F13

City of Hiawatha

Engineering Department

101 Emmons St., Hiawatha Iowa, 52233-1697
PHONE (319) 393-1515 ext. 511 FAX (319) 393-1516

To: **Mayor and City Council** **Date:** **April 28, 2016**

From: John Bender PE, City Engineer

Re: **Robins Road Street Crossing Repair**

Description: Agreement with the Railroad for Construction of At-Grade Surface Repair

Report:

The Chicago Central and Pacific Railroad has proposed a Coop Agreement to replace the existing crossing at the Robins Road location. This is an existing asphalt crossing that was completed sometime in the 1990's. The track as settled and the crossing is very rough.

The agreement with the railroad will be to participate in the cost of the new rubberized crossing. There will also be some approach work to blend into the new track elevation. Total City cost in the agreement is estimated to be approximately $43,000 plus the approach work that we are estimating to be another $8,000 to $10,000. The railroad will do the work something this summer.

The other option is not to participate in the rubberized crossing, but the standard repair for the railroad is a timber crossing. We would also be responsible for a portion that cost as well, estimated to be about one half the improved rubberized crossing. The timber crossing is a much less quality product that can be damage by cars, trucks, and snow removal equipment. Because we have joint authority over public railroad crossings, the best plan seems to be participating in the highest quality repair.

This project was not on our radar and not included in the CIP. The funding would be a combination of capital project funds and LOSST funds. Engineering recommends approving an agreement with the railroad for repair of the Robins Road railroad crossing.

If you need any further information, please let me know.

COOPERATIVE AT-GRADE CROSSING SURFACE REPAIR PROJECT
COST AGREEMENT

Between

Chicago, Central & Pacific Railroad Company

And

City of Hiawatha Iowa

For construction of surface improvements at the Robins Road at-grade railroad crossing located on CCP Railroad Company's track

County: Linn

FRA No: 307831M

Road: Robins Road, Hiawatha, IA

DIRECT ALL COMMUNICATIONS REGARDING THIS PROJECT TO:

HIGHWAY AUTHORITY

Contact Person:	John Bender Hiawatha City Engineer
Address:	101 Emmons Street Hiawatha, Iowa, 52233
Office Telephone No.:	(319) 393-1515 ext 511
Fax Telephone No.:	(319) 393-1516
Email Address:	engineeringcoord@hiawatha-iowa.com

COMPANY

Contact Person:	**Harlan Arians** **Manager Public Works**
Address:	Chicago, Central and Pacific Railroad Company 1006 East Fourth Street Waterloo, IA 50703
Office Telephone No.:	319-236-9205
Fax Telephone No.:	319-236-9207
Email Address:	harlan.arians@cn.ca

COOPERATIVE SURFACE REPAIR
FORCE ACCOUNT AGREEMENT

This **AGREEMENT** is between CITY OF HIAWATHA, IOWA, hereinafter referred to as the **HIGHWAY AUTHORITY**, and CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, hereinafter referred to as the **COMPANY**.

The HIGHWAY AUTHORITY and the COMPANY agree to upgrade and renew the at-grade crossing located at Robins Road, Hiawatha, Iowa, identified as DOT #307831M, and further agree as follows;

SECTION I. Work Statement and Performance. The COMPANY and the HIGHWAY AUTHORITY have determined the extent of the repair to be performed at this crossing, including railway, roadway approach modifications, and replacement of any existing sidewalks and/or recreational trails, and the agreed work is generally described as follows;

The HIGHWAY AUTHORITY agrees to:

A. Provide traffic control and signage necessary for the required highway closure and detours. The highway will be fully closed during the construction of the crossing. The COMPANY and the HIGHWAY AUTHORITY will agree to the starting date of the crossing repairs at least two (2) weeks in advance of the starting time to allow the HIGHWAY AUTHORITY reasonable time to place appropriate traffic control devices.

A. Saw approach pavements and remove pavement and header. Saw cuts will be not less than 10 feet 0 inches (10'-0") from the center of the track. Disposal of all waste material is the responsibility of the HIGHWAY AUTHORITY.

B. Provide and place any needed drain tile, geo-grid or asphalt underlayment as determined by COMPANY and HIGHWAY AUTHORITY.

C. Provide, place and compact asphalt and other needed material for headers and approaches.

D. Install advance warning signs, pavement markings and stop lines in accordance with and as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways.

E. The HIGHWAY AUTHORITY will be responsible to have any existing sidewalk(s) and/or recreational trail(s) replaced by a contractor or their own forces, in accordance with the Americans with Disabilities Act requirements. In the absence of any specific HIGHWAY AUTHORITY standards that are acceptable to the COMPANY, the Iowa Department of Transportation's Standard Road Plan MI-220 shall be used. As per Standard Road Plan MI-220, the detectable warning is to be installed twelve feet (12') from the edge of the nearest rail, and the sidewalk is a minimum width of five feet (5'). The project will include the cost of an additional two feet of sidewalk and/or recreational trail, or to the nearest sidewalk and/or recreational trail joint, whichever is less, beyond the detectable warning. Any additional new sidewalk and/or recreational trail beyond that point will be paid by the HIGHWAY AUTHORITY and is not part of this project. Truncated domes are the only detectable warnings allowed by ADA Accessibility Guidelines. Future maintenance of the sidewalk(s) and detectable warning device will not be the responsibility of the COMPANY.

