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IOWA | DOT

Form 291308

Modal Transportation Bureau
800 Lincoln Way, Ames, IA 50010

State of Iowa State - Aid Grade Crossing Surface Repair Fund Force Account Agreement BNSF Railway Company

Railroad Crossing Location Information

County: Pottawattamie

FRA No: 074403T

Location: South Expressway (Street Name) Council Bluffs (City Name)

Project Number: 074403T-44

Contact Information

Highway Authority Contact: **Matt Cox**

Office Phone No: (712) 890-5296 Email Address: mcox@councilbluffs-ia.gov

Railroad Company Contact: **Jake Rzewnicki**

Office Phone No: (682) 216-1426 Email Address: Jacob.rzewnicki@bnsf.com

Iowa DOT Program Manager: **Kristopher Klop**

Office Phone No: (515) 239-1108 Email Address: kristopher.klop@dot.iowa.gov

Iowa DOT Project Inspector: **Travis Tinken**

Office Phone No: (515) 290-5055 Email Address: travis.tinken@dot.iowa.gov

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THIS AGREEMENT, entered into pursuant to Iowa Code Ch. 327G and 761 Iowa Administrative Code, Chapter 821, is between the city of Council Bluffs, Iowa, hereinafter referred to as **HIGHWAY AUTHORITY**, and BNSF Railway Company, hereinafter referred to as **COMPANY**, and Iowa Department of Transportation, hereinafter referred to as **DEPARTMENT**.

The HIGHWAY AUTHORITY and the COMPANY agree to repair the at-grade crossing located at South Expressway in Council Bluffs, Iowa, and further agree as follows.

SECTION I. Work Statement and Performance. The COMPANY and the HIGHWAY AUTHORITY have determined the extent of the repair to be performed at this crossing, including railway, roadway approach modifications, and replacement of existing sidewalks and/or recreational trails. This repair shall conform to the COMPANY and HIGHWAY AUTHORITY Standards. The agreed work, generally described in the Work Statement identified as Exhibit "A" attached hereto and made part of this Agreement, is to be performed by COMPANY forces. In the absence of specific COMPANY standards that have been accepted by the DEPARTMENT, BNSF/Union Pacific Railroad common crossing standards shall be used as guidance. Current standards are at the following website and considered as part of this agreement: http://www.iowadot.gov/iowarail/pdfs/UP-BNSF%20road_xings%20Std.pdf

The HIGHWAY AUTHORITY will be responsible to have existing sidewalk(s) and/or recreational trail(s) replaced by a contractor or their own forces, in accordance with the Americans with Disabilities Act (ADA) requirements. In the absence of specific HIGHWAY AUTHORITY standards that are acceptable to the COMPANY, the DEPARTMENT's Standard Road Plan MI-220 shall be used. As per Standard Road Plan MI-220, the detectable warning is to be installed **12'** from the edge of the nearest rail, and the sidewalk is a minimum width of **5'**. The project will include the cost of an additional two feet of sidewalk and/or recreational trail, or to the nearest sidewalk and/or recreational trail joint, whichever is less, beyond the detectable warning. Any additional new sidewalk and/or recreational trail beyond that point will be paid by the HIGHWAY AUTHORITY and is not part of this project. Truncated domes are the only detectable warnings allowed by ADA Accessibility Guidelines. Grooves, exposed aggregate, and other designs intended for use as detectable warning are too similar to pavement textures, cracks, and joints and are not considered equivalent facilitation, and do not comply with ADA requirements. Future maintenance of the sidewalk(s) and detectable warning device will be the responsibility of the HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to utilize contract company forces to perform the sidewalk or recreational trail work referenced in the above paragraph, the HIGHWAY AUTHORITY must obtain detailed itemized bids for the work to be completed. The HIGHWAY AUTHORITY must provide the bids to the DEPARTMENT for review and approval. The DEPARTMENT shall approve the bid prior to the contract company performing any repair work.

The HIGHWAY AUTHORITY will ensure that the selected contractor performing the roadway approach and sidewalk/ recreational trail work has secured the necessary insurance to comply with COMPANY requirements. The HIGHWAY AUTHORITY contractor working on or within the COMPANY right-of-way or other property shall enter into the most current COMPANY *Contractor's Right of Entry Agreement* before commencing work.

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The HIGHWAY AUTHORITY will coordinate and have the approaches completed according to the Exhibit "A" of this agreement.

