



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	3/18/14
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager to execute a Grade Crossing Improvements Agreement with The Kansas City Southern Railway Company; and authorizing the City Manager or his authorized designee to execute all necessary documents; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	535,449	3,436,965	1,400,000	5,372,414
Encumbered/Expended Amount	-535,449	-1,678,926	0	-2,214,375
This Item	0	-342,431	0	-342,431
BALANCE	0	1,415,608	1,400,000	2,815,608

FUND(S): **PARK IMPROVEMENT CIP**

COMMENTS: This item, in the amount of \$342,431 will leave a current year balance of \$1,415,608 for the 09 Trail Connections project in 2013-14.

STRATEGIC PLAN GOAL: Constructing grade crossing improvements for future trail connections relates to the City's Goal of Great Neighborhoods - 1st Choice to Live and Partnering for Community Benefit.

SUMMARY OF ITEM

This Grade Crossing Improvements Agreement with The Kansas City Southern Railway Company details the improvements to be made to accommodate a hike and bike trail on the east side of Ohio Drive and a sidewalk on the west side of Ohio Drive. This is the future location of the Preston Ridge Trail connection between Plano and the City of Dallas. The grade crossing improvements must be made before the trail can be constructed.

Preston Ridge Trail will eventually connect to Frisco on the north in addition to the connection to Dallas on the south. The existing Dallas trail continues all the way to White Rock Lake. Preston Ridge Trail is a Six Cities Trail connection and a major linkage between Plano and Dallas. The City of Dallas' trail connection point is located within the east side of the Ohio Drive right-of-way on the south side of the President George Bush Turnpike.

The Kansas City Southern Railway Company must perform the work in their right-of-way. The estimated cost of the work is \$342,431 to be paid by the City of Plano.

Project Location Map –
<http://goo.gl/maps/Z8goL>

List of Supporting Documents:

Location Map

Resolution

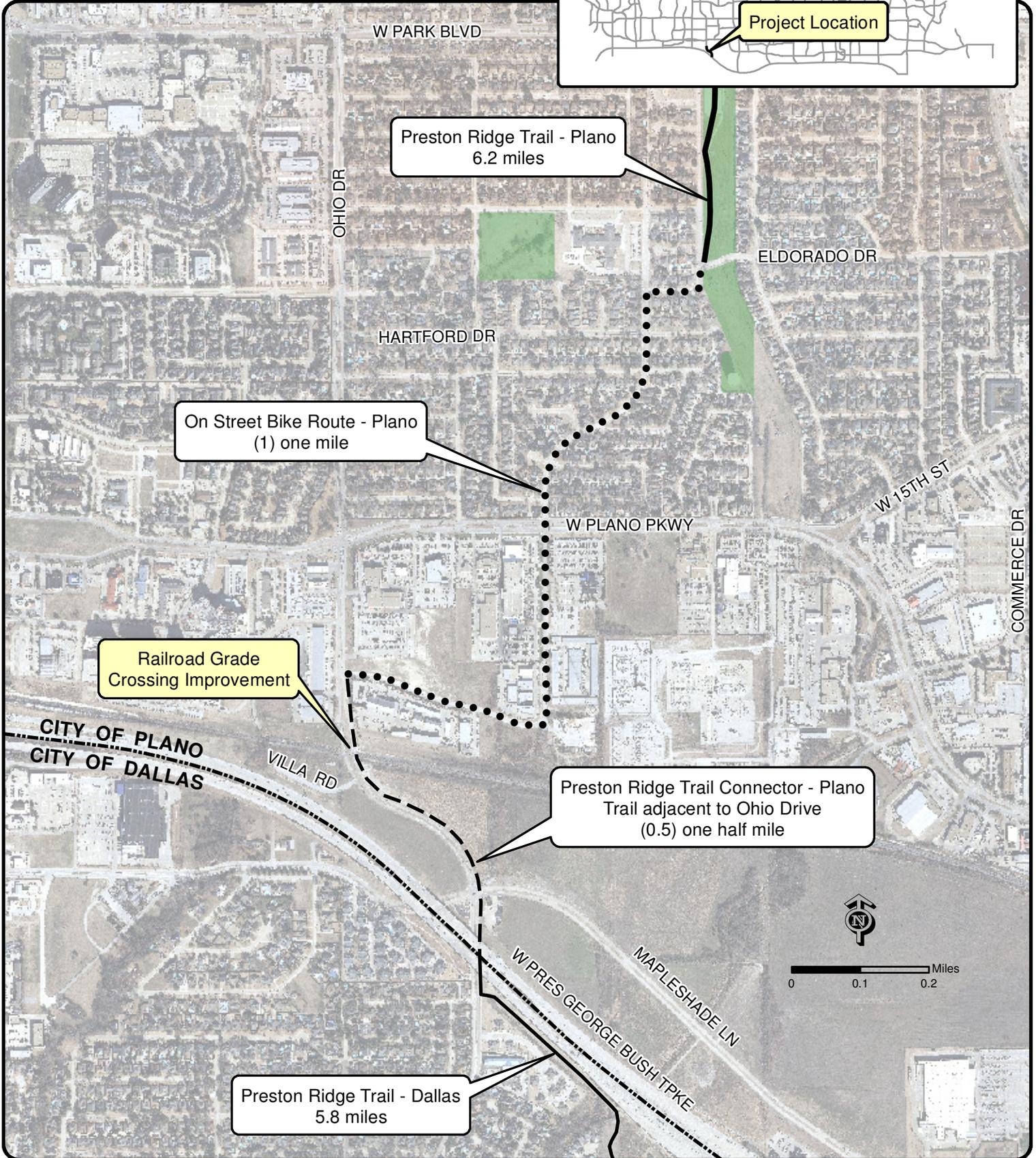
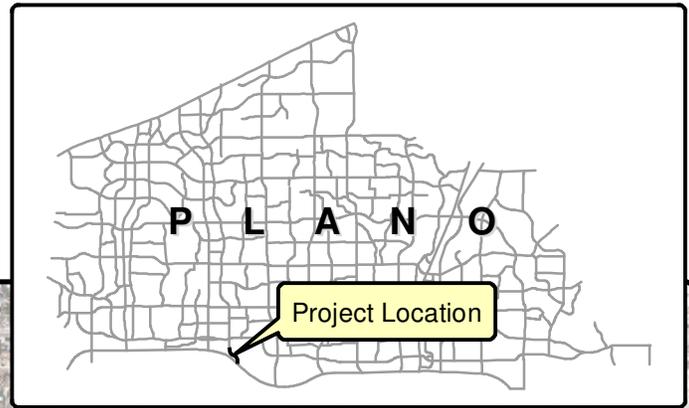
Agreement

