

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Chelatchie Prairie Railroad

DATE: August 15, 2017

REQUESTED ACTION: Approve railroad grade crossing agreement for a bus pullout on State Route 503 and railroad mile post 4.48 in Brush Prairie.

Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide a safe, efficient transportation system
- Support a vibrant system of parks and natural areas while preserving the environment
- Continue responsible stewardship of public funds
- Increase partnerships and foster an engaged, informed community
- Empower a skilled, responsive workforce
- Make Public Works a great place to work

BACKGROUND

The Washington State Department of Transportation (WSDOT) proposes to improve safety by constructing a bus pullout on SR-503 at railroad mile post 4.48 to move buses stopping at the tracks out of traffic. This requires installing concrete crossing panels. Through this agreement, Clark County will install the crossing panels and will be reimbursed by WSDOT.

This project will improve the safety and traffic flow at the intersection of SR-503 and the Chelatchie Prairie Railroad.

COUNCIL POLICY IMPLICATIONS

This request has no council policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

This request has no administrative policy implications

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

PW17-091

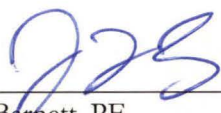
BUDGET DETAILS

Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	\$120,000
Account	Railroad
Company Name	WSDOT

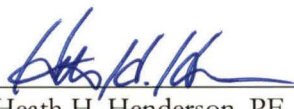
DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

Attachments: Decision package request forms, Railroad Grade Crossing Agreement (2)




Jerry Barnett, PE
Railroad Coordinator



Heath H. Henderson, PE
Public Works Director/County Engineer

Primary Staff Contact: Jerry Barnett Ext. (360) 566-6992


APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 8-15-17

SR# 172-17



APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

- I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Washington State Department of Transportation (WSDOT) wishes to construct a bus pullout at SR-503 and railroad mile post 4.48 to move buses stopping at the tracks out of traffic. This requires the installation of concrete crossing panels to provide a crossing surface. Through this agreement, Clark County will install the crossing panels and will be reimbursed by WSDOT.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/ Railroad	\$120,000	\$120,000				
Total	\$120,000	\$120,000				

- II. A – Describe the type of revenue (grant, fees, etc.)

Revenues will be provided through the attached WSDOT reimbursement agreement.

Part III: Estimated Expenditures

- III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001/Railroad		\$120,000	\$120,000				
Total		\$120,000	\$120,000				

- III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	\$120,000	\$120,000				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$120,000	\$120,000				

Decision Package Request Form

Requesting Dept/Office: Public Works

Request Type:

Package Number: PWKXX-17RA

Short Description:

Limited to 50 characters for use in reports to County Council

Package Title: Request budget for Railroad grade crossing for bus pullout at 503

Contact info: *name:* Lori Pearce

email: lori.pearce@clark.wa.gov

phone: ext.4461

Justification: Washington State Department of Transportation (WSDOT) wishes to construct a bus pullout at SR-503 and railroad mile post 4.48 to move buses stopping at the tracks out of traffic. This requires the installation of concrete crossing panels to provide a crossing surface. Through this agreement, Clark County will install the crossing panels and will be reimbursed by WSDOT.

This project will improve the safety and traffic flow at the intersection of SR-503 and the Chelatchie Prairie Railroad.

Please complete the following for New Requests:

Liability/Risk/Safety Impacts:

Positive Impact to Citizens:

Efficiency Gains:

Workforce Engagement and Contributions:

Impacts/Outcomes if not approved:

If not approved, the vehicles that are required to stop at railroad tracks will continue to do so in the travel lanes. This project moves these vehicles from the travel lanes to the pullout.

