

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: _____
Mile Post 699.00
Line Segment 1046
U.S. DOT Number 672147E
MADILL Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this “Agreement”) is effective as of November 12, 2019, by and between CITY OF CARROLLTON (hereinafter called, “AGENCY”) and BNSF Railway Company (hereinafter called, “BNSF”).

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at JOSEY LANE with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **BNSF Work.** The Company will install a new concrete crossing surface for a width of 160 feet. The new crossing surface will adequately cover all vehicular driving lanes and sidewalks at JOSEY LANE. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
2. **AGENCY Work.** AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY’s Work. The principal elements of AGENCY’s Work are as follows:
 - (a) Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surfaces;
 - (b) Place asphalt between the new concrete crossing panels and the adjacent edge of the concrete roadway and sidewalk approaches to the track; and
 - (c) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials caused by this work provided for in this agreement to the satisfaction of BNSF.
3. **Payment; Invoicing.** Upon Company’s completion of installing the new concrete crossing surface, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface.

Agency agrees to pay Company a lump sum of sixty-four thousand and No/100 Dollars (\$64,000.00) for the new crossing surface.

4. **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5. **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing concrete roadway and sidewalk surfaces at JOSEY LANE and the new crossing surface on both sides of the track.

6. **Contractor Requirements:** If used, AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

7. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: Timothy J. Huya

Title: Manager Public Projects

**AGENCY
CITY OF CARROLLTON, TEXAS**

By: _____

Printed Name: _____

Title: _____

All invoices for the project will be sent to:
CITY OF CARROLLTON
Public Works Department
Attn: Kevin Pike
Public Works Manager
2150 Old Denton Road
Carrollton, Texas 75006
Phone: 972-466-4293
Email: Kevin.Pike@CityofCarrollton.com

Railroad Crossing SURFACE Estimate for
JOSEY LANE - DOT No. 672147E
Revised on 11/04/2019

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF CARROLLTON

LOCATION BLISS

DETAILS OF ESTIMATE

PLAN ITEM : 235547000

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - RDW DIV MADILL SUB LS 1046 MP 699 - DOT# 672147E - LUMP SUM BILLABLE \$64K TO THE CITY OF CARROLLTON, TX

BNSF TO INSTALL ONE NEW 160-FT CONCRETE CROSSING ON JOSEY LANE, DOT NO. 672147E IN CARROLLTON, TX.
CITY TO PROVIDE PAVEMENT ON ROADWAY AND SIDEWALK APPROACHES AND TRAFFIC CONTROL.

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

PLACE FIELD WELDS - CAP	96.0 MH	3,040	
REMOVE PUBLIC CROSSING	229.58 MH	7,181	
REMOVE TRACK	11.0 MH	345	
REPLACE PUBLIC CROSSING - TOTAL REHAB	160.0 MH	5,005	
REPLACE TRACK PANELS - CAP	40.0 MH	1,252	
SURFACE TRACK - REPLACEMENT - CAP	24.0 MH	775	
UNLOAD BALLAST - REPLACEMENT - CAP	17.0 MH	532	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	80.0 MH	2,503	
UNLOAD TRACK PANELS - REPLACEMENT	12.0 MH	376	
PAYROLL ASSOCIATED COSTS		13,729	
DA OVERHEADS		22,797	
EQUIPMENT EXPENSES		10,890	
INSURANCE EXPENSES		3,673	
TOTAL LABOR COST		72,098	72,098

MATERIAL			

BALLAST, FOR GENERIC USE ONLY	280.0 NT **	2,868	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	5.0 EA **	28,723	
RAIL, TRANSN,BE,40 FT,136 - 1/4 WORN 132	4.0 EA	3,984	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	360.0 EA **	720	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	12.0 KT **	814	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	160.0 FT **	25,920	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1.0 ST **	310	
MATERIAL HANDLING		3,165	
ONLINE TRANSPORTATION		4,340	
USE TAX		5,017	
OFFLINE TRANSPORTATION		759	
TOTAL MATERIAL COST		76,620	76,620

OTHER			

TOTAL OTHER ITEMS COST		0	0
PROJECT SUBTOTAL			148,718
CONTINGENCIES			11,625
BILL PREPARATION FEE			1,604
GROSS PROJECT COST			161,947
LESS COST PAID BY BNSF			97,947
TOTAL BILLABLE COST			64,000