

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Resolut.1

Council to discuss & consider action on a Resolution authorizing the Mayor to sign an agreement with the St. of NE Dept. of Transportation & BNSF Railway to install a concrete crossing surface, railroad crossing signals & activation equipment on Ave I for the Monument Valley Pathway North Project.

Staff Contact: Mark Bohl, Public Works Director

RESOLUTION NO. ____

WHEREAS, the City of Scottsbluff, the BNSF Railway Company and the State intend to install a 16 ft. concrete crossing surface and railroad crossing signals and activation equipment known as the Scottsbluff Monument Valley Pathway North (ENH-79(42)) at BNSF Railway DOT No 089157E.

WHEREAS, the parties have provided for the terms and conditions for making those improvements in a Grade Crossing Signal and Surface Installation Agreement.

WHEREAS, the City of Scottsbluff wishes to enter into this three-party agreement.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Scottsbluff hereby authorizes the Mayor to sign an agreement with the State of Nebraska, Department of Transportation and BNSF Railway to install a 16 ft. concrete crossing surface and railroad crossing signals and activation equipment located at BNSF Railway Company DOT. No. 089157E.

NDOT Project Number: ENH-79(42)

NDOT Control Number: 51512

NDOT Project Description: Scottsbluff Monument Valley Pathway North

RESOLVED THIS ____ DAY OF _____, 20__.

ATTEST:

City Clerk

City Council Chair



Pete Ricketts, Governor

October 17, 2019

Kimberley Wright
City Clerk
2525 Circle Drive
Scottsbluff, NE 69361

RE: Project No. ENH-79(42)
Scottsbluff Monument Valley Pathway North
DOT No. 089157E

CN 51512
Scotts Bluff County
MP: 31.71

Enclosed are the three originals of the Grade Crossing Signal and Surface Installation Agreement for the above referenced project.

This agreement is for the installation of a 16 ft. concrete crossing surface and crossing signals at BNSF DOT No. 089157E, located in Scotts Bluff County.

If you find them acceptable, have the originals executed on behalf of City of Scottsbluff, and return them to me for further handling.

Also enclosed is a signing resolution. This resolution needs to be passed at a meeting of the City Council to the signing of this agreement. If you have any questions pertaining to this resolution, please contact Travis Haberman at (402) 479-4515.

Sincerely,

Kathy Nuttelman
Railroad Liaison
Local Assistance Division
Nebraska Dept. of Transportation

Enclosures

pc: Project File

Kyle Schneeweis, P.E., Director
Department of Transportation

MAILING ADDRESS
PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS
1500 Highway 2
Lincoln, NE 68502

PHONE 402-471-4567
EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

GRADE CROSSING SIGNAL AND SURFACE INSTALLATION AGREEMENT

**BNSF File No.: BF10015832
Mile Post 31.71
Line Segment 0005
U.S. DOT Number 089157E
Valley Subdivision**

THIS GRADE CROSSING SIGNAL INSTALLATION AGREEMENT (hereinafter called, "Agreement") is executed to be effective as of _____, 2019, by and between the **CITY OF SCOTTSBLUFF**, a Political Subdivision of the State of Nebraska, a Municipal Corporation (hereinafter called "CITY"), the **NEBRASKA DEPARTMENT OF TRANSPORTATION** (hereinafter called "AGENCY"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "RAILROAD");

WITNESSETH:

WHEREAS, in the interest of aiding pedestrian travel and public safety, the CITY is undertaking a project to install a 16 ft. concrete crossing surface and railroad crossing signals and activation equipment known as the Scottsbluff Monument Valley Pathway North (ENH-79(42));

WHEREAS, the project is located at U.S. DOT crossing number 089157E as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, CITY also desires RAILROAD to install a new crossing surface at Ave. I with a new concrete and rubber crossing surface;

WHEREAS, the CITY is paying for the acquisition and installation of crossing surface and crossing signal equipment at Ave. I;

WHEREAS, the RAILROAD agrees to purchase and install, at CITY's sole expense, the crossing signal equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below;

WHEREAS, the CITY and AGENCY will acquire a previously negotiated easement Form 419 through Jones Lang LaSalle separate from this agreement for the trail installation across BNSF;

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

ARTICLE I – SCOPE OF WORK

1. The term “Project” as used in this agreement includes any and all work related to the installation of crossing signals, activation equipment, and crossing surface at U.S. DOT crossing 089157E, more particularly described on Exhibit “A” and Exhibit “B” which are attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of advance warning signs and pavement marking stop bars, installation of any new crossing surface, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of CITY set forth herein and the faithful performance thereof, RAILROAD agrees as follows:

