

SUBJECT: AUTHORIZATION TO ENTER INTO A UTILITIES REIMBURSEABLE SERVICES AGREEMENT WITH THE ALASKA RAILROAD CORPORATION FOR THE MEADOW LAKES SIGNAL RELOCATION AND UPGRADE PROJECT IN THE AMOUNT OF \$474,431.





AGENDA OF: February 1, 2022

ASSEMBLY ACTION:

Approved under the current agenda. 02.01.22 KBJ

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator JB	James D Jenson <small>Digitally signed by James D Jenson Date: 2022.01.18 11:26:53 -0900</small>	
	Public Works Director	Terry Dolan <small>Digitally signed by Terry Dolan Date: 2022.01.18 18:37:35 -0900</small>	
	Purchasing Officer	Rustin M. Krafft <small>Digitally signed by Rustin M. Krafft Date: 2022.01.19 11:04:57 -0900</small>	
	Finance Director		
	Borough Attorney		
	Borough Clerk		

ATTACHMENT(S): Fiscal Note: Yes X No
Utility Reimbursable Services Agreement (5 pp)

SUMMARY STATEMENT: The Alaska Railroad Corporation has submitted a Utility Reimbursable Services Agreement for the Meadow Lakes Signal Relocation and Upgrade Project. The purpose of which will upgrade the railroad grade crossing signal system to fully support roadway and railway traffic. This agreement will be administered by the MSB Public Works Department.

RECOMMENDATION OF ADMINISTRATION: Authorize the Manager to enter into the Utilities Reimbursable Services Agreement with the Alaska Railroad for the Meadow Lakes Signal Relocation and Upgrade in the amount of FOUR HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND 00/100 CENTS (\$474,431).

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: February 1, 2022

SUBJECT: AUTHORIZATION TO ENTER INTO A UTILITIES REIMBURSABLE SERVICES AGREEMENT WITH THE ALASKA RAILROAD FOR THE MEADOW LAKES SIGNAL RELOCATION AND UPGRADE PROJECT IN THE AMOUNT OF \$474,431.

ORIGINATOR: J Ballinger

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED <u>\$474,431⁰⁰</u>	FUNDING SOURCE
FROM ACCOUNT # <u>410.000.000 4xx.xxx</u>	PROJECT <u>30047</u>
TO ACCOUNT: <u>410.000.000 3xx.xxx</u>	PROJECT # <u>30047.6600.66xx</u>
VERIFIED BY: <u>Chugene Henderson</u>	CERTIFIED BY:
DATE: <u>1-19-22</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						
CAPITAL			<u>474.4</u>			
REVENUE						

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other			<u>474.4</u>			
TOTAL			<u>474.4</u>			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary) This project is being added to the 2022 Road Improvement List at February 1st assembly meeting

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:

Chugene Henderson

1/20/2022



ARRC No: 13-21-367
MSB Project No: _____
MSB Utility Agreement No: _____
Project Title: Meadow Lakes Grade Crossing Signal
System Relocation & Upgrade
ARRC Milepost: 167.26

UTILITY REIMBURSABLE SERVICES AGREEMENT

This Utility Reimbursable Services Agreement ("Agreement"), effective on the date of the last signatory hereto, is made by and between the ALASKA RAILROAD CORPORATION, herein referred to as "ARRC", and the MATANUSKA-SUSITNA BOROUGH, 350 E. Dahlia Avenue, Palmer, Alaska 99645, herein referred to as "MSB".

RECITALS

WHEREAS, pursuant to the terms and conditions of that certain Blanket Permit, ARRC Contract No. 6139, executed by MSB and ARRC on January 5, 1989 (the "Blanket Permit"), the parties have agreed that the following upgrades shall be completed:

DOT ID No.	Description	ARRC MP	ARRC Job Code
868323V	Signal Relocation & Upgrade	167.26	23283

WHEREAS, MSB has requested ARRC to provide the labor, materials, equipment, and project management required for the completion of the Project and has agreed to reimburse ARRC for the cost of such work under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. ARRC Work. Under the terms of this Agreement, ARRC and/or its contractor will provide the following Project work:

a. Provide all labor, materials, equipment, preliminary engineering, management expertise, Project representation, and construction management necessary to relocate and upgrade the railroad crossing signal system at the above referenced grade crossing in a manner that will fully support highway and railroad traffic at said locations.

b. Provide all labor, materials and construction equipment required for railroad flag

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protection whenever, ARRC employees, ARRC contractors or any equipment of aforementioned employees or contractors are within 20 feet of ARRC's track or facilities.

