge replacement at Cabrillo Blvd.

SUMMARY:

Approval of the MOU with the City of Santa Barbara would return \$99,105 to the City that was given to SBCAG by the City. The funds were intended to be used by SBCAG to make bicycle and pedestrian improvements to Cabrillo Boulevard under the UPRR tracks. SBCAG was unsuccessful in identifying a project short of replacing the 100 year old UPRR bridge over Cabrillo Blvd. Using the returned funds, the City will take on the responsibility of preparing preliminary engineering plans for a bridge replacement project. SBCAG will participate on the project team with City staff and Caltrans. The South Coast Subregional Committee recommended approval of the MOU at their March 6 meeting.

DISCUSSION:

In February, the South Coast Subregional Committee directed staff to develop a Memorandum of Understanding to return to the City of Santa Barbara \$99,105 in unspent funds it provided to SBCAG to engineer pedestrian/bicycle improvements at the UPRR bridge on Cabrillo Blvd. The funds will be used by the City to pay for preliminary engineering for a bridge replacement.

A bridge replacement project is the third iteration of proposed improvements at this location to increase bike\ped safety and close a gap in the multi-purpose path between Los Patos Drive and Coast Village Road. From approximately 2007-2010, a team composed of SBCAG, Caltrans and the City had developed numerous proposals to tunnel under UPRR's tracks. UPRR rejected all options for tunneling under its tracks. The South Coast Subregional Committee in July 2012 had significant concerns about the safety benefits and legal liabilities to SBCAG of an "interim" improvement developed by SBCAG and the City that avoided impacting UPRR right of way with a raised sidewalk under the bridge on Cabrillo Blvd. Rather than transfer funding and lead agency status to the City to implement an interim improvement, the Committee directed staff to work with the City to integrate a gap closure safety project into a longer term solution coordinated with the 101 HOV project.

At this time, it is the project team's belief that a bridge replacement may be the best long term solution at this location. The team believes that the City of Santa Barbara's Public Works Department is best equipped to be the lead agency to engineer this complex project in coordination with UPRR and Amtrak to replace the 100 year old UPRR owned bridge while train services remain in operation.

Approximately \$99,000 in funds contributed to SBCAG by the City for the Cabrillo bike/ped project remains unspent. The South Coast Subregional Committee recommended at its March 6 meeting that the SBCAG board approve the attached MOU to return these funds to the City. The City would take the lead responsibility for completing the preliminary engineering work for replacement of the Cabrillo bridge. The MOU has been prepared by the staffs and counsels from the two agencies. Aside from returning funding, SBCAG's role would be to continue to assist the City as a member of the project team along with Caltrans.

An additional \$2.6 million in SBCAG's federal Transportation Enhancement funding, state-awarded safety funding, Measure D and city funds have been accumulated for the bike/ped improvements. Those funds will be held in reserve until the completion of preliminary engineering which SBCAG staff estimates will take 6-12 months. At that time, the City will return to the South Coast Subregional Committee to share the outcome of preliminary engineering including the project scope and cost of the bridge replacement project, how it could be coordinated with the 101 HOV project, and to request the funding in reserve.

COMMITTEE REVIEW:

The South Coast Subregional Planning committee approved a recommendation that the board approve the MOU at its March 6th, 2013 meeting.

ATTACHMENTS: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
Between the Santa Barbara County Association of Governments
and the City of Santa Barbara

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WHEREAS, SBCAG and CITY believe that the CITY is best equipped to conduct preliminary engineering of the PROJECT specifically to include UPRR bridge replacement alternatives; and

WHEREAS, CITY has negotiated a scope of services with an engineering consultant to perform preliminary engineering for PROJECT with alternatives to replace the UPRR bridge;

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2. SBCAG will return to the CITY funds in the amount of \$99,105 which represents the full extent of the unspent funds remaining from CITY'S contribution to prior iterations of PROJECT.
3. CITY shall retain the services of a qualified consulting firm to conduct the preliminary engineering work necessary for the PROJECT, develop cost estimates for the alternatives, and present the PROJECT alternatives to UPRR and Caltrans for input, review and acceptance.

4. CITY shall assemble a project development team and conduct meetings of the team for the duration of preliminary engineering that shall include at a minimum, representatives of CITY, SBCAG and Caltrans.
5. CITY shall present results from the preliminary engineering of PROJECT to the CITY Planning Commission for concept review on the environmental and coastal resource impacts of PROJECT, the feasibility of PROJECT's preliminary design, comments or acceptance by UPRR and Caltrans; and the PROJECT's applicability to fulfill the related Coastal Development Permit condition placed on the Milpas to Hot Springs project.
6. CITY and SBCAG agree to the provisions outlined in Exhibit A.

Amendments to this memorandum of understanding shall require approval by the SBCAG Board of Directors and the Santa Barbara City Council.

Made and entered into on this _____, _____ 2013.

CITY OF SANTA BARBARA
a Municipal Corporation

SANTA BARBARA COUNTY ASSOCIATION
OF GOVERNMENTS

Mr. James Armstrong
City Administrator

Mr. Roger Aceves
Chair

ATTEST:

ATTEST:

Gwen Peirce, CMC
Santa Barbara City Clerk

Jim Kemp, Executive Officer
Clerk of the Board

APPROVED AS TO FORM:
Stephen P. Wiley
Santa Barbara City Attorney

APPROVED AS TO FORM:
Dennis Marshall
County Counsel



William M. Dillon,
Senior Deputy County Counsel

Exhibit A
INDEMNIFICATION AND NON-PARTNERSHIP

MUTUAL INDEMNIFICATION

CITY shall defend, indemnify and save harmless the SBCAG, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CITY or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the SBCAG.

CITY shall notify the SBCAG immediately in the event of any accident or injury arising out of or in connection with this MOU.

SBCAG shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the SBCAG or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the CITY.

SBCAG shall notify the CITY immediately in the event of any accident or injury arising out of or in connection with this MOU.

NON-PARTNERSHIP

This MOU is not intended by the PARTIES to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the PARTIES shall be only those expressly set forth herein.