Other Departments, Boards, Commissions or Agencies



Location Map

KCS Railroad Grade Crossing Improvement



W PARK BLVD

OHIO DR

HARTFORD DR

W PLANO PKWY

ELDORADO DR

W 15TH ST

COMMERCE DR

On Street Bike Route - Plano
(1) one mile

Railroad Grade
Crossing Improvement

CITY OF PLANO
CITY OF DALLAS

VILLA RD

Preston Ridge Trail Connector - Plano
Trail adjacent to Ohio Drive
(0.5) one half mile

Preston Ridge Trail - Dallas
5.8 miles

Preston Ridge Trail - Plano
6.2 miles

Project Location



0 0.1 0.2 Miles

A Resolution of the City Council of the City of Plano, Texas, authorizing the City Manager to execute a Grade Crossing Improvements Agreement with The Kansas City Southern Railway Company; and authorizing the City Manager or his authorized designee to execute all necessary documents; and providing an effective date.

WHEREAS, the City of Plano (“City”) desires The Kansas City Southern Railway Company to modify the railroad grade crossing by installation of a concrete crossing surface for a sidewalk/bike trail as per Exhibit “A”; and

WHEREAS, The Kansas City Southern Railway is agreeable to performing the work necessary to modify the aforesaid crossing from end of tie to end of tie, including installation of concrete crossing surfaces for the road and a sidewalk/bike trail as per Exhibit “A”; and

WHEREAS, the City desires to authorize the City Manager to represent and act for the City of Plano and to execute the Agreement with The Kansas City Southern Railway Company for the aforesaid crossing as per Exhibit “B”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The modification of the railroad grade crossing having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved including The Kansas City Southern Railway providing the necessary material and labor to rehabilitate and extend the grade crossing surfaces from end of tie to end of ties for the sidewalk/bike trail as per Exhibit “A” in the estimated amount of THREE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$342,431.00) per Exhibit “B”. The City will provide and pay for all traffic and pedestrian control required during the project and is responsible for sidewalk, bike trail, drainage and pavement markings beyond the ends of the ties.