The COMPANY agrees to:

B. Reconstruct and install the crossing using procedures generally in accordance with the COMPANY's grade crossing installation specifications.

C. Remove the old crossing surface, track structure and ballast. Disposal of any resultant waste material is the responsibility of the HIGHWAY AUTHORITY.

D. Place and compact ballast under track structure. The HIGHWAY AUTHORITY may compact the first few lifts of ballast if requested by the COMPANY.

E. Provide the materials, labor and equipment to construct the new track panels for each track. The track panels will be built with new hardwood ties ten feet (10') in length and will extend a minimum of twenty feet (20') beyond the edge of the new rubber surface panels on both sides of the roadway. The track panels will also be constructed with lag-down cast plates with spring clip design.

F. Raise and surface the new track panel to the elevation jointly agreed upon by the COMPANY and the HIGHWAY AUTHORITY.

G. Provide and place the new rubber crossing surface material. The surface material in track shall be full depth rubber panels and **shall be not less than one hundred two feet (102')** n length in order to extend across the roadway from back of curb to back of curb or from outside edge of shoulder to outside edge of shoulder.

H. Dismantle the old track panels and remove all scrap material from the project site.

I. The COMPANY may subcontract performance of other required incidental work.

SECTION II. Cost. The HIGHWAY AUTHORITY shall assume full cost responsibility for work performed by HIGHWAY AUTHORITY forces. The HIGHWAY AUTHORITY shall reimburse the COMPANY for the enhanced crossing materials (ie. rubber panels, 10' ties, cast plates, clips, and screws) necessary to complete the COMPANY's work **at a fixed cost of $421.00 per foot of rubber ($42,942.00 for 102')**. Costs associated with relocation or repair of any existing crossbucks, signals, signal wires, switches, and all other needed railroad materials will be the responsibility of the COMPANY.

SECTION III. Work Start and Completion. The COMPANY shall coordinate the start of its crossing renewal work with the HIGHWAY AUTHORITY's and DOT's current highway project located north of the South Canfield Road at-grade road crossing. The HIGHWAY AUTHORITY shall be given ample opportunity to document the COMPANY's materials, equipment, and labor required to complete the project. The HIGHWAY AUTHORITY shall have the right to inspect the project work at any time on-track protection is provided by the COMPANY.

SECTION IV. Project Completion. After the COMPANY has completed its required work, the COMPANY shall notify the HIGHWAY AUTHORITY to arrange for an inspection, if desired by HIGHWAY AUTHORITY, with the COMPANY to determine whether the COMPANY's crossing renewal work has been completed in accordance with the terms of this Agreement. When the COMPANY's work has been completed in accordance with this Agreement, the HIGHWAY AUTHORITY shall provide the COMPANY notice in writing of its certification of completion and acceptance of the COMPANY's work.

SECTION V. Payment. Upon completion of the COMPANY's work in accordance with this Agreement, the HIGHWAY AUTHORITY shall make payment to the COMPANY within thirty (30) days of its receipt of the COMPANY billing in accordance with Section II. of this Agreement.

SECTION VI. Maintenance and Abandonment. Upon completion of the project, the COMPANY shall maintain the crossing surface to provide a safe and sufficient crossing for vehicular travel. If the track is removed from both sides of the crossing, the COMPANY shall remove the surface material, rail and cross ties from the crossing and shall restore the roadway void to the satisfaction of the HIGHWAY

AUTHORITY, all at COMPANY expense.

SECTION VII. Standard Title VI Assurances. The COMPANY shall comply with all applicable Department and Federal laws, rules (including the administrative rules adopted by the Department for the IPPP Program – 761 Iowa Administrative Code, chapter 201), ordinances, regulations, and orders. The COMPANY, and all agents of the COMPANY that participate in the project, shall also comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the HIGHWAY AUTHORITY.

SECTION VIII. Successor and Assigns. This Agreement shall be binding upon all successors or assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY of any assignment of this Agreement.

SECTION IX. Project Contact Persons. All notices and communications essential to complete the work required by this Agreement shall be made to the Contact Persons specified on the cover page of this Agreement.

SECTION X. Integration and Amendment. This Agreement and its exhibits constitute the entire Agreement between the COMPANY and the HIGHWAY AUTHORITY concerning this project.

SECTION XI. Merged Documents. This Agreement may be executed and delivered in two (2) or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same original.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the HIGHWAY AUTHORITY hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below.