The HIGHWAY AUTHORITY will pay the contractor and submit a detailed invoice billing to the COMPANY for 100% of the approach costs, along with costs for the sidewalk, and/or recreational trail. Copies of the contractors' invoice(s) should be included with the HIGHWAY AUTHORITY's billing. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to place the approaches, sidewalk(s) and/or recreational trail(s) with their own forces, they will submit an itemized billing for 100% of their costs to the COMPANY. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

The COMPANY will have the asphalt contractor chosen by the HIGHWAY AUTHORITY place the underlayment in the track opening as per the UP/BNF specifications. The billing for all asphalt will be included in the invoice the contractor submits to the HIGHWAY AUTHORITY and handled the same as stated above.

SECTION II. Cost Estimate. The estimated cost of the project work is itemized on Exhibit "B" attached hereto, and made part of this Agreement. If project costs exceed the engineered estimate by more than 10%, the accrued costs must be provided to the DEPARTMENT and HIGHWAY AUTHORITY for review. The DEPARTMENT shall not pay any portion of costs over 10% of the estimate until both the DEPARTMENT and the HIGHWAY AUTHORITY have confirmed that the costs are properly within the scope of the project and in compliance with the terms of this agreement.

SECTION III. Work Start and Completion. The date this agreement is signed by the DEPARTMENT is the COMPANY's authorization to proceed with the work. The COMPANY shall begin the construction of the project as soon commercially reasonable after the date the DEPARTMENT signs this agreement; and shall complete the project within 18 months of agreement execution. Costs incurred prior to the DEPARTMENT signing the agreement are not reimbursable under this Agreement. Cost incurred more than 18 months after the DEPARTMENT signs this agreement will not be reimbursed unless the COMPANY has requested in writing, **prior to expiration of the agreement,** and received from the DEPARTMENT a written extension of time for completion. The DEPARTMENT shall have complete discretion, and be the sole authority to grant or deny extensions. Costs incurred for work following the extension time will not be reimbursed.

SECTION IV. Traffic Control. The roadway will be closed during repair. Exhibit "A" describes specific closure conditions. The HIGHWAY AUTHORITY is responsible for the establishment and payment for traffic control (i.e.: barricades, signing, detours, detour damage, and runarounds).

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The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person: 1) a minimum of 60 days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour; and 2) 14 days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

SECTION V. Work Notification. The COMPANY shall notify the DEPARTMENT and the HIGHWAY AUTHORITY's Contact Person no later than 14 days prior to the start of its work at the crossing. The HIGHWAY AUTHORITY shall be given ample opportunity to document the materials, equipment, and labor required to complete the project. The DEPARTMENT and HIGHWAY AUTHORITY shall have the right to inspect the project work at any time. The HIGHWAY AUTHORITY shall perform on-site inspection of the project work each day.

SECTION VI. Project Completion. After the COMPANY has completed the required work, the COMPANY shall so notify the DEPARTMENT and the HIGHWAY AUTHORITY in writing or by email within 30 days of completion. The DEPARTMENT shall arrange an inspection with the HIGHWAY AUTHORITY, and the COMPANY in order for all parties to determine whether the project work has been completed in accordance with the terms of this Agreement or Amendments thereto. Pavement markings and stop lines shall be placed by the HIGHWAY AUTHORITY as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. If the roadway is widened or relocated, the existing devices shall be relocated and/or modified at HIGHWAY AUTHORITY expense pursuant to the Manual On Uniform Traffic Control Devices, Part 8. Relocation of the traffic control devices will be completed prior to removal of the detour. When the work has been completed in accordance with the Agreement, the COMPANY, DEPARTMENT, and the HIGHWAY AUTHORITY shall sign a Certificate of Completion and Acceptance form at the project site following final inspection.

SECTION VII. Reimbursable Costs. The COMPANY will keep an accurate and detailed account of actual and necessary reimbursable costs incurred under this Agreement. Replacement of existing sidewalk(s) and/or recreational trail(s), and subcontracted work costs shall be included in detail with the COMPANY billing. The cost of labor, material, all associated additives and subcontracted work costs are reimbursable, and shall be billed on a force account basis in accord with Title 23 Code of Federal Regulations, Part 140, Subpart I. Labor additives reimbursed are to be exclusive of indirect and overhead costs as elected by the DEPARTMENT and provided for by 23 CFR 140.907(a). The cost of preliminary project engineering, construction inspection, track inspection, relocation of existing signals, signal wires, and switches, or the construction of runarounds will not be eligible project reimbursable costs.