Package number	Fund	Prog	Dept	Basele	Obj	Categ	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec /REV inc (CR)	2019-20 EXP inc / REV dec (DR)	2019-20 EXP dec /REV inc (CR)	Type	Operating vs capital
PWK-XX-17RA	0001	000	413	547100	410	000000	120,000					One-Time Operating
PWK-XX-17RA	0001	000	413	349951	000	000000		120,000				

Adrian P. 08/03/2017

AGREEMENT Number RRB 1156

RAILROAD GRADE CROSSING AGREEMENT
USDOT 917071H
State Route 503 Mile Post 4.48

This Agreement ("Agreement"), is executed to be effective as of this _____ day of _____, 2017 ("Effective Date"), by and between Clark County Railroad (RAILWAY), and the Washington State Department of Transportation (STATE or WSDOT).

Description of Improvements and Division of Work

A. Work to be performed by the RAILWAY, or its contractor, at STATE expense (included in the Estimate of Cost):

Add additional crossing surface to the southbound lanes (west side of highway).

B. Work to be performed by the STATE, or its contractor, at STATE expense (not included in the Estimate of Cost):

Install bus pull out lanes and guardrails, realign pedestrian path, and move any roadway luminary necessary to install bus pull out lane.

WHEREAS, the STATE desires that the above described improvements be constructed at the referenced location, and

WHEREAS, it is deemed to be in the best public interest for the RAILWAY, as owners of the track or tracks, to perform specific work as herein described ("Railroad Work"), and

WHEREAS, reimbursement by the STATE to the RAILWAY for costs incurred by the RAILWAY in undertaking the Railroad Work is pursuant to 23 USC, Section 130.

NOW THEREFORE, in consideration of the recitals above as if set forth below, the terms, conditions, covenants and performances contained herein, the above recitals that are incorporated herein as if set forth below, Exhibits A and B, attached hereto and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1 GENERAL

All Railroad Work to be reimbursed by the STATE under this AGREEMENT, including work performed by the RAILWAY's consultants or contractors, will be subject to compliance with the applicable sections of 23 CFR Parts 646 (Subpart B) and 140 (Subpart I), which sections are incorporated hereby and made a part of this AGREEMENT.

ARTICLE 2 SCOPE OF WORK

The STATE and the RAILWAY will perform the work as set forth in the above "Description of Improvements and Division of Work." A plan labeled Exhibit A further describes the proposed improvements.

The RAILWAY will provide all work, labor, materials and services to perform the Railroad Work. For all applicable materials necessary to perform the Railroad Work, the RAILWAY shall comply with the Buy America requirements under 23 U.S.C. 313. The RAILWAY shall provide materials certifications with each invoice for which payment is requested that affirms said materials comply with 23 U.S.C. 313.

If work is to be performed by the STATE or its contractor as described in this AGREEMENT, the RAILWAY hereby grants the STATE or its contractor permission to enter upon the RAILWAY's property for the purpose of performing said work.

ARTICLE 3 AUTHORITY TO BEGIN WORK

The RAILWAY agrees not to commence Railroad Work until receipt of notice to begin Work in writing by the STATE, and that reimbursement will be limited to those costs incurred subsequent to the date of such notification. The RAILWAY agrees to notify the STATE at least 14 calendar days prior to beginning Railroad Work.

ARTICLE 4 PROTECTION OF RAILROAD PROPERTY DURING CONSTRUCTION

All work herein provided for to be done by the STATE or its contractors on the RAILWAY's right of way shall be performed by the STATE or its contractors in a manner as not to interfere with the movement of trains or traffic upon the tracks of the RAILWAY. The STATE or its contractors, shall use all care and precaution necessary to avoid accident, damage, or interference to the RAILWAY's tracks or to the trains or traffic using its tracks and notify the RAILWAY at least 30 calendar days prior to performing work adjacent to any track to enable the RAILWAY to furnish flagging and the STATE shall reimburse the RAILWAY for the cost thereof PURSUANT TO Section VII, below.

