

ORIGINAL

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 448

A RESOLUTION, approving an agreement between the City of Redmond and Burlington-Northern, Inc. for the installation of automatic signals at the railroad crossing on N.E. 90th Street; and authorizing and empowering the Mayor and City Clerk to execute such agreement on behalf of the City of Redmond.

WHEREAS, the City of Redmond and Burlington-Northern, Inc. desire to undertake the improvement of the N.E. 90th Street railroad grade crossing by the installation of automatic flashing light signals, cantilever type, with motion sensing equipment; and

WHEREAS, the parties involved have worked out an agreement between the City and the Railroad in connection with the installation of such automatic signals whereby 60% of the cost will be paid by the Washington Utilities and Transportation Commission's Grade Crossing Protective Fund, 30% by the City and 10% by Burlington-Northern, Inc.; and

WHEREAS, the City Council has duly considered the proposed agreement and the recommendations of the Director of Public Works and deems such agreement is in the public interest and should be approved. Now, Therefore,

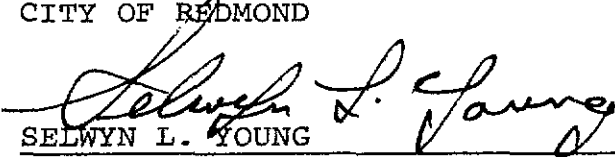
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

Section 1. Agreement approved. That the proposed agreement between the City of Redmond and Burlington-Northern, Inc., a copy of which is attached and by this reference made a part hereof, is hereby approved.

Section 2. Execution authorized. That the Mayor and City Clerk are authorized and empowered to sign said agreement 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 4TH day of October, 1977.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


PAUL F. KUSAKABE
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

RESOLUTION NO. 448

SIGNAL AGREEMENT

N.E. 90TH STREET GRADE CROSSING
M.P. 5+2942, REDMOND, WASHINGTON

AGREEMENT, made this 4th day of October, 1977,
by and between the City of Redmond, a municipal corporation of the State of
Washington, hereinafter called the "City", and BURLINGTON NORTHERN INC., a
Delaware corporation, hereinafter called the "Railway";

WITNESSETH:

WHEREAS, in the interest of public safety, the City and the Railway propose
to place a signal installation consisting of automatic flashing light signals, cantilever
type, hereinafter called "Signals", where N.E. 90th Street crosses the Railway's track
of its Pacific 8th Subdivision at grade, the center line of said crossing being located
at Railway Survey Station 293+19, M.P. 5+2942, in the NW $\frac{1}{4}$, SW $\frac{1}{4}$, Section 2, Township
25 N., Range 5 E., W.M., in Redmond, Washington, at the location shown on map
marked Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, the parties desire that the installation of the new Signals shall be
in accordance with plans to be prepared by the Railway; and

WHEREAS, the Washington Utilities and Transportation Commission has, by
order dated April 21, 1977, in Cause No. TR-932 ordered the installation of said
Signals, which installation is to be paid for pursuant to the provisions of Chapter
81.53, Laws of 1969, as amended, i.e.: Thirty percent (30%) by the City, sixty
percent (60%) from the Grade Crossing Protective Fund, and ten percent (10%) by
the Railway; and the City and the Railway are willing to program the installation of
said Signals upon said basis and the terms and conditions herein stated, and not
otherwise;

NOW, THEREFORE, in consideration of the mutual covenants herein contained,
the parties agree as follows:

I

The Signals provided for in said Order TR-932 shall be constructed at the
location shown on Exhibit "A", in accordance with plans and estimates furnished by
the Railway.

II

The Railway shall, with its own forces and under its own labor agreements,
install the Signals. The City, with its own forces, shall install advance warning signs
and standard pavement markings. The Railway shall furnish all materials for the
Signals.

III

The City shall, on presentation of bills by the Railway, reimburse the Railway
for the City's thirty percent (30%) share thereof the actual cost of installing said Signals,
including labor, materials, preliminary and construction engineering, preparation of
bills and the cost of transportation of said materials in accordance with the Washington
Utilities and Transportation Commission's Order No. TR-932 dated April 21, 1977.

Said bills for said Signal installation work shall be prepared in accordance with the provisions of the FHPH 1-4-3, as subsequently amended. Attached hereto and marked Exhibit "B", and by this reference made a part hereof, is a statement of the estimated cost of installation of said Signals.