A copy of the Iowa Construction Sales Tax Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement and authorizes the exemption of Iowa sales and use tax and any applicable local option sales or use tax. The STATE shall not be required to reimburse the COMPANY any state sales or use tax and any applicable local option sales or use tax.

The COMPANY shall make a good faith effort to purchase materials for the project exempt from applicable sales or use tax in other states. However, in the event another state other than Iowa does not recognize the Iowa Construction Sales Tax Exemption Certificate, upon submission to the STATE of

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documentation confirming same, the STATE shall reimburse the COMPANY for sales or use tax incurred in said other state.

SECTION VIII. Cost Sharing. The HIGHWAY AUTHORITY and COMPANY each shall pay twenty percent (20%) of the reimbursable costs defined in SECTION VII for work described in Exhibit "A". The DEPARTMENT will use the Grade Crossing Surface Repair Fund to reimburse the COMPANY for sixty percent (60%) of the total eligible costs for this project. The DEPARTMENT's CERTIFICATE OF AUDIT shall establish eligible reimbursable project costs.

SECTION IX. Progressive Payments. The COMPANY may submit accurate progressive bills to the DEPARTMENT for sixty percent (60%) of its material, labor and any subcontracted costs included in Exhibit "B", for each crossing location. The billing for material shall be for those materials that have been delivered to the project location or specifically purchased and delivered to the COMPANY for use on the project. The DEPARTMENT and HIGHWAY AUTHORITY may make progressive payments to the COMPANY for one-hundred percent (100%) of each party's billed participation, or the HIGHWAY AUTHORITY may elect to retain a percentage of their billed participation.

SECTION X. Final Billing. If applicable, the HIGHWAY AUTHORITY will submit a detailed billing to the COMPANY for the actual sidewalk and/or recreational trail replacement costs. Upon completion of the project the COMPANY shall submit an accurate final and complete, itemized, electronic billing. Final bill shall include a detailed summary of all incurred costs.

SECTION XI. Final Payment. The DEPARTMENT, upon receipt of the final bill and Certificate of Completion and Acceptance form, shall review, and forward the final bill to the DEPARTMENT'S Office of Audits for final audit. Reimbursement to the COMPANY shall be governed by the DEPARTMENT'S Certification of Audit. The DEPARTMENT shall make payment to the COMPANY equal to 60 percent (60%) of the final reimbursable amount, less previous payment. The COMPANY shall promptly reimburse the DEPARTMENT in the amount of any overpayments.

The HIGHWAY AUTHORITY shall make payment equal to 20 percent (20%) of the COMPANY final billing or the estimated cost noted on Exhibit "B" of the agreement, less previous payment, within 30 days of its receipt of the COMPANY final billing. In the event of overpayment by the HIGHWAY AUTHORITY as determined by the DEPARTMENT audit of COMPANY records, the COMPANY shall pay the HIGHWAY AUTHORITY the amount of overpayment within 30 days of its receipt of the DEPARTMENT final audit.

SECTION XII. Maintenance and Abandonment. Upon completion of the project, the COMPANY shall maintain the crossing surface to provide a safe and sufficient crossing for vehicular travel. If the track is removed from both sides of the crossing, the COMPANY shall remove the surface material, rail and cross ties from the crossing and shall restore the roadway void to the satisfaction of

the HIGHWAY AUTHORITY, all at COMPANY expense. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal

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of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. Future maintenance of the sidewalk(s) and detectable warning device will not be the responsibility of the COMPANY.

SECTION XIII. Standard Title VI Assurances. The COMPANY shall comply with all applicable DEPARTMENT and Federal laws, rules (including the administrative rules adopted by the DEPARTMENT for the IPPP Program - 761 Iowa Administrative Code, chapter 201), ordinances, regulations, and orders. The COMPANY, and all agents of the COMPANY that participate in the project, shall also comply with the applicable provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 - to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the DEPARTMENT.

SECTION XIV. Successor and Assigns. This agreement shall be binding upon all successors or assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the DEPARTMENT of any assignment of this Agreement.

SECTION XV. Project Contact Persons. All notices and communications essential to complete the work required by this Agreement shall be made to the Contact Persons and the DEPARTMENT specified on the cover page of this Agreement.

SECTION XVI. Integration and Amendment. This Agreement and its exhibits constitute the entire Agreement between the DEPARTMENT, the COMPANY, and the HIGHWAY AUTHORITY concerning this project. If the DEPARTMENT determines a substantial change is to be made in the project work described in Exhibit "A", the DEPARTMENT will furnish the written approval of the change.