1. The RAILROAD will, using its own labor forces under applicable labor agreements, install the Crossing Signal Equipment and the new crossing surface at Ave. I. The work will be performed at CITY’s expense and in accordance with the MUTCD and the plans and specifications approved by the CITY and AGENCY. The plans and specifications are attached to this Agreement as Exhibit “B” and incorporated herein.
2. A detailed estimate of RAILROAD’S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit “C” and incorporated herein. In the event construction for the Project has not commenced within six (6) months following the effective date of this Agreement, RAILROAD may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit “C”. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit “C” not specifically mentioned therein may be included as a part of this Agreement upon written approval of CITY, which approval will not be unreasonably withheld.
3. RAILROAD will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project.
4. The RAILROAD will, at CITY’s expense, dispose of all scrap from the RAILROAD’S work hereunder.

5. The RAILROAD will finalize and complete billing of all incurred costs under this Agreement no later than one (1) year following installation of the Crossing Signal Equipment and the new crossing surface.

ARTICLE III – CITY OBLIGATIONS

In consideration of the covenants of RAILROAD set forth herein and the faithful performance thereof, CITY agrees as follows:

1. CITY must perform, at CITY's expense, the following work:
 - a) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD"), if necessary.
 - b) Installation of advance warning signs in accordance with the MUTCD.
 - c) CITY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular or pedestrian traffic at the Ave. I crossing during the installation of the new crossing surface and signal equipment.
2. The AGENCY and CITY will approve the location of the signals and signal bungalow prior to installation by RAILROAD.
3. Actual costs for engineering, materials and labor (including third party charges for the installation of electrical service) associated with the installation of the Crossing Signal Equipment and the new crossing surface must be paid by the CITY (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
4. In the event the services of a consultant are needed after execution of this Agreement due to any exigency of the RAILROAD and the Project, the AGENCY, CITY and the RAILROAD will mutually agree, in writing, as to the selection of a consultant and the applicable scope of work to be performed by such consultant. All work performed hereunder by any consultant and any resulting costs must be paid by CITY as a part of the costs for the Project.
5. During the installation of the Crossing Signal Equipment and the new crossing surface, RAILROAD will send CITY progressive invoices detailing the costs of the work performed by RAILROAD under this Agreement. CITY must reimburse RAILROAD for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, RAILROAD will send CITY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit "C". Pursuant to this section, CITY must pay the final invoice within ninety (90) days of the date of the final invoice. RAILROAD will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by RAILROAD, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on

delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to CITY under this section.

6. The CITY must have advance railroad crossing warning signs and standard pavement markings in place at the crossing shown on Exhibit "A" (if the same are required by the MUTCD) prior to the acceptance of this Project by the CITY. The CITY assumes full responsibility for the maintenance of advance warning signs and pavement markings and agrees to hold harmless and indemnify the RAILROAD for any claims, damages or losses, in whole or in part, caused by or due to the CITY'S failure to maintain the advance warning signs and markings or other requirements of the MUTCD.

7. The AGENCY must give RAILROAD'S Manager of Public Projects written Notice to Proceed with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

ARTICLE IV- JOINT OBLIGATIONS

In consideration of the mutual covenants of the parties contained herein and the premises, the parties mutually agree as follows:

1. All cost records of the RAILROAD pertaining to the Project will be open to inspection and audit at any reasonable time by representatives of the CITY and AGENCY (including the legislative auditor and fiscal analyst for the CITY and AGENCY) for a period of three (3) years from the date of the final RAILROAD invoice under this Agreement.
2. Upon completion of the installation of the Crossing Signal Equipment and the new crossing surface, the RAILROAD, will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment and the new crossing surface in proper condition.
3. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the CITY or any other appropriate governmental or legislative authority increase the CITY's portion of maintenance costs under this Agreement, RAILROAD will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the CITY'S increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
4. If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

5. If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:

- a) In the event the RAILROAD's sole negligence destroys or damages the Crossing Signal Equipment, RAILROAD must reimburse CITY for the costs to replace or repair such Crossing Signal Equipment.
- b) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, CITY must, at its sole cost and expense, replace or repair such Crossing Signal Equipment.

6. If the Crossing Signal Equipment installed hereunder cannot, through age, be maintained, or, by virtue of its obsolescence, requires replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable CITY at the time of such replacement is warranted.