ARTICLE 5 INSURANCE

Any contract between the STATE and its contractor for STATE construction work within RAILWAY property shall require the contractor to:

1. Furnish to the RAILWAY a Railroad Protective Insurance Policy in the form provided by FHPM 6-6-2-2. The combined single limit of said policy shall not be less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of the loss or destruction of or injury or damage to property in any one occurrence during the policy period, and subject to that limit a total (or aggregate) limit of not less than Six Million Dollars (\$6,000,000) for all damages during the policy period. Said insurance policy is to be executed by a corporation qualified to write the same in the state in which the work is to be performed, shall be in the form and substance satisfactory to the RAILWAY and shall be delivered to an approved by the RAILWAY prior to commencement of any work within RAILWAY property.
2. Carry regular Contractor's Public Liability and Property Damage Insurance providing for a limit of riot less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of one person, and, subject to the limit for each person, a total limit of not

less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages to or destruction of property in any one occurrence and subject to that limit a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000) for all damages to or destruction of property during the policy period.

A certificate of insurance providing proof of Contractor's Public Liability and Property Damage Insurance, executed by a corporation qualified to write the same in the State of Washington and in form and substance satisfactory to the RAILWAY, shall be delivered to and approved by the RAILWAY prior to the entry upon or use of the RAILWAY's property by the contractor.

ARTICLE 6 PROJECT COMPLETION

Within 30 calendar days of completion of the Railroad Work, the RAILWAY will by letter notify the STATE that construction is completed.

ARTICLE 7 PAYMENT

The STATE, in consideration of the faithful performance of the Railroad Work to be done by the RAILWAY, agrees to pay the RAILWAY actual direct and related indirect costs accumulated in accordance with a work order accounting procedure as prescribed and approved by the ICC Uniform System of Accounts, or its equivalent.

An itemized estimate of cost for the Railroad Work to be performed by the RAILWAY at the STATE's expense is shown on Exhibit B.

Following execution of this AGREEMENT, progress bills may be submitted to the STATE to cover costs incurred and the STATE shall pay such progress billings within thirty (30) calendar days of receipt from the RAILWAY. If the billing is disputed for any reason, the STATE will promptly notify the RAILWAY and will pay any undisputed amount. Progress bills are not to be submitted more frequently than one (1) per month.

Final and detailed billing on all incurred costs shall be made by the RAILWAY and furnished to the STATE within ninety (90) calendar days of completion of the RAILWAY's Work, and the STATE shall pay all eligible amounts of such bill, less progress payments previously made.

It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, if required, all adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the RAILWAY, the RAILWAY agrees to refund such overpayment to the STATE.

During the progress of construction and for a period not less than six years from the date of final payment to the RAILWAY, the records and accounts pertaining to the construction of the project and accounting therefor are to be kept available for inspection and audit by the STATE and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

ARTICLE 8 SALVAGE

All material removed by the RAILWAY, which has been replaced at STATE expense, shall be reclaimed or disposed of by the RAILWAY and shall be credited to the STATE in accordance with 23 CFR Part 140.908.

ARTICLE 9 MAINTENANCE OF FACILITY

Upon completion of the Work, the RAILWAY, at its sole cost and expense, shall operate and maintain any railroad warning devices, crossings surfaces, or other elements of railroad infrastructure as required by federal and state regulatory requirements.

ARTICLE 10 RELOCATION OF FACILITY

In the event that either highway or railway changes will necessitate revisions of the signals by rearrangement, replacement or additions at the said location, the party whose changes cause said revisions will bear the entire cost of the same without obligation to the other.

ARTICLE 11 DISPOSITION OF SIGNALS NO LONGER REQUIRED

If for any reason the signals shall no longer be required at said grade crossing, the RAILWAY, on the approval of the STATE, may remove said signals. If in the opinion of the RAILWAY said signals are not obsolete, the Parties will determine if they can be used at some other state highway - railroad grade crossing. If the signals are either obsolete or may not be used at any state highway grade crossing, the RAILWAY will pay the STATE the salvage value for material not previously replaced by the RAILWAY during maintenance, less cost of removal.