SECTION XVII. Termination Due to Lack of Funds. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3. If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified. The DEPARTMENT shall provide the HIGHWAY AUTHORITY and COMPANY with written notice of termination pursuant to this section. The DEPARTMENT will pay the COMPANY for the DEPARTMENT share

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of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION XVIII. Merged Documents. This agreement may be executed and delivered in three or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

SECTION XIX. Agreement Execution. IN WITNESS WHEREOF the COMPANY, the HIGHWAY AUTHORITY and the DEPARTMENT hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below.

Executed by the COMPANY	BNSF Railway Company

By: DocuSigned by: Richard Scott 14D9B96E64784B8...

Name

5/7/2024

Date

Executed by the HIGHWAY AUTHORITY	Council Bluffs, Iowa

By:

Name

Date

Executed by the DEPARTMENT this	Iowa Department of Transportation

By:

Date

Tamara Nicholson, PE
Director - Modal Transportation Bureau

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IOWA DOT
Form 040016 (04-18)

EXHIBIT "A" - WORK STATEMENT

Print Form

Iowa Grade Crossing Surface Repair Fund and
Federal-Aid Rail/Highway Crossing Surface Repair

Meeting Date: 02/20/2024 FRA No: 074403T

County: Pottawattamie

Highway Authority: Council Bluffs RR Company: BNSF

Location: South Expressway (Street) Council Bluffs (City)

1. Crossing(s) Reconstructed

A. COMPANY will reconstruct **1** crossing(s) of **104** total feet that include **60** feet of **Concrete** surface material through the traveled roadway and **44** feet of **Concrete** surface material through the shoulder or sidewalk area. As a minimum, the crossing must extend beyond the edge of the traveled roadway and through the shoulder if not curbed.

B. Existing rail weight through crossing(s) **115**

2. **Traffic Controls** *(check below)*

☐ A highway runaround will be constructed to permit two-lane traffic during repair.
☒ The highway will be closed for **14** days during repair.

NOTE: The HIGHWAY AUTHORITY is responsible for placement and cost of barricades, signing, detours, detour damage, and runarounds.

A. The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person:

A. A minimum of sixty (60) days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour.
B. Fourteen (14) days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

The COMPANY shall advise the STATE PROJECT INSPECTOR fourteen (14) days in advance of the actual starting date.

3. **Track Elevation Relative to Existing Road Pavements** *(check below:)*

☐ Tracks will be constructed to meet existing road grade.
☐ Roadway will be reconstructed to meet a proposed new track grade *(roadway work is not covered by this Agreement.)*
☒ Tracks will be elevated **1** inches above the adjacent roadway requiring a taper *(complete item 4A and 4B.)*

In any event, the parties agree to provide a smooth crossing.

4. **Roadway Work** -- Must be sufficient to provide a smooth crossing.

A. Approach Length *(estimated)*

A **50** foot taper on the **North** side of the crossing and a **50** foot taper on the **South** side of the crossing, requires tons of **PCC** material *(estimated)*. Taper length should not exceed 25 feet for each inch of track rise.

This work will be completed by *(mark with an X)*:

☐ COMPANY forces
☐ COMPANY contractor
☒ HIGHWAY AUTHORITY forces
☐ HIGHWAY AUTHORITY'S contractor

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B. Track Opening in the Roadway *(mark with an X)*

☐ Existing track opening will be maintained.

☒ Track opening of **20** feet will be required involving the following described roadway modifications.

HMA underlayment 8" - 8" depth x 20' wide x 50' long each crossing = 96 tons total for both.
Est. HMA tonnage

This work will be completed by *(mark with an X)*:

☒ COMPANY forces ☒ HIGHWAY AUTHORITY forces
☐ COMPANY contractor ☐ HIGHWAY AUTHORITY'S contractor

5. Existing Sidewalk(s) and/or Recreational Trail replacement by HIGHWAY AUTHORITY

The quadrants requiring upgrades to meet ADA requirements *(mark with an X)*:

Sidewalk (5' width required)				***** Rec Trail (10' width)			
☐ NE	*(feet)*	SE	*(feet)*	☐ NE	*(feet)*	SE	*(feet)*
☐ NW	*(feet)*	SW	*(feet)*	☐ NW	*(feet)*	SW	*(feet)*

***** Recreational trail footage will be doubled because we use the sidewalk 5' width cost for reimbursement.

This work will be completed by *(mark with an X)*.

