

SUBJECT: INFORMING THE ASSEMBLY OF A UTILITY REIMBURSEABLE SERVICES AGREEMENT WITH THE ALASKA RAILROAD CORPORATION FOR THE ABBY BOULEVARD RAILROAD CROSSING MAJOR REPAIR AND UPGRADE PROJECT TO BE PRESENTED TO THE BOROUGH MANAGER FOR SIGNATURE

AGENDA OF: December 1, 2020

ASSEMBLY ACTION:

Presented to the Assembly 12-1-20


MANAGER RECOMMENDATION: For information only.

APPROVED BY GEORGE HAYS, ACTING BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator	JB	
	Public Works Director		Terry Dolan <small>Digitally signed by Terry Dolan Date: 2020.11.18 15:59:53 -09'00'</small>
	Finance Director		
	Borough Attorney		
	Borough Clerk		

ATTACHMENT(S): Utility Reimbursable Services Agreement (5 pp)

SUMMARY STATEMENT: The purpose of this legislation is to inform the assembly that the Borough Manager intends to enter into the attached Utility Reimbursable Services Agreement with the Alaska Railroad Corporation for the Abby Boulevard Railroad Crossing Major Repair and Upgrade Project.



ARRC No: 13-20-350
 MSB Project No: _____
 MSB Utility Agreement No: _____
 Project Title: Abby Blvd Crossing Signal System Replacement
 ARRC Milepost: 155.3

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 Abby Blvd Crossing Signal System will be replaced at ARRC MP 155.3 (the "Project"); and

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 replace the railroad crossing signal 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 protection whenever MSB employees, MSB contractors, 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.

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d. Provide a contact person to coordinate the design, engineering, and construction of the Project. The ARRC representative for Project engineering and construction is Dave Rizk, Project Manager at 907-265-4406.

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 the design, engineering, and construction of the Project with ARRC.
- b. Provide the labor, equipment, and materials required to review and approve a prepared traffic control plan for the crossing location.
- 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 **\$342,263.00** and is based upon 2020 construction costs and 2020 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 number 23255 (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.



Alaska Railroad Corporation

Estimate: South Abby Blvd. Grade Crossing Signal System Replacement

Estimate to relocate and replace the South Abby Blvd. Crossing Signal System

Completed by DR on 11.4.20

Description	Qty	Unit	Unit Price	Total	Notes / Comments
Construction					
Signal Construction				\$ 160,328	
ARRC Equipment			Subtotal	\$ 757	
ARRC Equipment - Wiring & Install Support	7	DY	\$ 108	\$ 757	V1360, hy-rail or equal, Signal - wiring hut
ARRC Labor			Subtotal	\$ 17,472	
Labor, ST, Signal - Wiring & Install Support	168	HR	\$ 59	\$ 9,912	Straight time, ST, 3 worker, eight hours / day
Labor, OT, Signal - Wiring & Install Support	84	HR	\$ 90	\$ 7,560	Overtime, OT, 3 workers, four hours / day
ARRC Materials			Subtotal	\$ 73,243	
ARRC Donated Hut w/ GCP4000	0	LS	\$ 77,536	\$ -	ARRC Donated Hut w/ GCP4000
Gate Mast with new Mechs-S60	2	LS	\$ 18,969	\$ 37,938	S-60 Gate Mechs w/ Lights (2 each)
Cable, 3C#2, AC	50	FT	\$ 21.10	\$ 1,055	Service conductor to new hut
Cable, 3C #6	120	FT	\$ 11.90	\$ 1,428	Signal Cable
Cable, 7C#9	120	FT	\$ 11.80	\$ 1,416	Signal Cable
Cable, 12C#14	120	FT	\$ 11.20	\$ 1,344	Signal Cable
Cable, 2C#6, TW	200	FT	\$ 5.50	\$ 1,100	Track Wire/Signal Cable
Cable, 2C#12 UF	120	FT	\$ 0.52	\$ 62	Cable for mech heat
Battery Plant	1	EA	\$ 11,000	\$ 11,000	New Plant of 13 C&D KCTA
GCP4000 Touch Screen	1	EA	\$ 2,900	\$ 2,900	Replacement for touchscreen from Siemens
Shipping	1	LS	\$ 10,000	\$ 10,000	Estimated shipping cost
Miscellaneous Hardware	1	LS	\$ 5,000	\$ 5,000	Battery Trays, Lugs, eyelets, conductor
Contracts			Subtotal	\$ 57,379	
Labor, ST, - Field Install	192	HR	\$ 70	\$ 13,440	Straight time, ST, 4 worker, eight hours / day
Labor, OT, - Field Install	96	HR	\$ 105	\$ 10,080	Overtime, OT, 4 worker, four hours / day
Contractor Equipment - Field Install	6	DY	\$ 317	\$ 3,804	F-150, pickup or equal, - Field Install only- 2 Trucks
Contractor Rental Equipment - Field Install	6	DY	\$ 415	\$ 4,980	mini excavator and trailer - field install only (2 each)
Contractor Rental Equipment-Field Install	5	DY	\$ 144	\$ 1,440	Wacker-Field Install (2 each)
Track Bore, 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 Incidental Costs	6	DY	\$ 500	\$ 3,000	Portable toilet during construction, Garbage Disposal, Misc. hardware etc.
D-1 Delivered	1	LS	\$ 621	\$ 621	D-1, commercial source, delivered
4" PVC, 10 ft. long	18	EA	\$ 79	\$ 1,413	4" conduit, signal, 10 ft. lengths
4" PVC, 90° elbow	14	EA	\$ 14	\$ 189	4" conduit, signal, 90° sweep, 36" radius
Type 3 J-Box	3	EA	\$ 1,204	\$ 3,612	Per PreCast Co
Contractor Mobilization			Subtotal	\$ 11,476	
Flagging				\$ 4,500	
Equipment			Subtotal	\$ 1,200	
Flagging					
Rental Equipment, Hy-Rail	6	DY	\$ 200	\$ 1,200	Flagging, assume a leased hy-rail F-350, or equal includes operating costs
Labor			Subtotal	\$ 3,300	
Flagging					
Labor, ST	6	DY	\$ 550	\$ 3,300	Assume ARW06, average step, 12 hour day
Construction Total				\$ 164,828	

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Design & Support						
Engineering & Design Management	1	US	\$	10,000	\$	10,000
Project Management	6.00%	%	\$	174,828	\$	10,490
Project Management Support	6.00%	%	\$	174,828	\$	10,490
Construction Management	6.00%	%	\$	174,828	\$	10,490
Design & Support Total					\$	41,469
Project Subtotal					\$	206,297
Overhead	65.91%		\$	206,297	\$	135,966
Grand Total					\$	342,263

Assumptions and Scope

Assume by ARRC:
 Work will be performed during the spring/summer/fall construction season
 No ground thawing will be required
 Doanted Hut and GCP4000 will be used

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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.

<p>RECOMMEND FOR APPROVAL:</p> <p>Matanuska-Susitna Borough</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>UTILITY COMPANY ACCEPTANCE:</p> <p>Alaska Railroad Corporation</p> <p>By: </p> <p>Title: <u>U.P. ENGINEERING</u></p> <p>Date: <u>11/10/2020</u></p>
<p>REVIEWED:</p> <p>Matanuska-Susitna Borough</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>APPROVED:</p> <p>Matanuska-Susitna Borough</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Attachments:

Exhibit A – Estimate: Abby Blvd Crossing Signal System Replacement

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