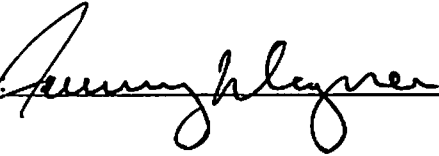
7. This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

8. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

9. This Agreement may be signed in counterparts, any one of which will be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BNSF RAILWAY COMPANY

By: 

Printed Name: Jeremy Wagner

Title: Manager Public Projects

CITY OF SCOTTSBLUFF

By: _____

Printed Name: _____

Title: _____

NEBRASKA DEPARTMENT OF TRANSPORTATION

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

CROSSING EXHIBIT

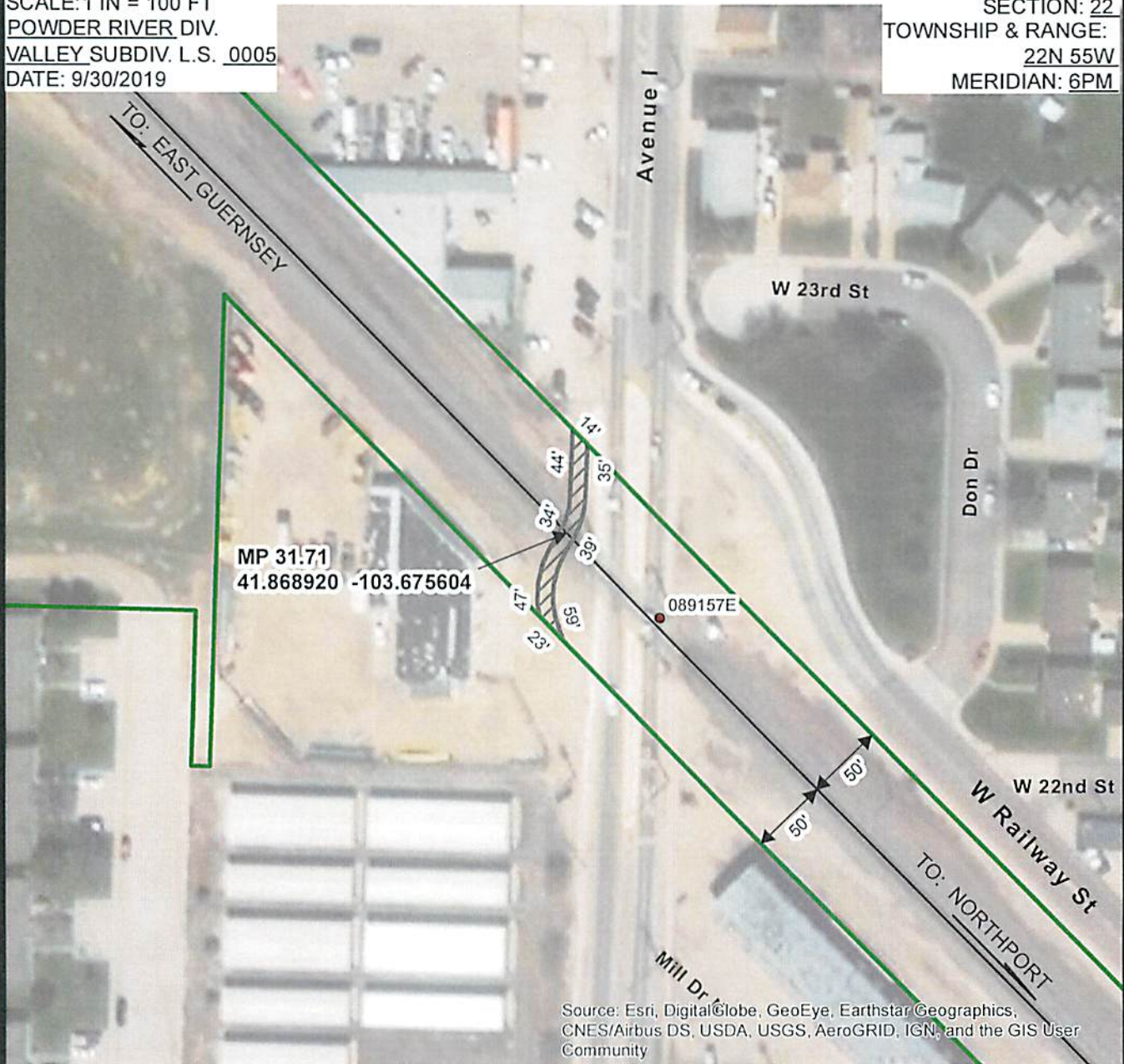
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF SCOTTSBLUFF
NEBRASKA DOT