☐ COMPANY forces ☐ HIGHWAY AUTHORITY forces
☐ COMPANY'S contractor ☐ HIGHWAY AUTHORITY's contractor

6. Crossing(s) Permanently Retired and Removed

A. COMPANY will retire and remove crossing(s).

B. Voids in pavement will be filled with material requiring *(units).*

This work will be completed by *(mark with an X)*.

☐ COMPANY forces ☐ HIGHWAY AUTHORITY forces
☐ COMPANY'S contractor ☐ HIGHWAY AUTHORITY's contractor

7. **Drainage** *(mark with an X)*

A. ☐ Present drainage is adequate.
B. ☒ Drainage work required. Specify work to include materials and outlet.
C. ☒ Clean all four (4) quadrants for good surface drainage.

Clean all (4) quadrants to improve drainage flow away from roadway and track. Cut grade out in quadrant level with HMA underlayment depth.

8. Additional Construction and Traffic Control Conditions; i.e., Road Closure Limitations - Construction at this crossing included with this project, and not described above. Only ACC or PCC will be placed one (1) foot from the **railroad surface material.**

Coordination between RR/HA for track raise elevations at time of project. HA will take elevation shots ahead of project to determine desired rail height meeting no more than 1" above highest roadway point. RR will review placing OMEGA Heavy 18' panels due to traffic impacts and panel seam elimination within wheel tracks. This allows two 18' panels to span lanes with an additional 8-1-1/2" set off each end to cover shoulders per track. City will review doing the PCC approaches in house with city crews and will review placing HMA shoulders near crossing to improve safety and long term maintenance.

State Project Manager:
Travis Tinken
515-290-5055 (cell phone)

Additional Attendees:
Matt Cox - City
Jeremy Noel/Dennis Dofner - City
Andy Morris - BNSF
Daryl Palmer - BNSF

Name Date

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AUTHORITY FOR EXPENDITURE

LOCATION :	WEYCO LEAD	LINE SEGMENT :	136	AFE NUMBER :	
PLANITEM NUMBER :	972130000	MILEPOST :	490.62	RFA NUMBER :	5928624
PROPERTY OF :	BNSF RAILWAY COMPANY	DIVISION :	HL	CPAR NUMBER :	CR120024
OPERATED BY :	BNSF RAILWAY COMPANY	SUBDIVISION :	COUNCIL BLUFFS	BUDGET YEAR :	2024
JOINT FACILITY :	IADOT COUNCIL BLUFFS	TRACK TYPE :	9	BUDGET CLASS :	6
% BILLABLE (+/-) :	80.0	TAX STATE :	IA	REPORTING OFFICE :	120
		SPONSOR :	VP ENGINEERING	CENTER/ROLLUP :	13632

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP HLN DIV COUNCIL BLUFFS SUB LS 136 MP 490.62 DOT 074403T SOUTHWEST EXPRESSWAY CROSSING SURFACE PARTIALLY BILLABLE TO IADOT AND COUNCIL BLUFFS

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
972130000	136	490.62	490.62	9	WEYCO LEAD	WEYCO LEAD	PUBLIC IMPROVEMENT PROJECT	2024

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	9,181	0	1,521	0	42,807	53,509
MATERIAL COSTS	15,811	0	0	0	63,243	79,054
OTHER COSTS	2,778	0	16	0	11,167	13,961
TOTALS	27,770	0	1,537	0	117,217	146,524

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5928624

COSTING DATE: 03/06/2024

PRINTED ON: 03/21/2024

ESTIMATED BY: STANAT

PRINTED BY: STANAT

Exhibit B-1: COMPANY Cost Estimate

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

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
IADOT COUNCIL BLUFFS

LOCATION WEYCO LEAD | DETAILS OF ESTIMATE | PLAN ITEM : 972130000 | VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP HLN DIV COUNCIL BLUFFS SUB LS 136 MP 490.62 DOT 074403T SOUTHWEST EXPRESSWAY CROSSING
SURFACE PARTIALLY BILLABLE TO IADOT AND COUNCIL BLUFFS

SURFACE PROJECT WITH IADOT AND COUNCIL BLUFFS TO REPLACE THE SURFACE AND APPROACHES AT DOT 074403T NEAR COUNCIL BLUFFS, IA. 60/20/20 SPLIT