Section II. The City Manager or his authorized designee is hereby authorized to execute all documents in connection therewith on behalf of the City to facilitate the modification to the railroad grade crossing.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 18th day of March, 2014.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

GRADE CROSSING IMPROVEMENTS AGREEMENT

This AGREEMENT is entered into this ____ day of _____, 2014 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation called herein "KCS", and **CITY of PLANO, TEXAS** to be addressed at 1520 Avenue K, Plano, TX 75074, called herein "City" (KCS and City being sometimes referred to herein individually as a "Party" or together as the "Parties").

WHEREAS, Ohio Drive is an existing public road in Plano, Texas, which crosses the mainline utilized by KCS at Mile Post D-76.0, on the KCS Alliance Subdivision, DOT No. 021638G ("Crossing"); and

WHEREAS, City desires to modify the Crossing by installation of a concrete crossing surface for a sidewalk/bike trail as per Exhibit "A," which is attached hereto and incorporated herein for all purposes; and

WHEREAS, KCS is agreeable to performing the work necessary to modify the aforesaid Crossing from end of tie to end of tie, including installation of concrete crossing surfaces for the road and a sidewalk/bike trail as per Exhibit "A" (the "Project"), but only as subject to the following terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. KCS shall provide the necessary materials and labor to rehabilitate and extend the grade crossing surfaces from end of tie to end of tie for the sidewalk as per Exhibit "A" at the Crossing. The City shall pay one hundred percent (100%) of KCS's actual costs of installing the new crossing surface, including labor, equipment, materials, shipping and handling of the materials, and standard additives as reflected on Exhibit "B" hereto (the "Estimate for the Project"). KCS estimates the cost of the Project to be THREE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$342,431.00), as shown on Exhibit "B". KCS will invoice the City for that estimated amount of THREE HUNDRED FORTY TWO THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$342,431.00), at or after delivery of the crossing surface to the site. The City shall pay said invoice within 30 days of the date it is sent. Following completion of the Project, KCS shall determine its actual cost of the Project. If the actual cost exceeds the estimated amount stated above, KCS shall invoice the City for the difference between the estimated amount and the actual cost and the City shall pay that additional invoice within 30 days after the date it is sent. If the estimated amount exceeds the actual cost, KCS shall refund to the City the amount of that excess within 30 days of receipt of the City's payment of the estimated cost.

2. City, at its sole cost and expense, shall provide all necessary materials and labor to construct the portions of the Crossing outside the ends of ties for the sidewalk/bike trail. City will install the sidewalk approaches, drainage, pavement markings, close the roadway to all vehicular and truck traffic as needed during construction, arrange for all construction and warning signs and barricades, and be responsible for any required notification of the public.

3. City shall furnish KCS with a certified copy of the resolution or ordinance adopted by the governing body of Plano, Texas authorizing the City Manager to execute this Agreement on behalf of City.

4. City shall be responsible for providing and paying for all traffic and pedestrian control (including but not limited to barriers and flagmen) required during the Project, all in accordance with the Manual on Uniform Traffic Control Devices and other applicable safety standards.

5. Upon completion of the work, the crossing surface installed in the Project will thereafter be maintained by KCS

6. The City, with the cooperation of KCS, will be responsible for obtaining any required governmental authorizations, including approval of the Texas Department of Transportation. All work will be done in accordance with the Manual on Uniform Traffic Control Devices where it applies.

7. KCS' receipt from the City of a complete, fully-executed original of this Agreement shall constitute notice from the City to proceed with the Project.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