SCALE: 1 IN = 100 FT
POWDER RIVER DIV.
VALLEY SUBDIV. L.S. 0005
DATE: 9/30/2019

SECTION: 22
TOWNSHIP & RANGE:
22N 55W
MERIDIAN: 6PM

MAP REF. s53366



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

LEGEND:

- PREMISES
- RIGHT OF WAY LINE
- TRACK

DESCRIPTION:

A NEW 10' WIDE PEDESTRIAN TRAIL CROSSING SHOWN HATCHED.
DOT # 089157E

SCOTTSBLUFF
COUNTY OF SCOTTS BLUFF

STATE OF NE

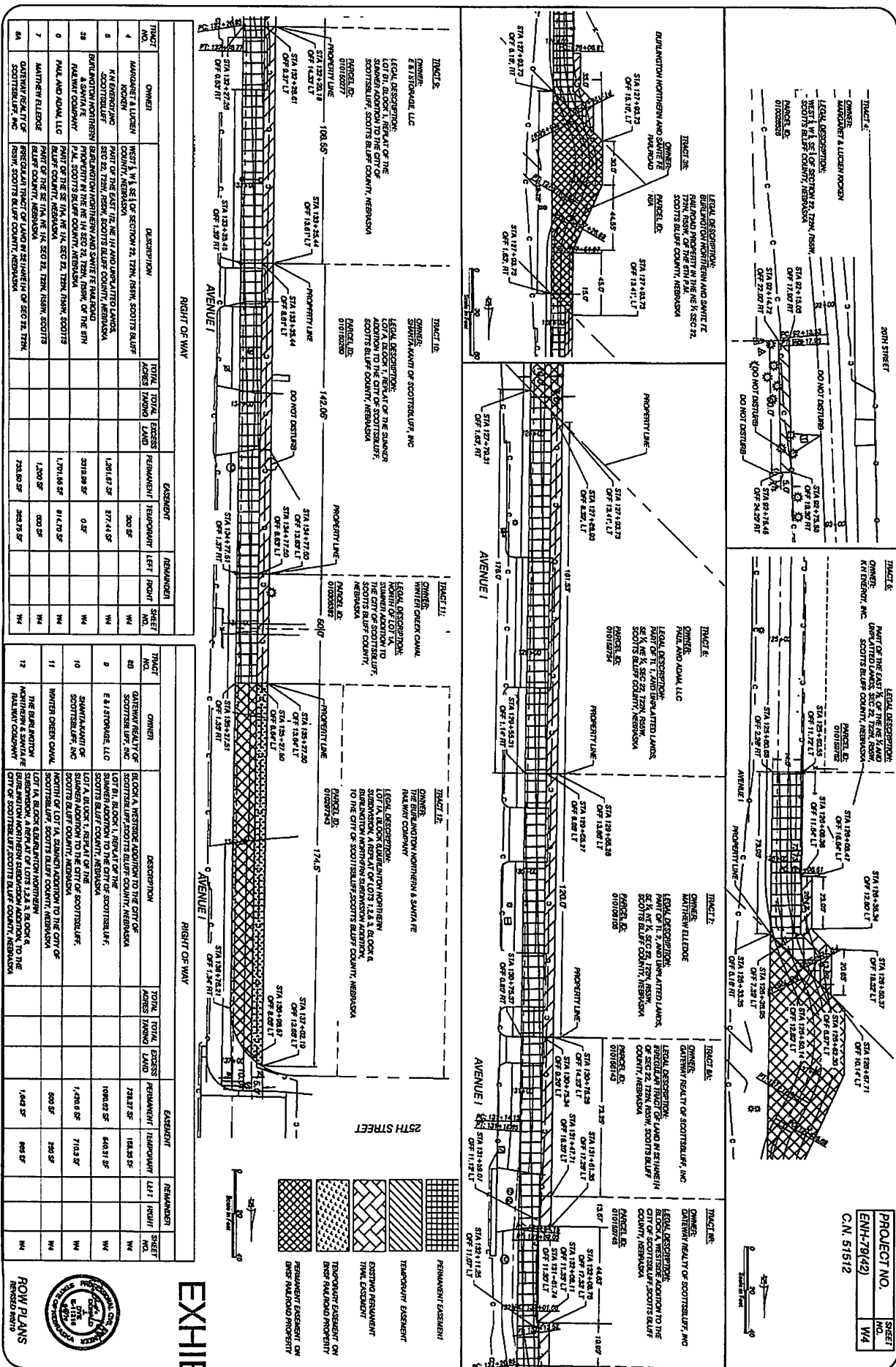
JNC

DRAWING NO. 76775

Exhibit "B"