- c. Provide and implement a traffic control plan for the crossing location.
 - d. Provide a contact person to coordinate the design, engineering and construction of the Project. The ARRC representative for Project engineering and construction for signal related work is David Rizk, Project Manager at 907-265-4406 or email rizkd@akrr.com.
2. MSB Work. Under the terms of this Agreement, MSB and/or its contractor will provide all labor, equipment and materials necessary to perform the following Project work:
- a. Provide a contact person to coordinate all work.
 - b. Provide the labor, equipment, and materials required to review and approve a prepared traffic control plan for the crossing locations.
 - c. Comply with the ARRC Standard Specifications for Work on Railroad Property ("Railroad Specifications") for the Project, which are hereby incorporated herein and by this reference made as part of this Agreement. The ARRC Chief Engineer must approve any modifications to the Railroad Specifications. In the event of any conflict between this Agreement and the Railroad Specifications, the Railroad Specifications shall control.

3. Compensation. MSB shall reimburse the ARRC for the cost of all labor, equipment and materials provided by the ARRC for the Project in accordance with Paragraph 1 above. Reimbursement for overhead, material handling and equipment will be based upon the audited rates in effect at the time the work is accomplished. Said amounts shall be due and payable within 60 days of MSB's receipt of ARRC's invoice for the same. ARRC contact for invoice and billing questions shall be Lynda Stephens at 907-265-2458, stephensl@akrr.com.

If MSB will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARRC's estimate for this work is a total of \$474,431.00 and is based upon 2021 construction costs and 2021 overhead rates, as more specifically detailed in Exhibit A attached hereto and incorporated herein. ARRC will not incur expenses in excess of the estimated amount without further authority from MSB. ARRC costs will be accumulated under ARRC work order/project numbers in the above table (construction management, inspection and flagging).

4. Schedule. It is understood that the Project is in close proximity to the ARRC mainline track. Accurate scheduling and reliable performance of this work is critical to the

ARRC's mission of maintaining rail service to the public and ARRC customers. The parties will determine a mutually acceptable work schedule and completion period for the work specified in this Agreement.

5. **Blanket Agreement.** Upon completion of the Project, the subject crossing signal shall continue to be included in the MSB Blanket Permit, ARRC Contract No. 6139, and shall continue to be subject to the terms and conditions of the Blanket Permit.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

RECOMMEND FOR APPROVAL: Matanuska-Susitna Borough By: _____ Title: _____ Date: _____	UTILITY COMPANY ACCEPTANCE: Alaska Railroad Corporation on behalf of By: <u>Kayla J. Ditt</u> Brian Lindemann Title: <u>Manager, ROW and Public Projects</u> Date: <u>11.18.2021</u>
REVIEWED: Matanuska-Susitna Borough By: _____ Title: _____ Date: _____	APPROVED: Matanuska-Susitna Borough By: _____ Title: _____ Date: _____

Attachments:

☒ Exhibit A – Estimate: Meadow Lakes Crossing Signal Hut Relocation & Upgrade

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 Alaska Railroad Corporation Estimate: Meadow Lakes MP 167.26- Grade Crossing Signal Hut Relocation & Upgrade Estimate to relocate and upgrade the Meadow Lakes MP 167.26 Crossing Signal System Completed by DR on 6.3.21					
Description	Qty	Unit	Unit Price	Total	Notes / Comments
Construction					
Signal Construction				\$ 253,148	
ARRC Equipment				\$ 325	
ARRC Equipment - Wiring & Install Support	3	DY	\$ 108	\$ 325	V1360, by rail or equal, Signal - wiring hut
ARRC Labor				\$ 7,488	
Labor, ST, Signal - Wiring & Install Support	72	HR	\$ 59	\$ 4,248	Straight time, ST, 3 worker, eight hours / day
Labor, OT, Signal - Wiring & Install Support	36	HR	\$ 90	\$ 3,240	Overtime, OT, 3 workers, four hours / day
ARRC Materials				\$ 167,907	
RailFusion Monitoring System	1	LS	\$ 8,047	\$ 8,047	Crossing Remote Monitoring System
Signal Hut w/ GCP5000	1	LS	\$ 89,536	\$ 89,536	Signal Hut w/ GCP5000, Armored for Bullet Resistance, includes battery plant
Gate Mast with new Mechs-500	2	EA	\$ 18,969	\$ 37,938	S-60 Gate Mechs w/ lights (2 each)
Cable, 1C#2, AC	100	FT	\$ 21.10	\$ 2,110	Service conductor to new hut
Cable, 1C#6	300	FT	\$ 11.90	\$ 3,570	Signal Cable
Cable, 7C#9	300	FT	\$ 11.80	\$ 3,540	Signal Cable
Cable, 12C#14	300	FT	\$ 11.20	\$ 3,360	Signal Cable
Cable, 2C#6, TW	300	FT	\$ 5.50	\$ 1,650	Track Wire/Signal Cable
Cable, 2C#12 UF	300	FT	\$ 0.52	\$ 156	Cable for mech heat
Crossing DTMF	1	EA	\$ 2,500	\$ 2,500	DTMF Crossing Control Activation
Shipping	1	LS	\$ 15,000	\$ 15,000	Estimated shipping cost
Miscellaneous Hardware	1	LS	\$ 500	\$ 500	Lugs, eyelets, conductor
Contracts				\$ 64,524	
Labor, ST, - Field Install	224	HR	\$ 70	\$ 15,680	Straight time, ST, 4 worker, eight hours / day
Labor, OT, - Field Install	112	HR	\$ 105	\$ 11,760	Overtime, OT, 4 worker, four hours / day
Contractor Equipment - Field Install	7	DY	\$ 317	\$ 4,438	F-150, pickup or equal, - Field Install only, 2 Trucks
Contractor Rental Equipment - Field Install	7	DY	\$ 415	\$ 5,810	mini excavator and trailer - field install only (2 each)
Contractor Rental Equipment-Field Install	7	DY	\$ 144	\$ 2,016	Wacker-Field Install (2 each)
Conduit Boring, 4" Ø	110	FT	\$ 80	\$ 8,800	Track bore, 4" Ø conduit
New Electrical Service	1	LS	\$ 6,000	\$ 6,000	New Electrical Service
Contractor Incidentals Costs	7	DY	\$ 500	\$ 3,500	Portable toilet during construction, Garbage Disposal, Misc. hardware etc.
D-1 Delivered	1	LS	\$ 750	\$ 750	D-1, commercial source, delivered
4" PVC, 10 ft. long	30	EA	\$ 79	\$ 2,355	4" conduit, signal, 10 ft. lengths
4" PVC, 90° elbow	14	EA	\$ 14	\$ 196	4" conduit, signal, 90° sweep, 36" radius
Type 2 J-Box	3	EA	\$ 674	\$ 2,022	Per PreCast Co
Type 3 J-Box	1	EA	\$ 1,204	\$ 1,204	Per PreCast Co
Contractor Mobilization				\$ 12,905	
Flagging				\$ 5,250	
Equipment				\$ 1,400	
Flagging					
Rental Equipment, Hy-Rail	7	DY	\$ 200	\$ 1,400	Flagging, assume a leased hy rail F-350, or equal includes operating costs
Labor				\$ 3,850	
Flagging					
Labor, ST	7	DY	\$ 550	\$ 3,850	Assume ARW06, average step, 12 hour day
Construction Total				\$ 258,398	

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Design & Support					
Engineering and Design				\$	8,000
Engineering & Design	1	15	\$	7,000	8,000 Contract Signal & Electrical engineering
Management				\$	37,296
Project Management	6.00%	%	\$	266,398	15,984
Project Management Support	2.00%	%	\$	266,398	5,328
Construction Management	6.00%	%	\$	266,398	15,984
Design & Support Total				\$	45,296
Project Subtotal				\$	303,694
Overhead	56.22%		\$	303,694	170,737
Grand Total				\$	474,431
Assumptions and Scope					
Assume by ARRC:					
Work will be performed during the spring/summer/fall construction season					
No ground thawing will be required					

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