ARTICLE 12 INDEMNIFICATION

The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the Work to be performed or performed pursuant to the provisions of this AGREEMENT. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that if such claims, suits, or actions result from the concurrent negligence of (a) the RAILWAY, its employees and authorized agents, and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, and/or authorized agents own negligence.

The Parties specifically assume potential liability for actions brought by the Party's own employees against the other Party and solely for the purposes of this indemnification, mutually waive any immunity they might have under the state industrial insurance laws (Title 51 RCW).

This indemnification and waiver shall survive the termination of this Agreement.

ARTICLE 13 PREVIOUS AGREEMENTS

This AGREEMENT (including exhibits incorporated herein) is the full and complete agreement between the RAILWAY and STATE with respect to the subject matter herein and supersedes any and all other

prior agreements between the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

ARTICLE 14 MISCELLANEOUS PROVISIONS

All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

No modification or amendment to this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as were attendant to this Agreement.

In the event any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action or proceedings shall be brought in a state court of competent jurisdiction situated in Thurston County, Washington or in the regionally appropriate United States District Court. This Agreement shall be interpreted in accordance with the laws of the State of Washington, unless such laws, rules, and regulations are preempted by applicable federal laws, rules, and regulations.

To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

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 executed this AGREEMENT as of the day and year first above written.

RAILWAY

By *Max Bette*
Title Chair Council
Date 8-15-17

Approved as to form only:
By: *Christina*
Deputy Prosecuting Attorney

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By _____
Title Ahmer Nizam, Technical Services and Business Manager
Date _____

Approval as to form _____ Assistant Attorney General _____ Date _____

WSDOT RAILROAD GRADE CROSSING DIAGNOSTIC TEAM REVIEW WORKSHEET*

Reviewers: WSDOT (Connie Raezer, Dave Bellinger, Lynn Rust) FHWA (Don Peterson) Railroad (Eric Temple) Clark County (Rob Klug) ESD 112 (Lindahl Grant) UTC (Betty Young, Paul Curl)

Date: August 22, 2016

Location: SR 503 Mile Post 4.48 (near NE Caples Rd) WSDOT Region SW

Railroad Portland Vancouver Junction Railroad & Clark County Railroad USDOT No. 917071H

WSDOT PIN 450318R

Highway Data

No. of lanes in each direction: 2 lanes each direction (4)

Are Sidewalks or bike paths present? Yes No

ADT: 25,000 - 2015 count Roadway Speed Limit: 55 mph posted

School bus route? Yes No Unknown Count _____

Truck route? Yes No Unknown Percent _____

Hazmat transporters? Yes No Unknown

Crossing angle: 60 degrees

Approach curvature: tangent

Approach grades: level

- Evidence of scrape marks at the crossing from low vehicle clearance? Yes No

Comments on highway data:

Railway Data

No. of Tracks: 1 Trains Per Day: 1 time per week

Train Speed Limit: 10 MPH

* This report of survey is undertaken in order to comply with 23 United States Code Section 130. The use of this data is governed by 23 United States Code Section 409 and shall not be subject to discovery or admitted into evidence in a federal or state court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.

Approach curvature: _____

Passenger Trains? NO

Comments on railway data
Train detection – DC

Warning Devices (check all that apply)

- Gates Overhead flashing lights Shoulder-mounted flashing lights
 Crossbucks # Tracks sign Stop Bars

Are advance warning signs and pavement markings (including stop line) properly placed and in good condition?
Yes No

If "no" explain _____

Note the presence of other warning or regulatory signs associated with the crossing. For example:

- Stop or Yield Exempt Do Not Stop on Tracks Skewed Crossing
 Low Clearance Other(s) _____

Is the USDOT number posted? Yes No

Is an emergency notification phone number posted? Yes No

Crossing Surface

- Concrete Asphalt Timber Rubber Other _____

Sight Distance

Approach Sight Distance
Greater than 200 feet

Distance from the crossing along the opposing highway approach where the crossing becomes clearly visible: _____

Clearing Sight Distance

If the crossing has **no gates**, does the clearing sight distance meet the guidance criteria in Design Manual Figure 1350-1 (Case 1)?