REQUESTED BY JACOB RZEWNICKI 2/21/24

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
FLAGGING - PUBLIC CROSSING - CAP	12.0	MH	487	
PLACE FIELD WELDS - CAP	64.0	MH	2,543	
REPLACE PUBLIC CROSSING - TOTAL REHAB	104.0	MH	3,912	
REPLACE TRACK PANELS - CAP	27.0	MH	1,016	
SIGNAL LABOR - CAP	24.0	MH	1,054	
SURFACE TRACK - REPLACEMENT - CAP	15.0	MH	580	
UNLOAD BALLAST - REPLACEMENT - CAP	2.0	MH	76	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	52.0	MH	1,956	
UNLOAD TRACK PANELS - REPLACEMENT	13.0	MH	489	
PAYROLL ASSOCIATED COSTS			7,913	
DA OVERHEADS			17,888	
EQUIPMENT EXPENSES			13,199	
INSURANCE EXPENSES			2,396	
TOTAL LABOR COST			53,509	53,509
**********				
MATERIAL				
**********				
BALLAST NT, SYSTEM AVERAGE COST	300.0	NT **	4,407	
PANEL,TRACK;80FT;136LB;SC;10FT;PANDROL	2.0	EA **	32,608	
RAIL, TRANS,136N;115W;30 FT;FORGED	4.0	EA **	4,900	
SIGNAL MATERIAL	450.0	EA	450	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	234.0	EA **	700	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	6.0	KT **	459	
CROSSING,CONCRETE PANELS;10 FT TIES TANGENT	32.0	FT **	6,024	
CONC HEAVY DUTY 136# 10-11 FT TIES 18FT	72.0	FT **	15,655	
XING CONC RAMP 136LB COMPLETE SET	1.0	ST **	349	
MATERIAL HANDLING			3,274	
ONLINE TRANSPORTATION			4,650	
USE TAX			4,813	
OFFLINE TRANSPORTATION			765	
TOTAL MATERIAL COST			79,054	79,054
**********				
OTHER				
**********				
ASPHALT	1.0	LS	12,510	
TOTAL OTHER ITEMS COST			12,510	12,510
PROJECT SUBTOTAL				145,073
CONTINGENCIES				0
BILL PREPARATION FEE				1,451
GROSS PROJECT COST				146,524
LESS COST PAID BY BNSF				29,307
TOTAL BILLABLE COST				117,217

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Highway-Railroad Crossing Surface Repair Project
Exhibit A: 074403T / South Expressway / Council Bluffs, IA

Material			
	Quantity	Cost	Total Cost
Concrete	185 Yds	$156 Per Yard	$28,860
Expansion Joint	200 Feet	$1.50 Per Foot	$300
Subgrade Material	40 Ton	$11.00 Per Ton	$440
Epoxy coated Dowel Bars	200	$2.98 Each	$596
			$30,196

Equipment			
	Estimated Hours	Cost Per Hour	Total Cost
1-Backhoe	25	$49.55	$1,238.75
1-Skiddloader	30	$38.72	$1,161.60
2-Dumptrucks	24	$57.70	$2,769.60
Tool Truck (411)	10	$24.85	$248.50
			$5,418.45

Labor			
Estimated hours at 6 hrs per day for 8 days		Cost Per Hour	Total Cost
1-Equipment operator III	48 Hrs	$48.00	$2,304
1-Equipment operator I	48 Hrs	$42.50	$2,040
5-Utility Worker II	48 Hrs	$38.00	$9,120
			$13,464

Estimated Total Cost	$49,078.45

Project estimated time: 8 days
Estimated working hours: average 6 Hrs per day
All material and labor cost are from infor work order system

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Iowa Department of REVENUE

Designated Exempt Entity
Iowa Construction Sales Tax Exemption
Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity:
IOWA DEPT OF TRANSPORTATION
Address: 800 LINCOLN WAY
City: AMES
State: IA
Zip Code: 500106915
Construction Project Name:
RAILROAD CROSSING SURFACE REPAIR PROJECT 074403T
Construction Project Number: 074403T-44

General Contractor or Subcontractor Name:
BNSF RAILWAY
Address: 2301 LOU MENK DR
City: FORT WORTH
State: TX
Zip Code: 761312825
Type of work: Replacement of railroad crossing and associated roadway approaches.

Description of contract/subcontract:
Replacement of railroad crossing and associated roadway approaches.

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: Kevin J Reidy Date: 11/3/23

Authorization Letter From IOWA DEPT OF TRANSPORTATION

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at tax.iowa.gov.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. Email the department at: IDR@iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.