PLANS

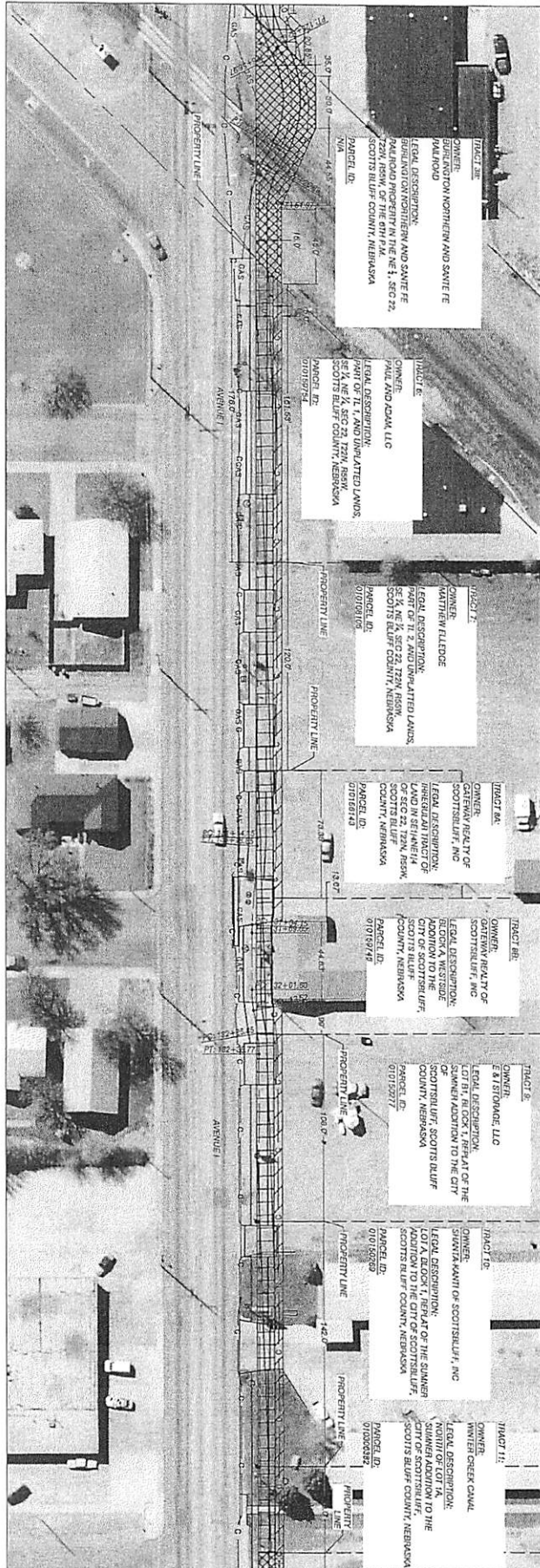
EXHIBIT A



EXHIBIT

PROJECT NO.
ENH-79(42)
C.N. 51512

SHEET
W19



TRACT NO.	OWNER	DESCRIPTION	TOTAL ACRES	PERMANENT EASEMENT	TEMPORARY EASEMENT	LEFT RIGHT	SHEET NO.
38	BURLINGTON NORTHERN AND SANTA FE RAILROAD	PROPERTY IN THE NE 1/4 SEC 22, T2N, R5W, OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA	370.00	0.00	0.00		W4
9	PAUL AND ADAM LLC	PART OF THE SE 1/4 NE 1/4 SEC 22, T2N, R5W, SCOTTS BLUFF COUNTY, NEBRASKA	1,201.65	0.00	0.00		W4
7	MATTHEW ELLEDGE	BLUFF COUNTY, NEBRASKA	1,200.00	0.00	0.00		W4
6A	GATEWAY REALTY OF NEBRASKA, INC.	IRREGULAR TRACT OF LAND IN NEBRASKA OF SEC 22, T2N, R5W, SCOTTS BLUFF COUNTY, NEBRASKA	723.60	0.00	0.00		W4
6B	GATEWAY REALTY OF NEBRASKA, INC.	BLOCK 4, WESTSIDE ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA	723.27	0.00	0.00		W4
9	E & J STORAGE, LLC	LOT 11, BLOCK 1, REFEAT OF THE SUMMER ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA	103.00	0.00	0.00		W4
10	SWANKMAN OF NEBRASKA, INC.	LOT 1, BLOCK 1, REFEAT OF THE SUMMER ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA	1,420.65	0.00	0.00		W4
11	WINTER CREEK CANAL	SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA	600.00	0.00	0.00		W4