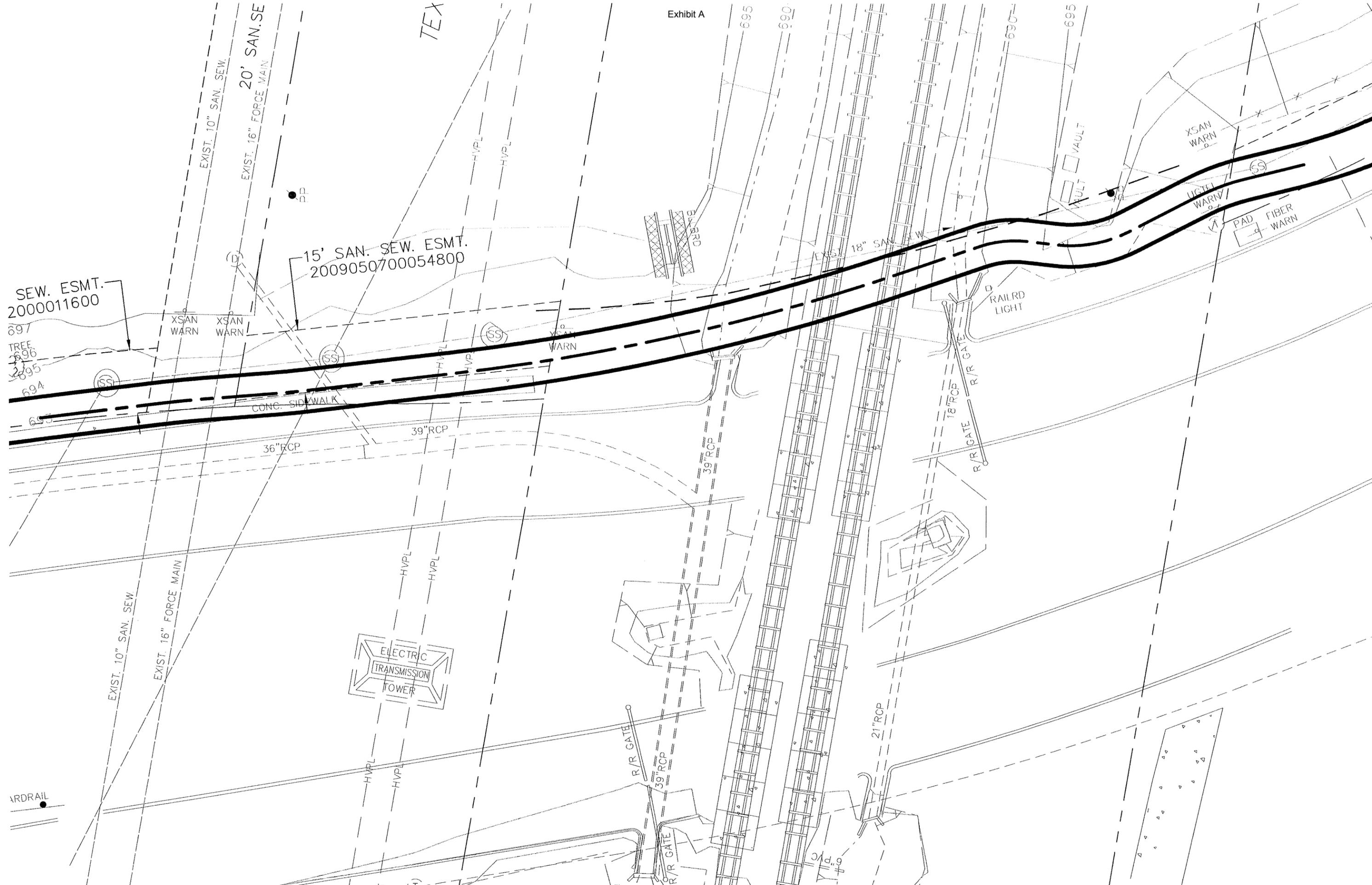
Approved as to legal form:
David C. Reeves 1-26-2014
Associate General Counsel
The Kansas City Southern
Railway Company

Name: _____
Title: _____
Date: _____

CITY of PLANO, TEXAS

Name: _____
Title: _____
Date: _____

TEX



SEW. ESMT.
2000011600

15' SAN. SEW. ESMT.
2009050700054800

EXIST. 10" SAN. SEW.

EXIST. 16" FORCE MAIN

20' SAN. SE

697
TREE
696
695
694

XSAN
WARN

XSAN
WARN

CONC. SIDEWALK

36" RCP

39" RCP

39" RCP

21" RCP

R/R GATE
39" RCP
R/R GATE

18" RCP
R/R GATE

RAILRD
LIGHT

VAULT

XSAN
WARN

LIGHT
WARN

PAD FIBER
WARN

ELECTRIC
TRANSMISSION
TOWER

RAILROAD

ESTIMATE

Date: 06/03/13

Exhibit B

Applicant: City of Plano

Location: Plano

Dot #: 021638G

Mile Post: D-76.0

Road Name: Ohio Drive

Project #:

Asset #:

Project Summary:

Install (2 ea) 154.375' concrete crossing, new filter fabric, new ballast, new drainage pipes and extension of existing hardpan to incorporate the widening for sidewalks,

100% BILLABLE TO THE CITY OF PLANO

All items may or may not be used, if not, the final billing will reflect actual quantities.

THIS IS AN ESTIMATE OF COST, THE INDIVIDUAL PRICES AND FINAL BILL MAY VARY, BUT THE FINAL BILLING WILL REFLECT ACTUAL DOCUMENTABLE PRICES

Road Authority to be responsible for the closure of the road for a minimum of three days during construction and the detouring of vehicular traffic and all traffic control

Road Authority to be responsible for approach work both directions down the road after the installation of new crossing surface

DO NOT DISTURB THE EXISTING HARD PAN OF THE EXISTING CROSSING.