Not applicable

Sight Triangle

If the crossing is **passive**, does the sign triangle meet the guidance criteria in Design Manual Figure 1350-1 (Case 2)?

Not applicable

Is the crossing illuminated? Yes No

Other Roadways

Are there any roadway intersections in the vicinity of the crossing that may cause traffic to queue back over the tracks? Yes No

If yes:

- What is the available storage space? _____

Are traffic signals located within 200 feet of the crossing or otherwise contributing to vehicle queues approaching the tracks? Yes No

If “yes”, is Railroad Preemption provided? Yes No

Comments/Observations

Accident Data

No. vehicle-train collisions in the last 5 years

Fatal _____

Injury _____

Property Damage _____

No. non-train-related vehicle collisions at crossing in the last 5 years

Fatal _____

Injury 3 _____

Property Damage 5 2011-2016

No. pedestrian-related incidents in the last 5 years

Fatal _____

Injury _____

Information on reported near misses between vehicles and trains at the crossing

No reports

Other Notes

School district has updated accident information and may have near miss info

Crossing Diagram



Recommendations/Action Items

Preferred Option:

WSDOT to install bus pull out lanes and guardrails, realign pedestrian path, and move any roadway luminary necessary to install bus pull out lane

RR to add additional crossing surface to the southbound lanes (west side of highway)

Estimated Cost: tbd (700,000)

AGREEMENT Number RRB 1156 EXHIBIT A

From: Will Cahill
To: "Barnett, Jerry"
Subject: RE: SR-503 crossing extension
Date: Friday, December 02, 2016 3:45:26 PM

Jerry,

As far as the track is concerned, I included new IJ's, moving the existing Ring-10 rectifier and the associated wiring and bonding for the track circuits

My understanding is that the in-place grade crossing signals and cantilever will not be moved.

I assume they will need to relocate the illumination on the north side of the track and raise a junction box on the south side of the track, but those were excluded from the estimate.

WSDOT said to plan on a 16 foot widening and if 8 foot will do the job they will cut the estimate in half.

Will

From: Barnett, Jerry [mailto:Jerry.Barnett@clark.wa.gov]
Sent: Friday, December 02, 2016 2:34 PM
To: Will Cahill <cahillinc@tds.net>
Subject: RE: SR-503 crossing extension

Will,

Thank you. I can't tell if we are going with 8' or 16'. If 16', isn't there a cost associated with the signal?

From: Will Cahill [mailto:cahillinc@tds.net]
Sent: Friday, December 02, 2016 2:20 PM
To: Barnett, Jerry
Subject: SR-503 crossing extension

Jerry,

SR-503 – RR MP 9.80 At-Grade Crossing

Extend the crossing 16 feet 3 inches west of existing Premier crossing tubs.

Estimate includes:

- Mobilization
- Highway traffic control
- Removal of existing crossties and ballast
- Installation of two BNSF/UP Common Standard concrete crossing panels with end deflector
- New Pandrol® plates and e-clips
- New track spikes
- Bond wire existing Insulated Joints
- Install 2 pair new 132 RE insulated joints
- Move existing rail shunt
- Relocate track circuits and web bond at new insulated joint locations

- New 7" x 9" x 10' hardwood ties
- RR Ballast
- Machine tamp to line and grade
- RR protective insurance
- RR right of entry permit
- RR flagging
- Washington State Sales Tax

Note:

- Estimate is based on Prevailing Wage Rates
- No cost included for utility protection or relocation

Estimate:

\$98,072.48 for 16 foot extension.

\$49,036.24 for 8 foot extension.

Will

This e-mail and related attachments and any response may be subject to public disclosure under state law.