

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 343

A RESOLUTION, approving Supplement No. 1 to the agreement between the City of Redmond and Burlington-Northern, Inc. for the construction and maintenance of a railroad crossing of 170th Avenue N.E. at MP 7+802; and authorizing and empowering the Mayor and City Clerk to execute such Supplement No. 1 on behalf of the City of Redmond.

WHEREAS, the City of Redmond and Burlington-Northern, Inc. have entered into an agreement dated October 16, 1973, granting the City an easement for a public grade crossing of 170th Avenue N.E. at Railway Survey Station 337+41, MP 7+802, and Burlington has proposed Supplement No. 1 to such agreement; and

WHEREAS, the City Council has duly considered the proposed Supplement No. 1 to the agreement and the recommendations of the Director of Public Works and deems the same is in the public interest and should be approved, Now, Therefore,

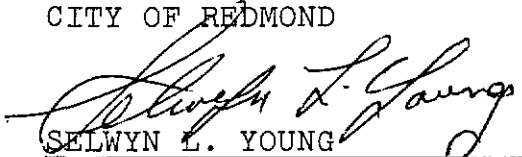
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

1. Agreement approved. The proposed Supplement No. 1 to the agreement between the City of Redmond and Burlington-Northern, Inc., for the grant of an easement for a public roadway crossing in the extension of 170th Avenue N.E. at the referenced point designated by the railroad as Railway Survey Station 337+41, MP 7+802, and providing for the construction and maintenance of such a crossing, a copy of which is attached and by this reference made a part hereof, is hereby approved.


2. Execution authorized. The Mayor and City Clerk are hereby authorized and empowered to sign said Supplement No. 1 on behalf of the City of Redmond.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 16 day of July, 1974.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


DORIS A. SCHAIBLE
DEPUTY CITY CLERK

APPROVED AS TO FORM:


JOAN D. LAWSON
CITY ATTORNEY

SUPPLEMENT NO. 1 CONSTRUCTION AND
MAINTENANCE AGREEMENT PUBLIC CROSSING
FOR 170th AVE NE (MP 7+802) AT REDMOND, WASHINGTON

Supplemental Agreement made this 16 day of July 1977, by and between the BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called the "Railway) and the CITY OF REDMOND, a municipal corporation of the State of Washington, hereinafter called the "City";

WITNESSETH:

WHEREAS, on October 16, 1973, the City and the Railway entered into an agreement for the construction and maintenance of a public grade crossing, the center line of which crosses the Railway's right-of-way and tracks at Railway Survey Station 337+41, MP 7+802, in the Southeast quarter of the Northwest quarter of Section 12, Township 25 North, Range 5 East, Willamette Meridian, of its Woodinville to North Bend line in Redmond, Washington, and

WHEREAS, the City now desires that the project for the construction of said crossing include the installation of automatic flashing light warning devices with twenty ft. cantilever arms, hereinafter called "Signals" as shown on Exhibit "A-1", attached hereto and made a part hereof, and

WHEREAS, the parties hereto desire the installation of the Signals be performed in accordance with plans and specifications to be prepared by the Railway, and

WHEREAS, the City and the Railway agree that the Railway will receive no benefits from the installation of said Signals, and the City is willing to undertake the construction of the Signals with City funds available for such purposes, and

WHEREAS, the parties hereto desire to contract with reference to the work to be done by each of them therewith, the protection of Railway facilities and the payment of costs and expenses therein involved;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I

Exhibit "A" of that certain agreement dated October 16, 1973, is hereby cancelled and superceded by said Exhibit "A-1".

II

Article III, sub-paragraph II of that certain agreement dated October 16, 1973, is hereby cancelled and superceded by the following:

II WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED BY THE RAILWAY AT CITY EXPENSE

1. Track and Crossing Work
Place 117 track ft. of 112-lb. second hand welded rail and 78 track ft. of 112-lb. second hand bolted rail replacing 90 lb. rail, 44 new ties, place 30 cu. yd. processed ballast.
2. Signal Work
Install automatic flashing light warning devices on 20 ft. cantilever arms.
3. Engineering and Preparation of Bills - Perform preliminary and special engineering and inspection including field and office work and preparation of bills:
4. Flagging and protective services and devices - Perform flagging and furnish protective services and devices during construction account operations of the City or its Contractor, as deemed necessary by the Railway.

*Agreement # 222
Easement # 171*

III

The parties hereto agree that under terms and conditions of Article XI of that certain agreement dated October 16, 1973, no contribution will be required from the Railway toward the cost of said project.

IV

Article VI of that certain agreement dated October 16, 1973, is hereby cancelled and superceded by the following:

It is understood that Exhibit "C-1" attached hereto is a current estimate of the cost of the work to be performed by the Railway at City expense and is for information purposes only, and it is further understood that billings made by the Railway under the authority of this supplemental agreement will be on the basis of the actual cost of the work performed.