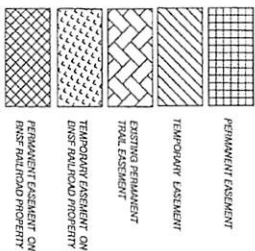
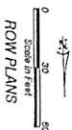
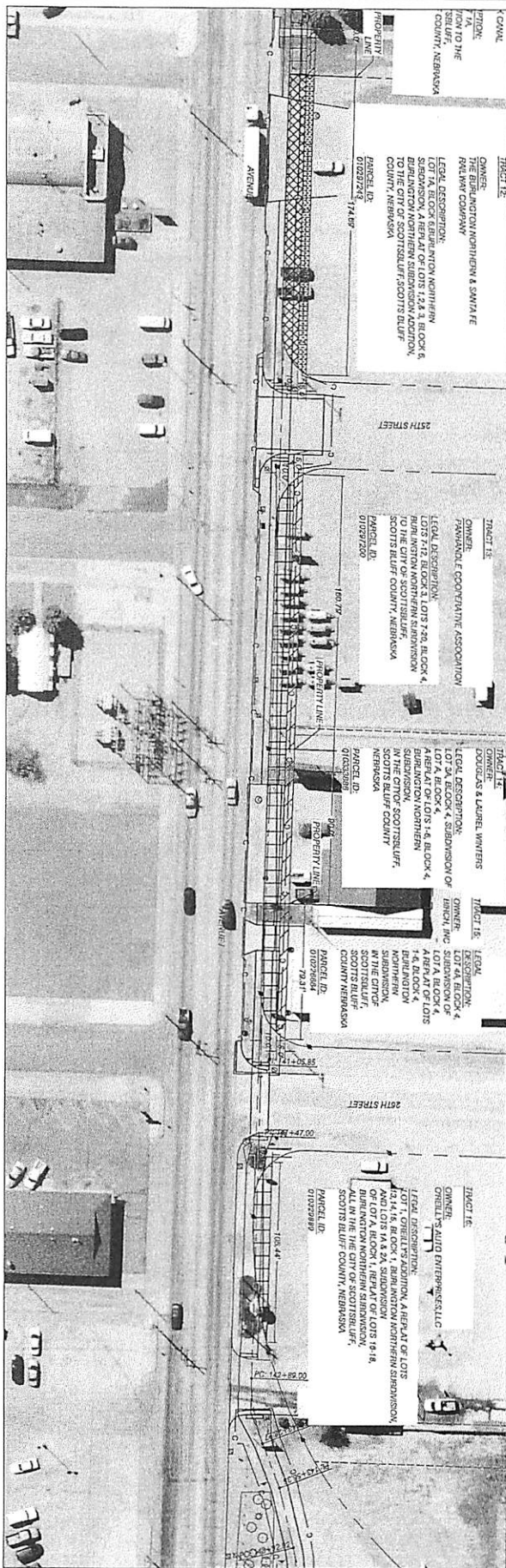


EXHIBIT A





RIGHT OF WAY					
TRACT NO.	OWNER	DESCRIPTION	TOTAL ACRES	PERMANENT EASEMENT	REMARKS
12	THE BURLINGTON NORTH & SANTA FE RAILWAY COMPANY	SUBDIVISION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, BURLINGTON NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	1.462 SF	665 SF	W4
13	PERMANENT COOPERATIVE ASSOCIATION	LOTS 1, 2, 3, & 4, BLOCK 6, BURLINGTON NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	160 SF	795 SF	W5
14	DOUGLAS & LAUREL WINTERS	LOT 1, CHIEF'S ADDITION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, BURLINGTON NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	200 SF	420 SF	W6
15	BRICK, INC.	LOT 1, CHIEF'S ADDITION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, BURLINGTON NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	668 SF	398 SF	W5
10	OPRELY AUTO ENTERPRISES, LLC	LOT 1, CHIEF'S ADDITION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, BURLINGTON NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	746 SF		W5

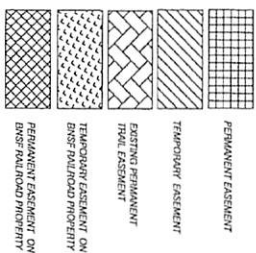


EXHIBIT A

Scale 1" = 40'
ROW PLANS



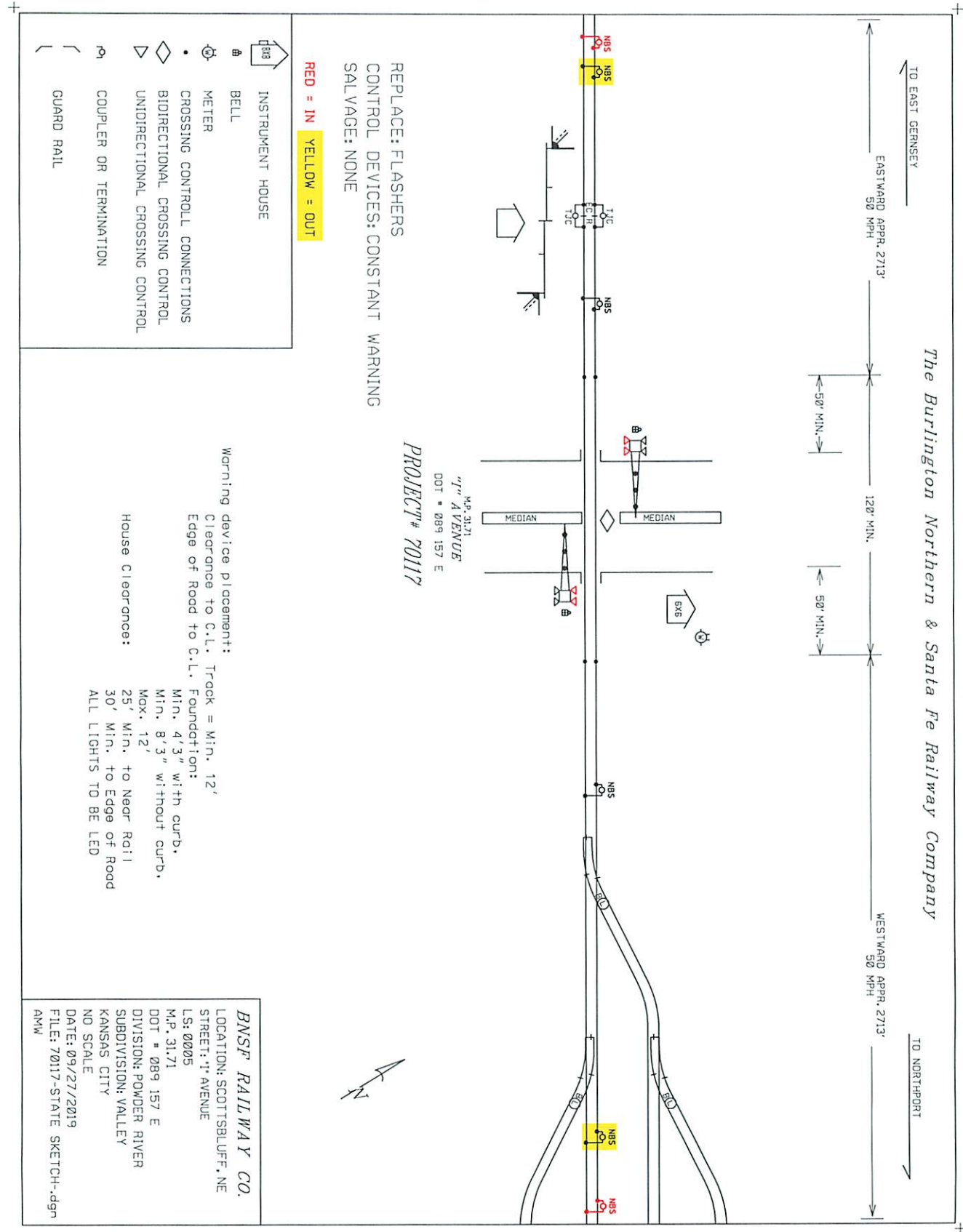


Exhibit "C"

COST ESTIMATES

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
NDOT

LOCATION SCOTTSBLUFF DETAILS OF ESTIMATE PLAN ITEM : 000297274 VERSION : 3

PURPOSE, JUSTIFICATION AND DESCRIPTION

AVE 1 - SCOTTSBLUFF NE; INSTALL FLASHERS; POWDER RIVER DIV; VALLEY SUBDIV; LS 5; MP 31.71; DOT# 089157E; SEQ# 70117.

MONTHLY POWER UTILITY COST CENTER : 61881.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE STATE OF NEBRASKA IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

SIGNAL FIELD - INSTALL	16.0	MH	494	
PAYROLL ASSOCIATED COSTS			322	
DA OVERHEADS			536	
EQUIPMENT EXPENSES			109	
INSURANCE EXPENSES			86	
TOTAL LABOR COST			1,547	1,547

MATERIAL				

CABLE, 5C/10	70.0	FT N	131	
FLASHING LIGHT ASSY, 1 WAY BACK	2.0	EA N	733	
LED LIGHT	4.0	EA N	720	
RELAY, EOR	1.0	EA N	750	
SHUNT, NBS	2.0	EA N	1,983	
USE TAX			275	
OFFLINE TRANSPORTATION			52	
TOTAL MATERIAL COST			4,644	4,644

OTHER				

CONTRACT ENGINEERING	1.0	LS N	2,500	
TOTAL OTHER ITEMS COST			2,500	2,500
PROJECT SUBTOTAL				8,691
CONTINGENCIES				0
BILL PREPARATION FEE				87
GROSS PROJECT COST				8,778
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				8,778

AUTHORITY FOR EXPENDITURE

LOCATION : SCOTTSBLUFF	LINE SEGMENT : 5	AFE NUMBER :
PLANITEM NUMBER : 231319001	MILEPOST : 31.71	RFA NUMBER : 5941419
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : PR	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : VALLEY	BUDGET YEAR : 2019
JOINT FACILITY : NDOT	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : NE	REPORTING OFFICE : 710
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : S3613

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP PRW DIV VALLEY SUB LS 5 MP 31.71 - DOT# 089157E - INSTALL 16' CROSSING SURFACE FOR NEW SIDEWALK ADJACENT TO CROSSING
- 100% BILLABLE TO NDOT

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
231319001	5	31.71	31.71	S	SCOTTSBLUFF	SCOTTSBLUFF	PUBLIC IMPROVEMENT PROJECT	2019

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	9,785	9,785
MATERIAL COSTS	0	0	0	0	5,709	5,709
OTHER COSTS	0	0	0	0	18,336	18,336
TOTALS	0	0	0	0	33,830	33,830

SYSTEM MAINTENANCE AND PLANNING
ESTIMATE REF. NUMBER: 5941419
COSTING DATE: 09/24/2019

PRINTED ON: 09/26/2019
ESTIMATED BY: ADAMS
PRINTED BY: ADAMS

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
NDOT

LOCATION SCOTTSBLUFF

DETAILS OF ESTIMATE

PLAN ITEM : 231319001

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP PRW DIV VALLEY SUB LS 5 MP 31.71 - DOT# 089157E

INSTALL 16' CROSSING SURFACE FOR NEW SIDEWALK ADJACENT TO CROSSING - 100% BILLABLE TO NDOT

REQUESTOR: JEREMY WEGNER 9/23/2019

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
REMOVE TRACK	2.04 MH	69	
REPLACE PUBLIC CROSSING - TOTAL REHAB	16.0 MH	479	
SIGNAL FIELD LABOR - CAP	16.0 MH	553	
SURFACE TRACK - REPLACEMENT - CAP	48.0 MH	1,483	
UNLOAD BALLAST - REPLACEMENT - CAP	1.0 MH	30	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	8.0 MH	240	
PAYROLL ASSOCIATED COSTS		1,863	
DA OVERHEADS		3,094	
EQUIPMENT EXPENSES		1,477	
INSURANCE EXPENSES		497	
TOTAL LABOR COST		9,785	9,785
***** MATERIAL *****			
ASPHALT IN PLACE PER TON	10.0 NT NX	1,417	
BALLAST, FOR GENERIC USE ONLY	17.0 NT **	166	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	36.0 EA **	72	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	16.0 FT **	2,592	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1.0 ST **	310	
SIGNAL MATERIAL	2.0 DAY	350	
MATERIAL HANDLING		172	
ONLINE TRANSPORTATION		263	
USE TAX		311	
OFFLINE TRANSPORTATION		56	
TOTAL MATERIAL COST		5,709	5,709
***** OTHER *****			
TRAFFIC CONTROL	1.0 LS	15,000	
TOTAL OTHER ITEMS COST		15,000	15,000
PROJECT SUBTOTAL			30,494
CONTINGENCIES			3,001
BILL PREPARATION FEE			335
GROSS PROJECT COST			33,830
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			33,830