IV

Upon completion of said Signal installation, the Railway shall thereafter operate and maintain said Signal installation in accordance with normal operating procedures and requirements. The Railway will be reimbursed by the Grade Crossing Protective Fund in accordance with said Washington Utilities and Transportation Commission's Order No. TR-932 and the State Law. The City will maintain the advance warning signs and standard pavement markings at City expense.

V

In the event either or both of the Signals installed under this agreement are partially or wholly destroyed and its 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 cost of installation of a new Signal or Signals shall be borne by the parties hereto equally.

In the event either or both of the Signals installed pursuant to this agreement cannot, through age, be maintained, or by virtue of their obsolescence require replacement, then in either of these events, the cost of installation of a new Signal or Signals shall be negotiated by the parties hereto unless funds are available from the Grade Crossing Protective Fund.

VI

If, for any reason, said Signals shall no longer be required at the said grade crossing, the Railway, on the approval of the City, may remove said Signals and credit the City with the value of salvage less cost of removal. In the event that either railway or highway improvement will necessitate a rearrangement or relocation, or alteration, of the Signals at said crossing, the party whose improvement causes such change shall bear the entire cost thereof without obligation to the other party.

VII

If the Railway enters in a contract or agreement with a contractor to perform any of the work which the Railway is required to perform under the terms of this agreement, the Railway, for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all the nondiscrimination provisions set forth in Exhibit "C", attached hereto and made a part hereof, in any such contract or agreement.

VIII

This agreement shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

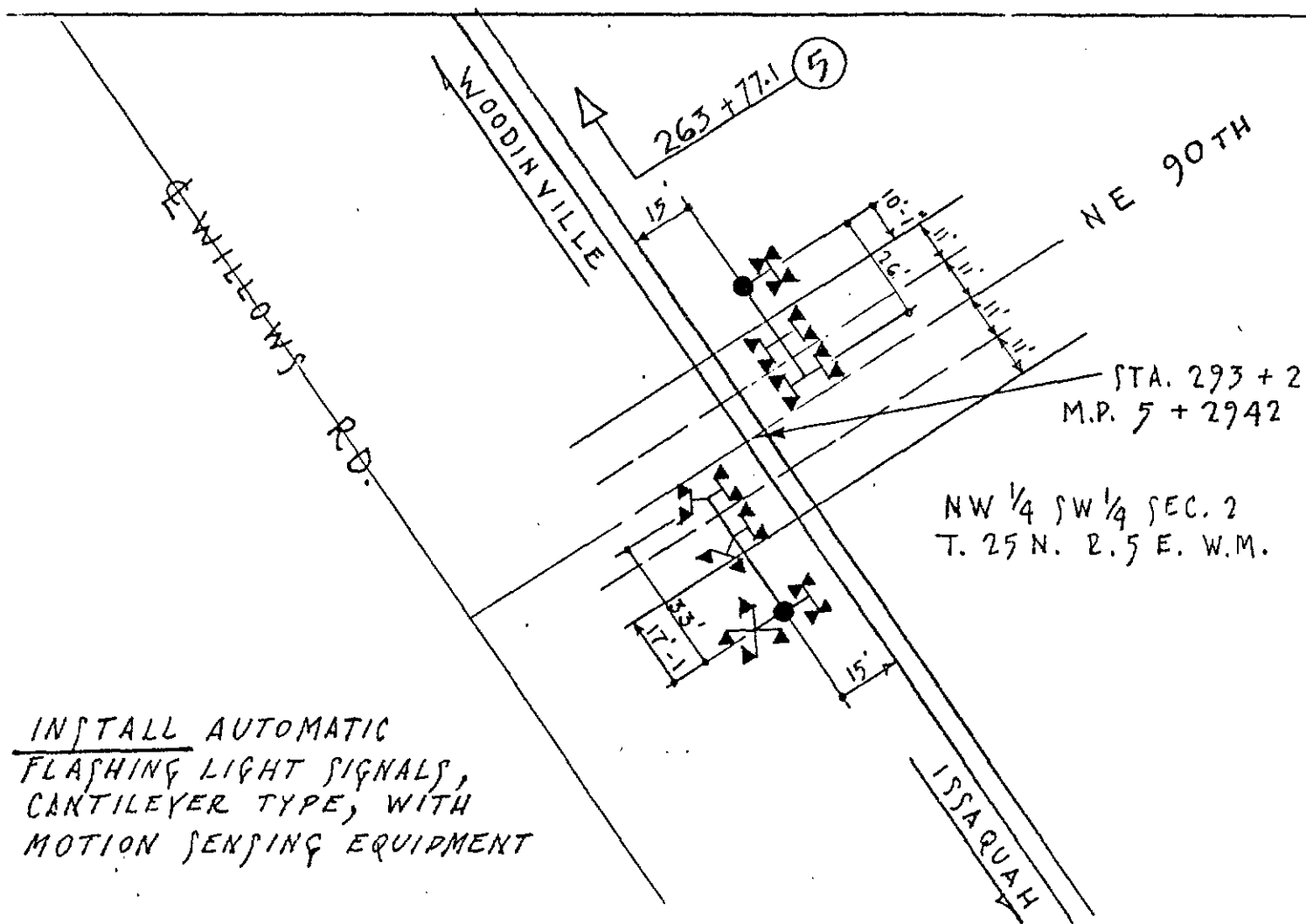
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers hereunto duly authorized, the day and year first hereinafter written.

ATTEST: *Paul H. Kunkle*
(Title)

CITY OF REDMOND
By *A. D. Young*
(Title)

BURLINGTON NORTHERN INC.
By *R. D. Larson*
(Title)
ASSISTANT TO VICE PRESIDENT OPERATIONS

APPROVED AS TO FORM:
David L. ...
ATTORNEY
CITY OF REDMOND, WASHINGTON



INSTALL AUTOMATIC
FLASHING LIGHT SIGNALS,
CANTILEVER TYPE, WITH
MOTION SENSING EQUIPMENT



EXHIBIT "A"

B N I

PORT.-SEA. REG. WOODINVILLE TO ISSAQUAH

INSTALL SIGNALS AT
NE 90TH ~ M.P. 5+2942

REDMOND WA

SCALE: 1" = 40'

DIRECTOR ENGINEERING, SEATTLE 5-27-77

FO 81-60

NEW WORK SHOWN RED

BURLINGTON NORTHERN INC.

PACIFIC DIVISION

8TH SUBDIVISION

REDMOND

STATE OF WASHINGTON

VALUATION SECTION NO. N-23

EXHIBIT "B"

Estimated cost of installing automatic flashing light signals at M.P. 5+2942, N.E. 90th Street as per Exhibit "A".

<u>ESTIMATED COST</u>	<u>LABOR</u>	<u>NON-LABOR</u>
1. <u>Signals</u>		
Install automatic flashing light signals	\$ 7,500	\$21,160
Material handling	----	1,080
Equipment rental	----	2,625
Freight	----	635
Preparation of bills	375	----
Engineering	1,425	----
Expenses	----	2,625
Subtotal without Labor Surcharges	\$ 9,300	\$44,380
2. Liability Insurance - \$1,000,000 coverage at \$12 per \$100 of payroll	----	936
3. <u>Labor Surcharges</u>		
Vacation Pay, Paid Holidays, Railroad Retirement, Unemployment Insurance, Health & Welfare Benefits - 44.243%	4,255	----
	<u>\$13,555</u>	<u>\$29,061</u>
		13,555
		<u>\$42,616</u>
Contingencies		4,262
		<u>\$46,878</u>
Washington State Sales Tax 5.4% on new material		1,143*
		<u>\$48,021</u>
Salvage		(6)
		<u>\$48,015</u>

SUMMARY

<u>GROSS</u>	<u>GRADE CROSSING PROTECTIVE FUND - 60%</u>	<u>CITY - 30%</u>	<u>BNI - 10%</u>
\$48,015	\$28,809	\$14,404	\$4,802

Office of Director Engineering
Burlington Northern Inc.
Seattle, Washington 98104
May 25, 1977

EXHIBIT " C "

Appendix A

Nondiscrimination Provisions of Title VI of the Civil Rights Act of 1964.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agree as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

* (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigations to protect the interests of the United States.

* PROHIBITION OF DISCRIMINATION ON THE BASIS OF SEX.

SEC. 162. (a) Chapter 3 of title 23, United States Code is amended by adding at the end thereof the following new section:

"S 324, Prohibition of discrimination on the basis of sex.

No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this title or carried on under this title. This provision will be enforced through agency provisions and rules similar to those already established, with respect to racial and other discrimination, under title VI of the Civil Rights Act of 1964. However, this remedy is not exclusive and will not prejudice or cut off any other legal remedies available to a discriminatee."