It is further agreed that a final and complete billing of all incurred actual costs of the work performed by the Railway, including labor, additives, materials, preliminary and construction engineering, preparation of bills and the cost of transportation of said materials, shall be made at the earliest practical date ascertained in accordance with the provisions of the Federal Highway Administration's Policy and Procedure Memorandum No. 30-3 as amended. The City shall, upon presentation of final billings, promptly reimburse the Railway for the cost of the work included in this supplemental agreement. Preliminary engineering costs incurred subsequent to June 13, 1972, may be charged against the project.

V

Upon completion of the installation, the Railway shall thereafter operate and maintain said Signals as required by law. However, in the event of the passage of a law by the State of Washington providing for the apportionment of cost of maintenance of existing grade crossing Signals, the Railway shall have the advantage and benefit of such law.

VI

In the event one or both of the Signals installed at the said crossing are partially or wholly destroyed and it or their replacement value or cost of repairing cannot be recovered from the person or persons responsible for such destruction, then in that event, cost of repair of the Signals or the cost of installation of new Signals shall be borne by the parties hereto in the same proportion as the cost of the installation of the Signal system covered by this supplemental agreement.

In the event one or both of the Signals installed at the said crossing cannot, through age, be maintained, or by virtue of their obsolescence require replacement, then, in either of these events, cost of installation of one or both new Signals shall be borne by the parties hereto in the same proportion as the cost of the installation of the Signal system covered by this supplemental agreement.

VII

If for any reason said Signals shall no longer be required at said grade crossing, the Railway, upon the approval of the City, may remove said Signals and reinstall them at some other grade crossing within the City on the tracks of the Railway. The location and division of costs of such relocation shall be agreed upon between the City and the Railway prior to said removal. In the event that either railway or highway improvements will necessitate a rearrangement of the Signals at said crossing, the party whose improvement causes such changes will bear the entire cost thereof without obligation to the other party.

VIII

Except as modified by this supplement agreement, said agreement of October 16, 1973, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this supplemental agreement to be executed by their proper officers thereunto duly authorized, the day and year first hereinabove written.

ATTEST:

Doris A. Schaeble
(Title) Dep. CITY CLERK

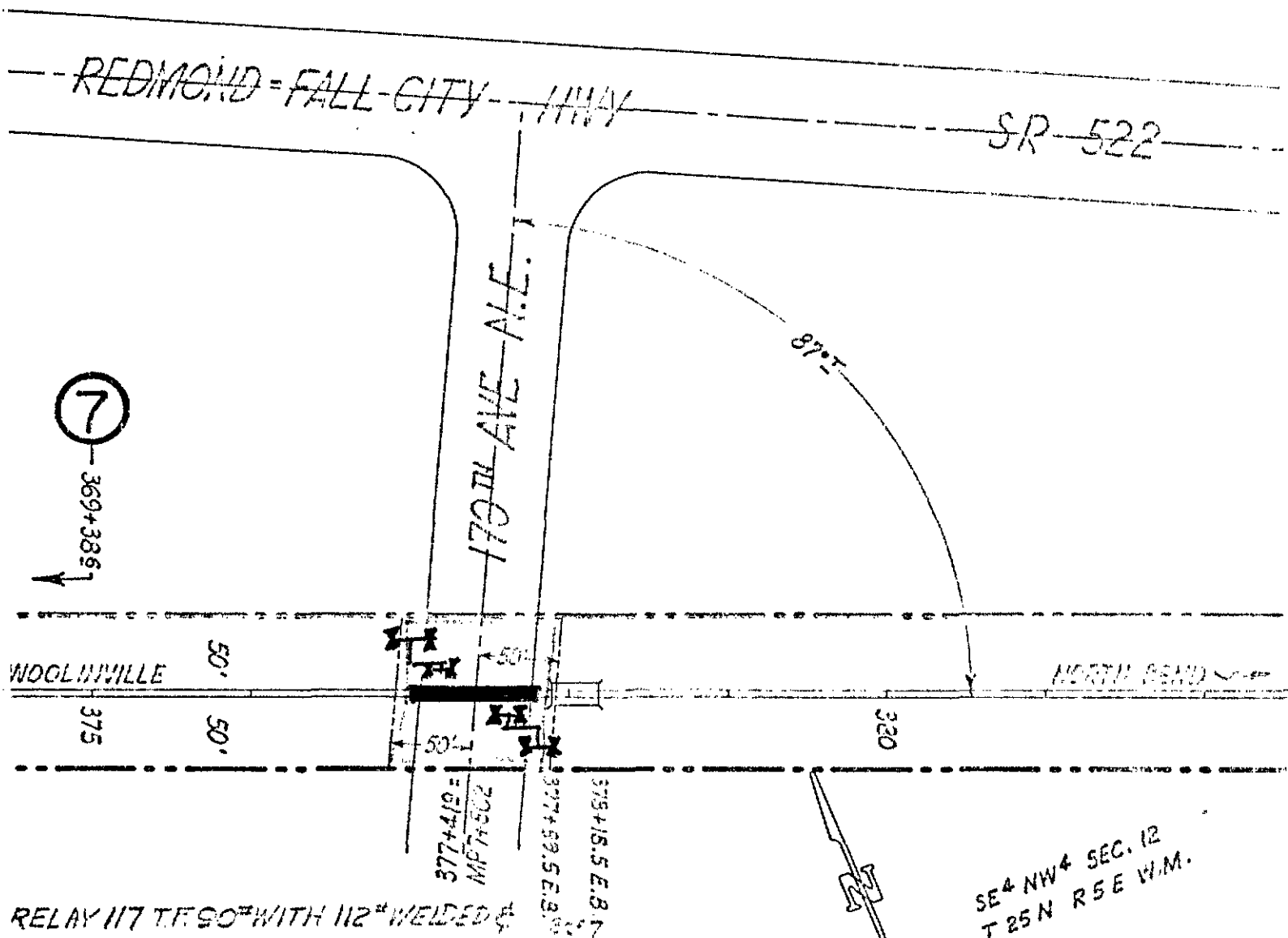
CITY OF REDMOND, WASHINGTON

By [Signature]
(Title) MAYOR

BURLINGTON NORTHERN INC.

By [Signature]
(Title) ASST. VICE PRESIDENT

APPROVED AS TO FORM:
[Signature]
ATTORNEY
CITY OF REDMOND, WASHINGTON



RELAY 117 T.F. 90° WITH 112" WELDED
 RELAY 78 T.F. 90° WITH 112" STED RAIL.
 PLACE 44 RENEWAL X-TIES.
 PLACE 30 C.Y. PROCESSED BALLAST.
 RELOCATE FRANCHISE SIGN
 PLACE 73 T.F. Sq. Ft. RI.
 PLACE 2 WHISTLE POSTS
 PLACE AUTOMATIC FLASHING
 LIGHT SIGNALS ON 20 FT. CANTILEVER
 EYE R ARMS

SE 4 NW 4 SEC. 12
 T 25 N R 5 E W.M.
 EXHIBIT "A-1"

B.N.I.
 SEATTLE REGION WOODINVILLE TO NORTH BEND
 REDMOND, WA.
 TRACK IMPROVEMENTS ACC'T GRADE
 CROSSING @ MP 7+802

SCALE 1" = 100'
 SEATTLE, WA.

MNGR. ENGR.

NEW WORK SHOWN: RED
 EASEMENT " : GREEN

4-17-77
 Rev. 7-18-77

77-108

B U R L I N G T O N N O R T H E R N I N C .

PACIFIC DIVISION

WOODINVILLE TO NORTH BEND

REDMOND

STATE OF WASHINGTON

VALUATION SECTION NO. 23N

EXHIBIT "C-1"

Estimated cost to prepare track for 70-ft. paved crossing and install signals for City of Redmond at MP 7+802 per Exhibit "A-1".

<u>CONSTRUCTION EXPENSE RECOLLECTIBLE</u>	<u>LABOR</u>	<u>NON-LABOR</u>
1. <u>Track and Crossing Work</u>		
Relay 117 T.F. with 112# welded and 78 T.F. 112# bolted, replacing 90# including ties and fastenings and 30 cu. yds. ballast.	\$ 640	\$ 1,635
Place 73 track feet, single flangeway rail, move flanger sign and place 2 whistle posts.	250	190
Freight	---	125
Equipment Rental	---	185
Material Handling	---	95
Salvage	---	(415)
Subtotal without Labor Surcharges	<u>\$ 890</u>	<u>\$ 1,815</u>
2. <u>Signal Work</u>		
Install 2 automatic flashing light warning devices with 20 ft. cantilever arms.	\$6,810	\$13,400
Freight	---	405
Equipment Rental	---	1,000
Material Handling	---	685
Expenses	---	2,100
Salvage	---	(20)
Subtotals without Labor Surcharges	<u>\$6,810</u>	<u>\$17,570</u>
3. <u>Engineering and preparation of bills</u>		
Preliminary and special engineering and inspection including office and field	\$1,300	---
Preparation of Bills	325	---
Subtotal without Labor Surcharge	<u>\$1,625</u>	<u>---</u>
4. <u>Flagging and Protective Services</u>		
Not estimated - per Exhibit "B"	---	---
 <u>SUMMARY</u>		
1. Track and Crossing Work	\$ 890	\$ 1,815
2. Signal Work	6,810	17,570
3. Engineering and Preparation of Bills	1,625	---
4. Flagging - Per Exhibit "B"	---	---
5. Liability Insurance \$1,000,000 coverage @ 12% per \$100 of Payroll (\$8,100)	---	972
	<u>\$9,325</u>	<u>\$20,357</u>

SUMMARY (Cont'd)

LABOR

NON LABOR

6. Labor Surcharges:

Vacation Pay, Paid Holidays,
Railroad Retirement, Unemployment,
Health & Welfare Benefits - 36.786%

3,410
12,735

20,357

12,735

33,092

3,375

36,467

751

\$37,218

Contingencies

State of Washington Tax -
Total B/C Vs. City of Redmond

Office of Director, Engineering
Burlington Northern Inc.
Seattle, Washington