Estimated Project Cost

\$ 342,431

Grading - Subgrade Preparation

(1) Materials

100 Net Tons - Asphalt for Filler		
\$100.00 per Net Ton		\$10,000
100 Net Tons - 12" Asphalt Subbase for extension		
\$100.00 per Net Ton		\$10,000
600 Net Tons - Ballast Material		
\$50.00 per Net Ton		\$30,000
800 L.F. - 6" Perforated Sock Pipe		
\$12.00 per L.F.		\$9,600

Total Materials Cost

\$59,600

(2) Contractor Labor and Equipment

60 Hours - 2 Trackhoes with Operators		
\$125.00 per Hour		\$15,000
60 Hours - Dump Truck with Operator		
\$85.00 per Hour		\$5,100
60 Hours - Dozer with Operator		
\$85.00 per Hour		\$5,100
36 Hours - Asphalt Steel Wheel Roller		
\$55.00 per Hour		\$1,980
36 Hours - Saw Cut Machine		
\$55.00 per Hour		\$1,980
36 Hours - Asphalt Milling Machine		
\$85.00 per Hour		\$3,060
36 Hours - Asphalt Laydown Machine		
\$150.00 per Hour		\$5,400

100	Man Hours - Miscellaneous Labor	Exhibit B	
	\$30.00 per Hour		\$3,000
72	Man Hours - Flagging (Rail Pro)		
	\$80.00 per Hour		\$5,760
72	Man Hours - Contract Recordkeeping & Completion Reports		
	\$50.00 per Hour		\$3,600
3	Haul 80' Track Panels		
	\$2,400.00 estimated		\$7,200
2	Disposal of spoils		
	\$5,000.00 estimated		\$10,000

Total Contractor Cost

\$67,180

Crossing and Trackwork

(1) Materials

308.75	L.F. - Prefabricated Concrete Crossing Panel for 136RE Rail		
	\$230.00 per L.F.		\$71,013
6	Ea. - 80' 136# Prefabricated Track Panel 10' Oak Ties on 19 1/2" centers		
	\$10,613.49 Ea.		\$63,681
4	Ea - Transition Rail 136RE/115 3/16 HL LH 30' Part # 13616711		
	\$1,600.00 ea		\$6,400
			4ea per crossing
4	Ea - Transition Rail 136RE/115 3/16 HL RH 30' Part # 13616651		
	\$1,600.00 ea		\$6,400
24	Ea. - Plasma Welds		
	\$400.00		\$9,600
2100	Ea. - 115RE Rail Anchors		
	\$1.33 Ea.		\$2,793
7200	Sq. Ft. - Filter Fabric		
	\$0.25 per Sq. Ft.		\$1,800
5	% Freight and Handling of Materials		\$8,084
6	% State and Use Tax on Materials		\$9,701

Total Materials Cost

\$179,473

(2) Labor

72	Project Management		
	\$60.00 per Hour		\$4,320
100	Man Hours to Remove Existing Crossing		
	\$30.00 per Man Hour		\$3,000
100	Man Hours to Reconstruct Track		
	\$30.00 per Man Hour		\$3,000
100	Man Hours to Install New Crossing		
	\$30.00 per Man Hour		\$3,000
10.55	% Vacation and Holidays		\$1,405
18.31	% Health and Welfare		\$2,439
26.73	% Railroad Retirement and Unemployment		\$3,936
1.95	% Supplemental Pension		\$287
12.5	% Railroad Public Liability Insurance		\$1,665

Total Labor Cost

\$23,052

(3) Equipment

4 Days - 2 Heavy Duty Drills \$22.00 per Day	Exhibit B	\$176
4 Days - 2 Impact Wrenches \$22.00 per Day		\$176
4 Days - 2 Air Compressors \$65.00 per Day		\$520
2 Day - Automatic Tamper with Operator \$1,149.00 per Day		\$2,298
2 Day - Ballast Regulator with Operator \$520.00 per Day		\$1,040
48 Hours - Section Truck with Rail Units \$25.33 per Hour		\$1,216
48 Hours - Roadmaster Truck with Rail Units \$12.61 per Hour		\$605
36 Hours - Welding Truck with Rail Units \$63.75 per Hour		\$2,295
8 Hours - Work Train to Unload Ballast \$600.00 per Hour		\$4,800

Total Equipment Cost **\$13,126**

Estimated Project Cost **\$342,431**