Executed by COMPANY this

Chicago, Central & Pacific Railroad Company

_____ day of _____, 2016

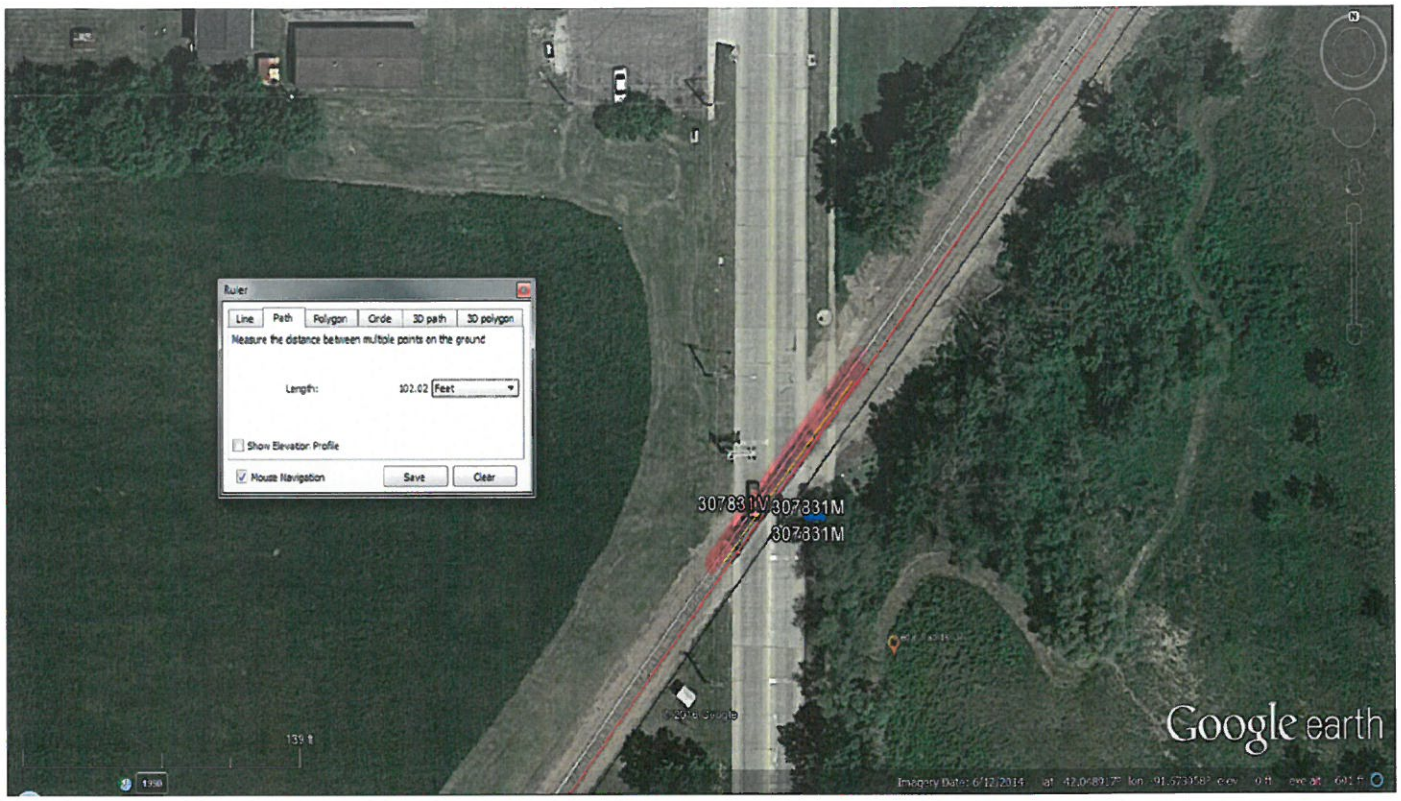
By _____
Name and Title

Executed by HIGHWAY AUTHORITY this

CITY OF HIAWATHA, Iowa

_____ day of _____, 2016

By _____
Name and Title


Ruler
Line
Path
Polygon
Circle
3D path
3D polygon
Measure the distance between multiple points on the ground
Length:
102.02
Feet
Show Elevation Profile
Mouse Navigation
Save
Clear
307831M
307831M
307831M
139 ft
Google earth

DRAFT

RESOLUTION NO. 16-
City Council

RESOLUTION APPROVING A COOPERATIVE AT-GRADE CROSSING SURFACE REPAIR PROJECT COST AGREEMENT BETWEEN THE CITY OF HIAWATHA AND CHICAGO, CENTRAL AND PACIFIC RAILROAD COMPANY FOR IMPROVEMENTS TO THE ROBINS ROAD AT-GRADE RAILROAD CROSSING

BE IT RESOLVED by the City Council of the City of Hiawatha, Iowa, to approve the Cooperative At-Grade Crossing Surface Repair Project Cost Agreement between the City of Hiawatha and Chicago, Central and Pacific Railroad Company to replace the existing at-grade railroad crossing on Robins Road with a new rubberized crossing including approach work to blend into the new track elevation as shown in the attached Exhibit "A," with a total cost estimate of $53,000, for crossing replacement and approach work; utilizing previously bonded dollars and Old Local Option Sales and Service Tax (LOSST) dollars.

BE IT FURTHER RESOLVED that the Mayor is hereby directed to sign said agreement.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 4th day of May, 2016.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk