

	DOCKET NO. TR-090913
City of Renton) PETITION FOR MODIFICATION OF
Petitioner,) HIGHWAY-RAIL GRADE) CROSSING WARNING SIGNALS
vs. BNSF Railway))) USDOT NO.: 101367A
Respondent	UTC NO.: 4C3.90LOCATION: Boeing Access RoadRenton, Washington
The Petitioner asks the Washington Utilities and Transdiffication of a highway-rail grade crossing. Section 1 – Petition	
modification of a highway-rail grade crossing. Section 1 – Petition	
modification of a highway-rail grade crossing.	
modification of a highway-rail grade crossing. Section 1 – Petition CITY OF RENTON Petitioner	
modification of a highway-rail grade crossing. Section 1 – Petition CITY OF RENTON	
modification of a highway-rail grade crossing. Section 1 – Petition CITY OF RENTON Petitioner 1055 S. GRADY WAY	
modification of a highway-rail grade crossing. Section 1 – Petition CITY OF RENTON Petitioner 1055 S. GRADY WAY Street Address	

Kayren Kittrick, Development Engineering Supervisor Contact Person Name

425-430-7299 kkittrick@rentonwa.gov Contact Phone Number and E-mail Address

Section 2 - Respondent's Information

BNSF Railway Company	
Respondent	
Street Address	
City, State and Zip Code	
Mailing Address, if different than the street a	address
Todd Kuhn, Manager Public Projects	
Contact Person Name	
206-625-6146 todd.kuhn@bnsf.com	
Contact Phone Number and E-mail Address	

Section 3 – Crossing Location

1. Existing highway/	roadway Boeing Ac	cess Road n	ow Lowe's Ac	cess Road	
2. Existing railroad	BNSF Railway				
3. Location of the cro Located in the	ossing planned for mo 1/4 of the <u>NW</u> 1/4		_ , Twp <u>. 23 N</u>	I, Range <u>5 I</u>	ΞW.M.
4. GPS location, if kn	nown			<u></u>	· · · · · · · · · · · · · · · · · · ·
5. Railroad mile post	(nearest tenth)	3.9			
6. City	Renton	County_	King	· · · · · · · · · · · · · · · · · · ·	

Section 4 – Crossing Information

1. Railroad company BNSF Railway Company
2. Type of railroad at crossing X Common Carrier Logging Industrial
☐ Passenger ☐ Excursion
3. Type of tracks at crossing X Main Line
4. Number of tracks at crossing 1
5. Average daily train traffic, freight <1 (two per week on average at this time)
Authorized freight train speed 25 mph Operated freight train speed
6. Average daily train traffic, passenger0
Authorized passenger train speedn/a Operated passenger train speedn/a
7. Will the reconstructed crossing eliminate the need for one or more existing crossings? Yes No X
8. If so, state the distance and direction from the reconstructed crossing.
9. Does the petitioner propose to close any existing crossings? Yes No _X_

Section 5 – Temporary Crossing

. Is the crossing proposed to be temporary?	105	No _		
. If so, describe the purpose of the crossing a	nd the estimate	ed time it wil	l be needed	
				<u> </u>
				· · · · · · · · · · · · · · · · · · ·
		<u> </u>		
. Will the petitioner remove the crossing at corossing? Yes No	ompletion of t	he activity red	quiring the te	mporary
Approximate date of removal				
		· · · · · · · · · · · · · · · · · · ·		
Section 6 – Current H	Highwav Traff	ic Informatio	on	
Deciron v Currental	118111111111111111111111111111111111111			<u> </u>
. Name of roadway/highway Boeing Acce	ss Road (now	Lowe's truck	entrance)	
. Roadway classification Truck Access				
. Road authority <u>City of Renton</u>				
. Average annual daily traffic (AADT) <8 ((25 per week)			
. Number of lanes 2 (in/out)				
6. Roadway speed 25 mph				ek
			· · · · · · · · · · · · · · · · · · ·	
. Is the crossing part of an established truck r	route?	Yes X	No	-
8. If so, trucks are what percent of total daily t	traffic? <u>100</u>	<u>%</u>		
. Is the crossing part of an established school	l bus route?	Yes	No X	<u>-</u>
0. If so, how many school buses travel over t	the crossing ea	ch day? n/a	· · · · · · · · · · · · · · · · · · ·	
1. Describe any changes to the information in	n 1 through 7,	above, expec	ted within te	n years:
None			<u> </u>	· · ·

Section 7 – Alternatives to the Proposal

2. If a safer loo	cation exists,	explain why tl	ne crossing	should not l	be relocated	to that site.	
	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	<u> </u>				<u></u>
							· .
				V + 1,			
Yes If a barrier e	X No						
♦ How ♦ How From the sout he I-405 freev From the nort obstructions. construction of ign and bar in	the barrier can the petitioner h approach r vay overpass h approach s This formerl f the Lowe's nstalled on th	can relocate to be removed. or another paramorthbound, so ramp. Sight southbound, so to re and safe southwest.	rty can miti sight distant distance for sight distant gress was consider side with a	gate the haze ce is limite om this ap ce is approhanged to a rations are flagger pro	d by a hills proach is e eximately 1 a two way a c currently	by the barrice ide and pill estimated at 200 lf with access as partigated ball outbounce.	er. ars from 40 lf. no visua rt of the by a stop d truck
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7. Does the railway line, at any point in the vicinity of the crossing, pass over a fill area or trestle or through a cut where it is feasible to construct an over-crossing or an under-crossing, even though it may be necessary to relocate a portion of the roadway to reach that point?
Yes No _X
8. If such a location exists, state:
 ♦ The distance and direction from the crossing planned for modification. ♦ The approximate cost of construction.
♦ Any reasons that exist to prevent locating the crossing at this site.
9. Is there an existing public or private crossing in the vicinity of the crossing planned for modification? Yes No _X_
 10. If a crossing exists, state: ♦ The distance and direction from the crossing planned for modification. ♦ Whether it is feasible to divert traffic from the crossing planned for modification to the crossing located in the vicinity.
This is the only crossing in the area, has been serving the property since at least 1992
when existing improvements were installed.

Section 8 – Sight Distance

1. What is the sight distance in each quadrant at the crossing planned for modification?
NW quadrant: 40 lf
NE quadrant: 300 lf (to Lake Washington Blvd.)
SW quadrant: 1200 lf
SE quadrant: 1200 lf
2. Will the reconstructed crossing provide a level approach measuring 25 feet from the center of
the railway on both approaches to the crossing?
Yes <u>X</u> No
3. If not, state in feet the length of level grade from the center of the railway on both approaches
to the crossing.
4 Willy a new angeing anavide an approach grade of not more than five percent prior to the
4. Will the new crossing provide an approach grade of not more than five percent prior to the
level grade? Yes X No
5. If not, state the percentage of grade prior to the level grade and explain why the grade exceeds
five percent.

Section 9 – Illustration of Proposed Crossing Configuration

Attach a detailed diagram, drawing, map or other illustration showing the following:

- ♦ The vicinity of the crossing planned for modification.
- ♦ Layout of the railway and highway 500 feet adjacent to the crossing in all directions.
- ♦ Percent of grade.
- ♦ Obstructions of view as described in Section 7 or identified in Section 8.
- ♦ Traffic control layout showing the location of existing and proposed signage.

Section 10 - Proposed Warning Signals or Devices

1. Explain in detail the number and type of automatic signals or other warning devices planned at the reconstructed crossing, including a cost estimate for each.

Per the Diagnostic Committee meeting in 1/2007 and based on the 2007 use of the track with two freight deliveries to Boeing daily and a passenger dinner train thrice weekly as well as the proposed number of delivery trips to the Lowe's store the following recommendations for modification were made:

- *Installation of a railroad-crossing signal with flashing lights and no gate on the southwest side of the track.
- *Removal of the crossing arm on the existing crossing signal on the northeast side of the track

Consideration of a design that retains the existing signal as is and adding the minimum Railroad cross buck sign on the southwest in addition to the existing stop sign installed with the paving improvements may be a more cost effective option as well as meet safety standards for the actual current usage.

The only estimate provided by BNSF in 2007 was for full signal improvements with crossing arms for \$234,446 which appears in excess of the recommendations by the Diagnostic Committee and the proposed use.

2. Is the petitioner prepared to pay to the respondent railroad company its share of installing the warning devices as provided by law?

The improvements for this crossing are necessitated due to the location and development of the Lowe's store. All costs associated with the modification of this crossing are the responsibility of the developer and payments will be administered through the City of Renton.

Section 11 – Additional Information

Provide any additional information supporting the proposal, including information such as the public benefits that would be derived from reconstructing the crossing as proposed.

The additional signal or signage on the southwest side of the track will allow safe accommodation of truck delivery traffic to the Lowe's store located on the parcel this access serves. Fewer trucks on Garden Avenue will increase the public motoring safety within the commercial development and provides separate safe ingress/egress for trucks no matter what time of day they arrive or depart.

It is always possible that train deliveries to Boeing will increase as orders for planes are fulfilled within the next ten years. The proposed improvements will provide safe operation for everyone involved at a level commensurate with its uses, now and in the future.

Section 12 - Waiver of Hearing by Respondent

The undersigned represer grade crossing.	nts the Respondent in the petition	to reconstruct a highway-railroad
same as described by the	conditions at the crossing site. W Petitioner in this docket. We agre by the commission without a hea	Te are satisfied the conditions are the se that the crossing be reconstructed ring.
Dated at	, Washington, on the	day of
	_ , 20	
	Printed name of Respondent	
	Signature of Respondent's R	epresentative
	Signature of respondent 5 2.	
	Title	
	Phone number and e-mail ad	ldress
	Thone number and committee	



June 11, 2009

Kathy Hunter, Deputy Assistant Director Transportation Safety WUTC 1300 S. Evergreen Park Drive SW PO Box 47250 Olympia, WA 98504-7250

Subject:

Petition for Railroad Crossing Modification

Boeing Access / DOT Crossing # 101-367A

Dear Ms. Hunter:

The City of Renton received notice from the Burlington Northern Railway Company that a notice of defect was issued against this public crossing. In researching the history of the crossing and the current installations, as well as the requirements for improvements, it was discovered the previously prepared Petition for Modification was never submitted for consideration by the WUTC. As the situation has changed significantly since 2007, it is perhaps for the best as we can now submit a petition that reflects the current use levels.

Attached is a Petition for Modification of RR Crossing, with several attachments including pictures of the crossing as it exists now and in 2006, the agreement for the installation of the existing signal and paving, as well as the latest estimate from BNSF. The petition is asking for approval to modify the existing one-way entrance to the former parking lot to a two-way ingress/egress for delivery and emergency vehicles only.

The summary memo from the Diagnostic Meeting held on January 11, 2007, is also attached for reference. The recommendations from that meeting were based on two deliveries a day for Boeing, a dinner train up to 3 times a week, and anticipated truck trips serving the proposed Lowe's store being built on the parcel that was formerly an employee parking lot for Boeing. Currently, there are two deliveries a week to Boeing and on average only 25 delivery trucks to Lowe's. The dinner train was permanently discontinued.

In an attempt to operate this crossing safely while a permanent fix is contracted for and constructed, a stop sign was installed in anticipation of this use. In addition, a flagger is being provided for all trucks using the crossing on exit. The ingress is currently controlled, and in reality functions to warn both sides by a flashing signal with arm. It is important in this economy to support our business community, but not at the expense of safety. Lowe's representatives have shown themselves eager and ready to make this crossing safe for their vendors and their employees as well as any member of the public that might end up making a wrong turn.

Petition for Railroad Crossing Modification Boeing Access / DOT Crossing # 101-367A June 11, 2009 Page 2

If there are any questions or additional information that you or any member of the WUTC may require, please do not hesitate to contact me at 425-430-7299 or kkittrick@rentonwa.gov. I look forward to resolving this issue and bringing the crossing into compliance with diligence and speed.

Sincerely,

Kayren K. Kittrick

Development Engineering Supervisor CED/Development Services Division

attachments

cc:

Alexander Pietsch, CED Administrator
Gregg Zimmerman, PW Administrator
Neil Watts, Development Services Director
Suzanne Dale Estey, Economic Development Director
Peter Hahn, Deputy PW Administrator
Bob Hanson, Transportation Design Supervisor
A. Mackie, Perkins Coie
James Manion, Lowe's
Bill Fortunato, PacLand

CITY OF RENTON MEMORADUM

January 11, 2007

Subject:

Diagnostic Meeting

Location:

BNSF Xing at Boeing Access Road at Houser Way S. in Renton

Reference number **DOT BN101-367A** Parcel number **08230259033**

Attendees:

Jan Illian, City of Renton, Project Coordinator, Utilities 425-430-7216

Tom Main, City of Renton, Construction Inspection, Utilities 206-999-1833

Karl Hamilton, City of Renton, Transportation 425-430-7202 Bob Mahn, City of Renton, Transportation 425-430-7322 Mike Neer, Pacland (Lowes representative) 425-453-9501 Bill Fortunato, Pacland (Lowes representative) 206-522-9510

Kathy Hunter, WUTC 360-664-1257 Paul Curl, WUTC 360-664-1231 John Li, BNSF 206-625-6146 Rusty Olson, BNSF 206-625-6189

Steven Mills, BNSF (private crossings) 206-601-1001 Christine Adams, Federal Railroad 360-694-1777 Daryl Morrow, Federal Railroad 206-819-7609

Summary:

A meeting was held at the BNSF crossing with representatives from the City of Renton, Pacland, WUTC, BNSF, and FRA. The crossing in question is located at the northeast corner of the Boeing parking lot, parcel 0823059217. At this time, a one-way vehicle access road provides vehicle access to the parking lot from Houser Way. The track at this location generally runs north and south. On the northeast side of the track, there is a railroad signal with a crossing arm that extends the length of the roadway that enters the parking lot. Lowes Hardware has recently purchased the site and will be providing two-way access across the tracks so delivery trucks can enter and leave the site at Houser Way. The purpose of the meeting was to determine what additional improvements would be required on the west side of the crossing. There are no existing improvements at this location.

Based on the number of anticipated truck delivery trips provided by Lowes and the existing use of the crossing by the railroad, the Diagnostic Committee evaluated and agreed to the installation of a railroad-crossing signal with flashing lights with no gate on the southwest side of the track. The committee also agreed to the removal of the crossing arm on the existing crossing signal located on the opposite side of the track. A cost estimate will be provided to the City for the installation of the new crossing signal. The City will file a petition to initiate the request.

From:

"Li, John Z" <John.Li@BNSF.com>

To:

"Jan Illian" < Jillian@ci.renton.wa.us>

Date:

12/03/2007 12:12:13 PM

Subject:

revised estimate

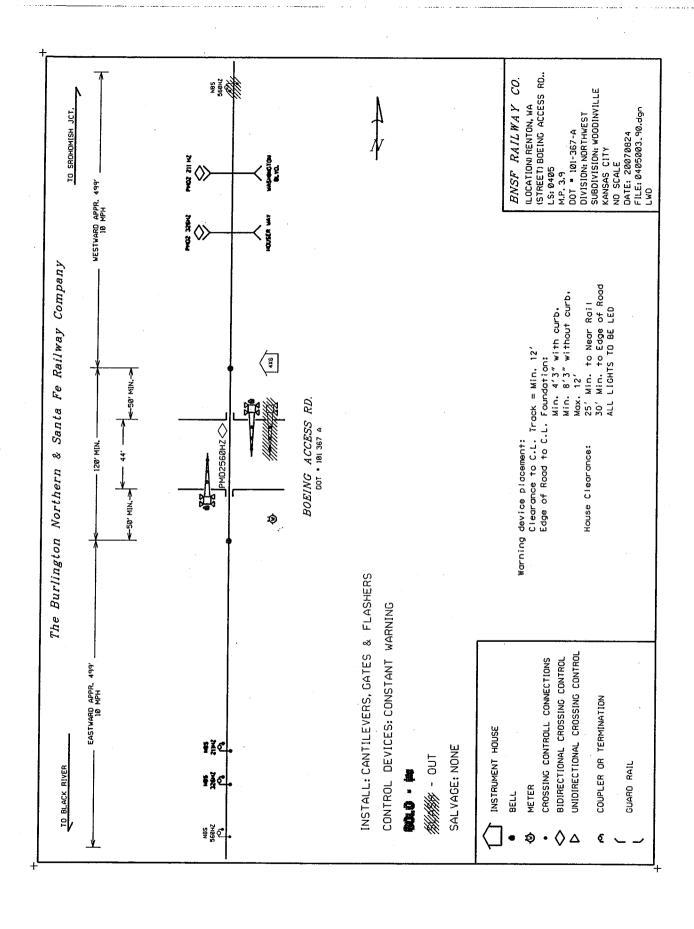
Jan,

Sorry for taking so long to get back to you. This is the revised estimate which will keep the existing signal house and circuitry in place and will add extra set of lights and gates.

<<city's estimate - 11-30-07 boeing access rd renton wa dot # 101367a.doc>>

John Li Manager, Public Projects The BNSF Railway Company 2454 Occidental Ave South, Suite 1A Seattle, WA 98134-1451 Tel: 206-625-6146

Fax: 206-625-6115 Email: john.li@bnsf.com



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

THE B. N. S. F. RAILWAY COMPANY FHPM ESTIMATE FOR WASHINGTON

LOCATION:- RENTON TO MP 4.4

DETAILS OF ESTIMATE

PLAN ITEM: PSI101367A VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSTALL FLASHER WITH GATES AT BOEING ACCESS RD IN RENTON, WA. NORTHWEST DIV., WOODINVILLE SUBDIV., L/S 0405, M.P. 3.9, DOT # 101367A.
MONTHLY POWER UTILITY COST CENTER: 61504

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY.
THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.
CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.
THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

THE STATE OF WASHINGTON IS FUNDING THIS PROJECT 100%. MAINTAIN PROPRIETARY CONFIDENTIALITY.

LABOR			
ELECTRICAL LABOR F/POWER SIGNAL FIELD LABOR - CAP PAYROLL ASSOCIATED COS EQUIPMENT EXPENSES DA LABOR OVERHEADS INSURANCE EXPENSES	1700.00 MH		,836
TOTAL LABOR COST		123,576	123,576
MATERIAL			
BATTERY BUNGALOW MATERIAL CABLE	1.00 EA N 1.00 LS N 1.00 EA N 3 1.00 LS N	2,50	10
CHARGERS CONDUIT, PVC 4", SCH 80	1.00 LS N 100.00 FT N 1.00 LS N	810	0
FIELD MATERIAL FOUNDATION GATE KEEPER	2.00 EA N 2.00 EA N	970	
GATE MECH. MODEL S-60 LAMP RESISTOR	2.00 EA N 1.00 EA N	12,0	000
LED LIGHT ADJUSTMENT LED LIGHT GATE KIT	8.00 EA N 2.00 EA N	1,79 732	
LIGHT OUT DETECTOR MATERIAL FOR ELECTRICAL	1.00 EA N 1.00 EA	1,5	
RECORDER TELLULAR DEVICE	1.00 EAN 1.00 EAN	2,220 2,500	
MATERIAL HANDLING USE TAX OFFLINE TRANSPORTATION	3,498	75 3 517	
TOTAL MATERIAL CO		—— 45 786	45 786

TOTAL MATERIAL COST

45,786 45,786

OTHER

AC POWER SERVICE 1.00 EA 5,000 FILL DIRT 20.00 CY N 500 FILL DIRT 20.00 CY N 500 TOTAL OTHER ITEMS COST 7,750 7,750 TOTAL OTHER ITEMS COST 17,711 975 GROSS PROJECT COST 195,798 TOTAL BILLABLE COST 195,798

=========



ARENE HAIGHT CITY OF RENTON

Office of the City Attorney Lawrence J. Warren

MEMORANDUM

Met with Blox 12/2/92 Instructed him to note City attorney's Comments and make vicessary revisions. all Haight

To:

Lynn Guttmann

From:

Lawrence J. Warren, City Attorney

Staff Contact:

Ron Schindler

Arlene Haight

Date:

November 19, 1992

Subject:

Railroad Track Crossing Agreements - Burlington Northern Railroad

Company

I have reviewed the above-referenced documents and the same are approved as to legal form with the following comments:

- Fill in the dollar amount in section 1 on page 1.
- Make sure that section IX on page 3 makes it into our agreement with the construction contractor.
- Please note maintenance costs or potential maintenance costs in sections X and XI on pages 4 and 5.

• The city cost will be \$206,578.00.

Lawrence J. Warren

LJW:as.

cc: Mayor Earl Clymer

A8:91:31.

CITY OF RENTON

MEMORANDUM

DATE:

November 10, 1992

TO:

Larry Warren

FROM:

Lynn Guttmann

STAFF CONTACT:

Rod Schindler

Arlene Haight

RE:

Park Ave. N/Lake Washington Blvd.

Intersection Improvements

SUBJECT:

Railroad Track Crossing Agreements

Attached please find a copy of the two proposed railroad track crossing agreements for the above referenced project. The agreements cover only the two new crossings.

Please review the agreements as to legal form.

92-680.DOC/AMH/bh

CONCURRENCE DATE 1/10/92 NAME K. Shoudy D. Shout A. Naight A. Naight Or Should A. Naight A. Naight

CITY OF RENTON

MEMORANDUM

DATE:

November 10, 1992

TO:

Larry Warren

FROM:

Lynn Guttmann

STAFF CONTACT:

Rod Schindler

Arlene Haight

RE:

Park Ave. N/Lake Washington Blvd.

Intersection Improvements

SUBJECT:

Railroad Track Crossing Agreements

Attached please find a copy of the two proposed railroad track crossing agreements for the above referenced project. The agreements cover only the two new crossings.

Please review the agreements as to legal form.

92-680.DOC/AMH/bh

CITY OF RENTON

MEMORANDUM

DATE:

November 6, 1992

TO:

Arlene Haight

FROM:

Rod Schindler / Transportation / 6219

SUBJECT:

PARK / LAKE WASH. BLVD. INTERSECTION

Attached is a copy of the two proposed railroad track crossing agreements for the subject project. I would like to have you review them or send them to Larry Warren for his review and approval. This agreement covers only the two new crossings.

If you have any questions please call me.

CONSTRUCTION AND MAINTENANCE AGREEMENT CONSTRUCTION OF THE BOEING ACCESS GRADE CROSSINGS (MP 4.90 & 4.93) RENTON, WASHINGTON

Agreement made this ______ day of _______, 1992, between RENTON, WASHINGTON, hereinafter called the "Agency", and the BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called the "Railway":

WITNESSETH:

WHEREAS, in the interest of aiding motor vehicle traffic, the Agency is proposing the construction of a public grade crossing, designated as the Boeing Access Road, where the centerline of the roadway will cross the Railway's right-of-way and tracks at two locations on the Pacific 18th Subdivision. The crossings are located at Railway Survey Station 742 + 22, MP 3 + 5334', MP 3.90, and at Railway Survey Station 740 + 22, MP 3 + 5134', MP 3.93, in Lot 1, of Section 8 Twp. 23N.. Rge. 5E., W.M., in Renton, Washington, at the location shown on map marked Exhibit 'A' attached hereto and made a part hereof; and

WHEREAS, the Agency desires to acquire an easement for roadway purposes across the surface of the Railway's right-of-way; and

WHEREAS, in connection with the project for the construction of the Boeing Access Road crossings, it will be necessary to install automatic flashing light traffic control devices, four shoulder mount type, with 2 gates train activation devices hereinafter to be called "Signals"; and

WHEREAS, the Railway will be required to perform certain work on its facilities; and

WHEREAS, the parties hereto desire that the work to be performed by the Agency in connection with said construction be performed in accordance with plans and specifications to be prepared by the Agency, and

WHEREAS, the parties hereto desire that the plans and specifications for the installation of said Signals be prepared by the Railway; and

WHEREAS, the parties hereto agree that the Railway will receive no ascertainable benefit from the construction of said project, and

WHEREAS, the Agency is willing to undertake the construction of said project with Agency funds and such federal funds as may be available for this purpose pursuant to the Federal Highway Acts applicable thereto, and the Railway is willing to consent to the execution of the said project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the parties hereto desire to contract with reference to the work to be done by each of them in connection therewith the protection of Railway facilities and the payment of costs and expenses therein involved;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

The Railway shall grant to the Agency, for and in consideration of \$_______ by separate instrument an easement for roadway purposes only upon and across the surface of the Railway's right-of-way as shown on Exhibit "A" attached hereto and made a part hereof.

11

The Agency shall perform its work in accordance with detailed plans and specifications which shall be prepared by the Agency and submitted to the Manager Engineering of the Railway for approval and approved by it when such plans and specifications are applicable or affect any right-of-way or facility of the Railway, and no work pursuant to said plans and specifications shall be performed on the right-of-way of the Railway prior to receipt of notices to proceed given by the said Manager Engineering to the Agency engineer or their respective authorized representatives. Nothing provided in this agreement with respect to said plans and specifications shall

be construed or deemed to be a ratification or an adoption by the Railway or either or both said plans as its own.

The Agency and the Railway shall perform the various items of work as follows:

- WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED BY THE AGENCY OR ITS CONTRACTOR AT AGENCY EXPENSE.
 - Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the project.
 - 2. Do all grading of the roadway approaches to the crossing and furnish and place paving up to the crossing.
 - 3. Provide all drainage structures under the roadway, if required.
 - 4. Furnish and place advance warning signs and standard pavement markings for railroad grade crossings.
 - 5. Perform all other work not specifically mentioned as work to be performed by the Railway necessary to complete the project in accordance with the plans and specifications.
- 11. WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED BY THE RAILWAY AT AGENCY EXPENSE.
 - Track and Crossing Work

Crossing at MP 3.90
Place a 48' rubber crossing, replace 120TF of 115# rail with 120TF of 115# CWR, and rehabilitate crossing area with new ties, ballast, fastenings and engineering fabric for drainage purposes.

Crossing at MP 3.93

Place a 48' rubber crossing, replace 120TF of 115# rail with 120TF of 115# CWR, and rehabilitate crossing area with new ties, ballast, fastenings and engineering fabric for drainage purposes.

Signal Work 2.

Crossing at MP 3.90

Install 1 automatic flashing light traffic control device, shoulder mount type with a gate and train activation devices.

Crossing at MP 3.93

Install 3 automatic flashing light traffic control devices, shoulder mount type, with a gate and train activation devices.

Crossing of Lake Washington Boulevard at MP 3.97 Upgrade train activation devices.

3. Flagging, Protective Services and Devices

> Perform flagging and furnish protective services and devices during construction, account operations of the Agency or its contractor, as deemed necessary by the Railway.

Engineering and Preparation of Bills

Perform preliminary and special engineering and inspection, including field and office work and preparation of bills.

IV

All work herein provided for, to be done by the Agency or its contractors on the Railway's right-of-way, shall be performed by the Agency or its contractors in a manner satisfactory to the Railway and shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the Railway. The Agency 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 a sufficient time in advance whenever it is about to perform work adjacent to any track to enable the Railway to furnish flagging and such other protective services and devices as might be necessary to ensure safety of Railway operations, and the Railway shall have the right to furnish all such flagging or protective services and devices as in its judgment is necessary, and the Agency shall reimburse the Railway for the cost thereof. The Railway will submit bills for flagging and other protective services and devices currently during progress of the work contemplated by this agreement. The Railway will submit complete billing for flagging and other protective services and devices at the earliest practical date, and the Agency shall pay such bills promptly. Attached hereto, marked Exhibit "B", and by this reference made a part hereof, is a statement of conditions when flagmen and protective services and devices will be furnished by the Railway. Wherever the safeguarding of trains or traffic of the Railway is mentioned in this agreement, it is intended to cover and include all users of the Railway's tracks having permission for such use.

V

In accordance with FHPM 6-6-2-1, which by this reference is incorporated in this agreement, the Railway will receive no ascertainable net benefits from said project and, therefore, is not required to contribute to the cost of said project.

VΙ

The Agency, without expense to the Railway, shall secure from the owner or owners of that certain property lying adjacent to and outside of the Railway's right-of-way all necessary easements, permits or other interest therein necessary for the occupancy and use of said property during the construction, maintenance and operation of the roadway and its appurtenances.

VII

The Signals shall be installed at the Railway grade crossings shown on Exhibit "A" in accordance with plans and estimates furnished by the Railway.

The Railway shall, with its own forces and under its own labor agreements, install the Signals and the crossings. The Agency, with its own forces, shall furnish and install advance warning signs and standard pavement markings for railroad crossings. The Railway shall furnish all materials for the necessary Railway work from its store stock, or by purchase, in accordance with the provisions of FHPM 1-4-3 and any amendments and supplements thereto.

VIII

It is understood that Exhibit "C", attached hereto and made a part hereof, is a current estimate of the cost of the work to be performed by the Railway at Agency expense and is for informational purposes only.

The Agency shall reimburse the Railway for all cost and expense incurred by the Railway in connection with the construction work as indicated in this agreement. The Railway may submit progress bills to the Agency during the progress of the work included in this agreement for the actual cost of services and expenses and the Agency shall pay such bills promptly.

It is further agreed that a final and complete billing of all actual incurred costs and expenses, ascertained in accordance with the provisions of FHPM 1-4-3, which by this reference is incorporated in this agreement, shall be made at the earliest practical date. The Agency shall, upon presentation of final billing promptly reimburse the Railway for the cost of services and expenses of work included in this agreement. Preliminary engineering costs incurred subsequent to September 17, 1991, may be charged against this project.

ΙX

All contracts between the Agency and its contractor, for either the construction herein provided for or maintenance work on the highway within any easement area described herein or shown on the exhibits attached hereto, shall require the contractor to protect and hold harmless the Railway and any other railroad company occupying or using the Railway's right-of-way or line of railroad against all loss, liability and damage arising from activities of the contractor, its forces or any of its subcontractors or agents. Such indemnity provision shall be in accordance with RCW 4.24.115 as amended by ch. 305, Laws of 1986. The contract shall further provide that the contractor shall:

- 1. Furnish to the Railway a Railroad Protective 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 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 company and shall be delivered to and approved by the Railway prior to the entry upon or use of its property by the contractor.
- 2. Carry regular Contractor's Public Liability and Property Damage Insurance as specified in FHPM 6-6-2-2 providing for a limit of not 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 that 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 accident; 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 accident 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 contains a thirty (30)-day advance written notice to the Railway in the event of cancellation, nonrenewal or material change of policy, executed by a corporation qualified to write the same in the state in which the work is to be performed, 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. The Railway shall not be a named insured in the above policy.

If the Agency, its contractor, subcontractors or agents, in the performance of the work herein provided for or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the Railway, such damage or destruction shall be corrected by the Agency in the event its contractor or the insurance carriers fail to repair or restore the same.

For any work performed in the State of Washington, nothing in this agreement is intended to be construed as a requirement for an indemnification against the sole negligence of the Railway, its officers, employees or agents. Moreover, for any work performed in the state of Washington, the contractor shall specifically and expressly agree to indemnify the Railway and any other railroad company occupying or using the Railway's right-of-way or line of railroad against all loss, liability and damages, including environmental damage, hazardous materials damage, or penalties or fines that may be assessed, caused by or resulting from the concurrent negligence of (a) the Railway or the Railway's officers, employees or agents, and (b) the contractor or the contractor's employees, agents or subcontractors.

The contractor shall further agree that it has a duty to defend at its own expense, in the name and on behalf of the Railway, all claims or suits for injuries or death of persons or damage to property arising or growing out of the work carried on under this agreement, for which the Railway is liable or is alleged to be liable. However, upon a final determination in a court of law in which a percentage of negligence is attributed to the Railway, the Railway agrees to reimburse the contractor in the same percentage for the costs involved in defending the suit.

Х

Upon completion of the project, the Agency, at its sole cost and expense, shall maintain all improvements, other appurtenances, advance warning signs, and standard pavement markings with the exception of the crossing which will be maintained by the Railway and Agency under the following terms.

Highway traffic control whenever necessary for Railway maintenance work on the roadway crossing shall in all cases be performed by the Agency at its sole cost and expense.

The Railway agrees to bear the cost of maintaining the roadway crossing pursuant to RCW 81.53.090 only until such time as the statue is repealed or interpreted as to relieve the Railway of the obligation to bear any expense of maintenance work on the crossing.

When the Railway is no longer obligated to bear any expense for the maintenance, the Agency will reimburse the Railway for 100 percent of the annual maintenance cost

for both crossings, including the cost of removal and reinstallation for periodic track maintenance work as well as renewals as required, amounting to \$15 per track foot for each crossing installed under this agreement. The crossings in this proposed installation amounts to 48 track feet per crossing (96 track feet) at \$15 per foot = \$1,440 annual maintenance cost based upon 1992 costs. Adjustments to the annual maintenance charge will be made annually commencing July 1, 1993, and will be based upon the percentage of change in the Association of American Railroad's Cost Recovery Index Series RCR (1977 = 100), Table A for the Western District Material Prices, Wage Rates and Supplements Combined (excluding fuel) or successor index mutually agreed upon by the parties, from the year 1992 which shall be used as a base year for the calender year immediately prior to the year in which the change is to be made effective.

The above provision is separate and distinct from the other provisions contained herein and should it or the calculation used to allocate the maintenance cost be found unlawful or otherwise invalid, the remaining provisions of the agreement which are supported by independent consideration, shall not be invalidated, but remain effective and in full force.

ΧI

Upon completion of the installation of said Signals, the Railway shall thereafter operate and maintain said equipment in accordance with normal operating procedures and requirements. The Agency will reimburse the Railway for 100 percent of the annual maintenance cost based upon the Association of American Railroads (AAR) maintenance cost recovery index. The Signals in this proposed installation contain 39 AAR units and the annual maintenance cost is \$ 153.00 per AAR unit based on 1990 costs. Adjustments to the annual maintenance will be based upon the percentage of change in the Association of American Railroad's Cost Recovery Index.

XII

Either party hereto may assign any receivables due them under this agreement provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this agreement.

XIII

In the event the Signals installed under this agreement are partially or wholly destroyed and the cost of repair or replacement cannot be recovered from the person or persons responsible for such destruction, then, in that event the cost of repair or replacement shall be borne by the Agency.

In the event the Signals, or a portion of the Signals installed under this agreement cannot, through age, be maintained, or by virtue of their obsolescence require replacement, then in either event, the cost of installation of new Signals shall be borne by the Agency

XIV

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.

XV

In case said road shall at any time cease to be used as a public road, or shall by operation of law become vacated or abandoned, the rights and benefits to the Agency under this agreement shall immediately cease, and the Railway shall be entitled to repossess the land to which it has executed agreements and permits to the Agency and to use the same thereafter as if this agreement had never been executed, without the necessity of any further legal proceedings.

XVI

If, for any reason, said Signals shall no longer be required at the said grade crossing, the Railway, on the approval of the Agency, may remove said equipment, and credit the Agency with the salvage value less cost of removal.

XVII

If the Railway enters into a contract or agreement with a contractor to perform any of the work, which the Railway is required to perform under the terms of this agreement by reason of the construction of the Agency's project, the Railway, for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all the nondiscrimination provisions set forth in Exhibit "D" attached hereto and made a part hereof, in any such contract or agreement.

XVIII

This agreement shall inure to the benefit of and be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first hereinabove written.

ATTEST:	RENTON, WASHINGTON
Gy (Title)	By (Title)
	BURLINGTON NORTHERN RAILROAD COMPANY
	By (Title)

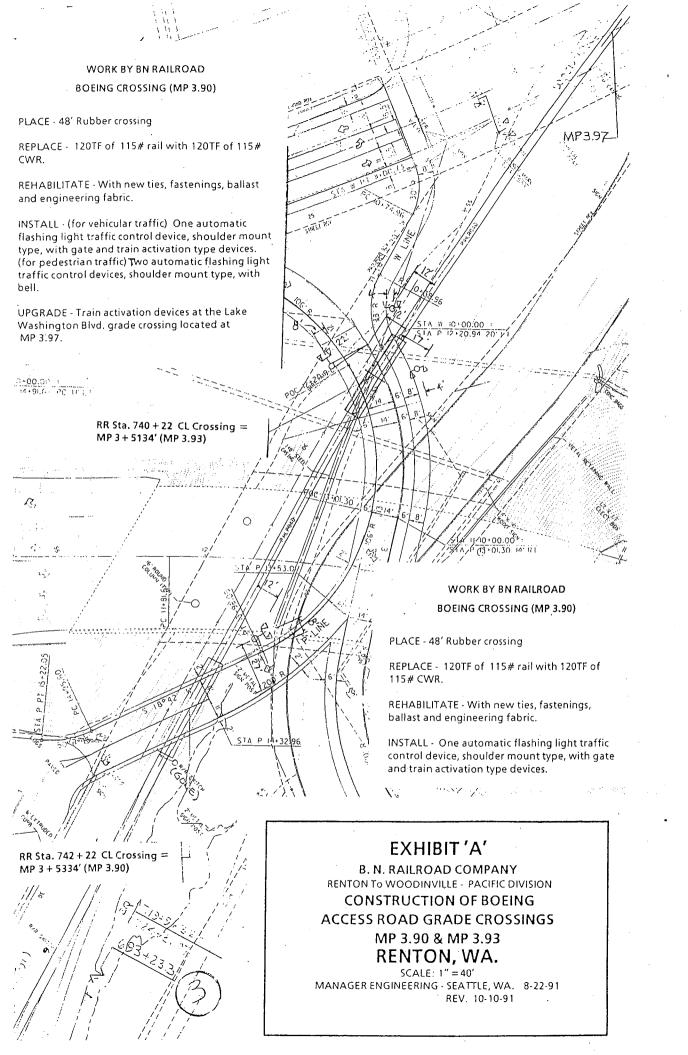


EXHIBIT "B"

STATEMENT OF CONDITIONS WHEN FLAGMEN, PROTECTIVE SERVICES AND DEVICES WILL BE FURNISHED BY THE RAILWAY

Railway flagmen, protective services, and devices will be furnished but not limited thereto for the following conditions:

- (1) When in the opinion of the Railway protection is necessary to safeguard the Railway's trains, engines, facilities, and property.
- (2) When any work is performed over, under or in close proximity to tracks or any Railway facilities.
- (3) When work in any way interferes with the operation of trains at usual speeds or threatens, damages or endangers track or Railway facilities.
- (4) When any hazard is presented to Railway communications, signal, electrical, or other facilities either due to person, material, equipment, or blasting in the vicinity.
- (5) Where or when material is being hauled across tracks. Special clearance must be obtained from the Railway before moving heavy or cumbersome objects and equipment which might result in making the track impassable.

COST OF FLAGGING AND OTHER PROTECTIVE SERVICES AND DEVICES

(a)	(b)	(c)	(d)
NUMBER	CLASSIFICATION	BASE PAY	HEADQUARTERS
3	Sectionmen	\$13.50/hour/ 8-hour day plus additives.	Renton, WA.

NOTES:

- (a) A full flagging crew generally consists of three men. Under certain conditions more than three men may be required or a lesser number may be sufficient. However, additional personnel, such as communications linemen and/or signalmen may be used to protect communications and signal facilities, if deemed necessary by the Railway.
- (b) The Classification is shown solely for the prospective bidder's information, and there is no guarantee that the above classes of labor will actually be used or that the rates of pay shown in Column (c) will be those in effect at the time the work is undertaken.
- (c) Shows base pay rate per man per hour for normal eight-hour shift in effect November, 1992.
- (d) Estimated costs for travel per employee from headquarters to job site and return is \$19.00 per round trip. The estimated daily cost for meals and other accommodations is \$_____ per employee.
- (e) In addition, protective devices, such as crossing signals, indicators, telltales, lights, telephone, etc., may be required. In this connection telltales may be installed by the Railway, at its option, as a condition of its approval of any proposed restrictions of vertical clearance during construction to less than 22-1/2 feet.
- (f) It shall be the duty and responsibility of the <u>Agency</u> and its Contractors to notify the Railway's Division Superintendent at least forty-eight (48) hours in advance of when flagmen or other protective services and devices are required.

To all direct labor costs there shall be additional charges for Vacation Allowance, Health and Welfare, Railroad Retirement and Unemployment Taxes; Public Liability, Property Damage and Workmen's Compensation Insurance; and accounting and billing. For estimating purposes only, these additives collectively may be considered as approximating 55% of direct labor costs.

BURLINGTON NORTHERN RAILROAD COMPANY

PACIFIC DIVISION

18TH SUBDIVISION

RENTON, WASHINGTON

STATE OF WASHINGTON

VALUATION SECTION WA 4A-P

EXHIBIT "C"

Estimated cost for the construction of the Boeing Access Road grade crossings located at MP 4.90 and MP 4.93 as per Exhibit "A".

ESTIMATED COST	LABOR	NON-LABOR		
PART INot Estimated				
PARTII				
1. Track and Crossing Work Crossing at MP 3.90 - Place 48' rubber crossing. Replace 120TF of 115# rail with 120TF of 115# CWR. Rehabilitate crossing area with new ties, fastenings, ballast, and engineering fabric.				
Crossing at MP 3.93 - Place 48' rubber crossing. Replace 120TF of 115# rail with 120TF of 115# CWR. Rehabilitate crossing area with new ties, fastenings, ballast, and engineering fabric. Material Handling Freight Equipment Rental	\$ 6,293	\$ 32,605 2,645 1,944 1,920		
Subtotal Without Labor Surcharges	\$ 6,293	\$ 39,114		
2. Signals Crossing at MP 3.90 - Install 1 automatic flashing light traffic control device, shoulder mount type with a gate and train activation devices.	•			
Crossing at MP 3.93 - Install 3 automatic flashing light traffic control devices, shoulder mount type with 1 gate and train activation devices.		•		
Crossing (Lake Washington Blvd.) at MP 3.97 - Upgrade train activation devices.		4 =0.600		
Material Handling Equipment Rental Freight Business Expense	\$ 19,322	\$ 78,620 6,415 4,830 4,717 3,864		
Subtotal Without Labor Surcharges	\$ 19,322	\$ 98,446		
3. Flagging, Protective Services and Devices				
Not estimatedSee Exhibit "B"	\$	\$		

4.	Engineering and Preparation of Bills		
	Preliminary and Special Engineering Construction Engineering Preparation of Bills	\$ 4,440 1,158 2,700	\$
	Subtotal Without Labor Surcharges	\$ 8,298	\$
SUN	MMARY		
1. 2. 3. 4.	Track and Crossing Work Signal Work Flagging, Protective Services and Devices	\$ 6,293 19,322	\$ 39,114 - 98,446
4. 5.	Engineering and Bill Preparation Liability Insurance	8,298	5,345
	Totals	\$ 33,913	\$ 142,905
6.	Labor Surcharges		
Con	Vacation Pay, Paid Holidays, Railroad Retirement, Unemployment Insurance, Health and Welfare Benefits tingencies	\$ <u>20,110</u> \$ <u>54,023</u>	\$ \$ 54,023 142,905 \$ 196,928 768 \$ 197,696

8,882

\$ 206,578

Office of Manager Engineering Seattle, Washington

State of Washington Tax

Total B/C vs. Renton, Washington

EXHIBIT "D"

Appendix A

Nondiscrimination Provisions of Title VI of the Civil Rights Act of 1964.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendixes "A", "B" and "C".
- (3) Solicitations for Subcontracts, Including Procurements of Materials And Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) Information and Reports: The Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to;
 - (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect

the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigations to protect the interests of the United States,

PROHIBITION OF DISCRIMINATION ON THE BASIS OF SEX.

SEC. 162. (a) Chapter 3 of Title 23, United States Code, is amended by adding at the end thereof the following new section:

"S 324, Prohibition of discrimination on the basis of sex.

No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this title or carried on under this title. This provision will be enforced through agency provisions and rules similar to those already established, with respect to racial and other discrimination, under Title VI of the Civil Rights Act of 1964. However, this remedy is not exclusive and will not prejudice or cut off any other legal remedies available to a discriminatee."

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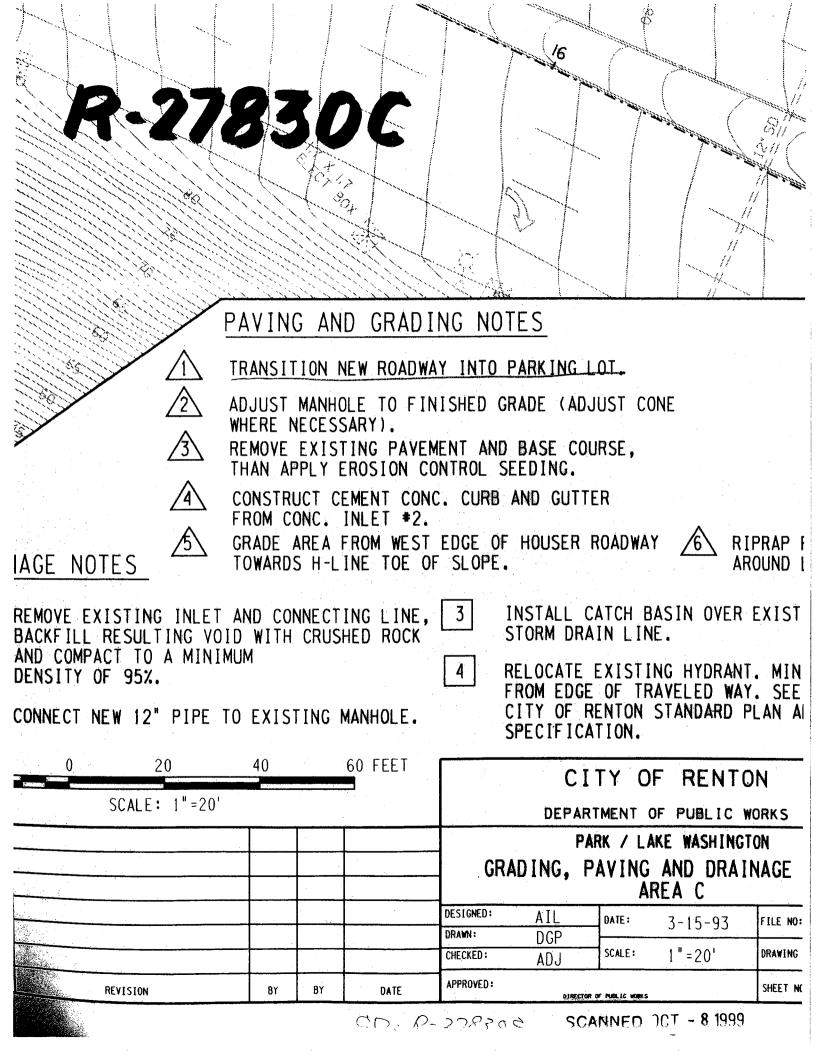
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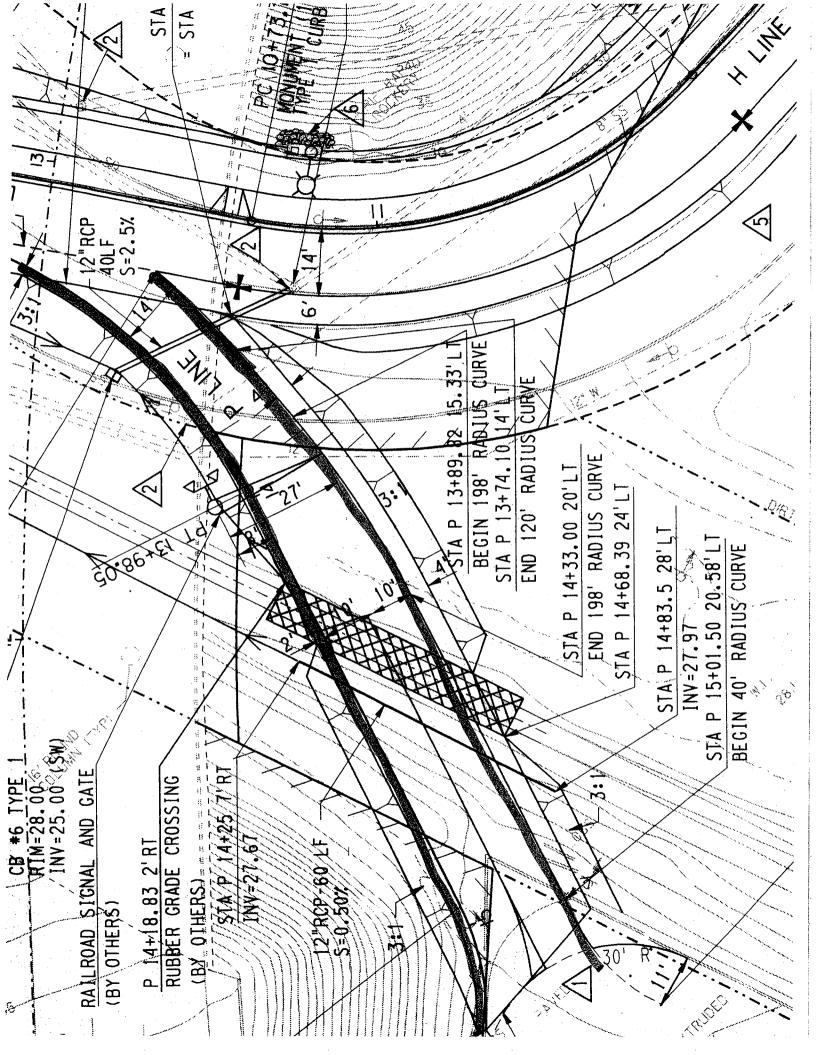


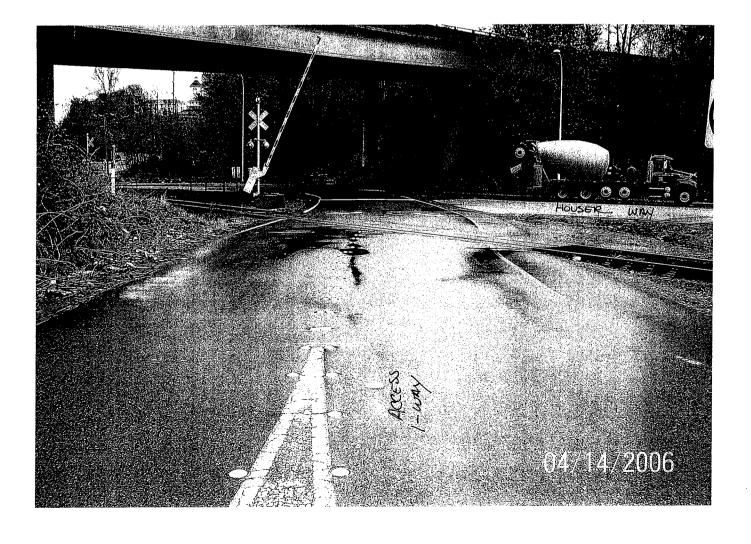
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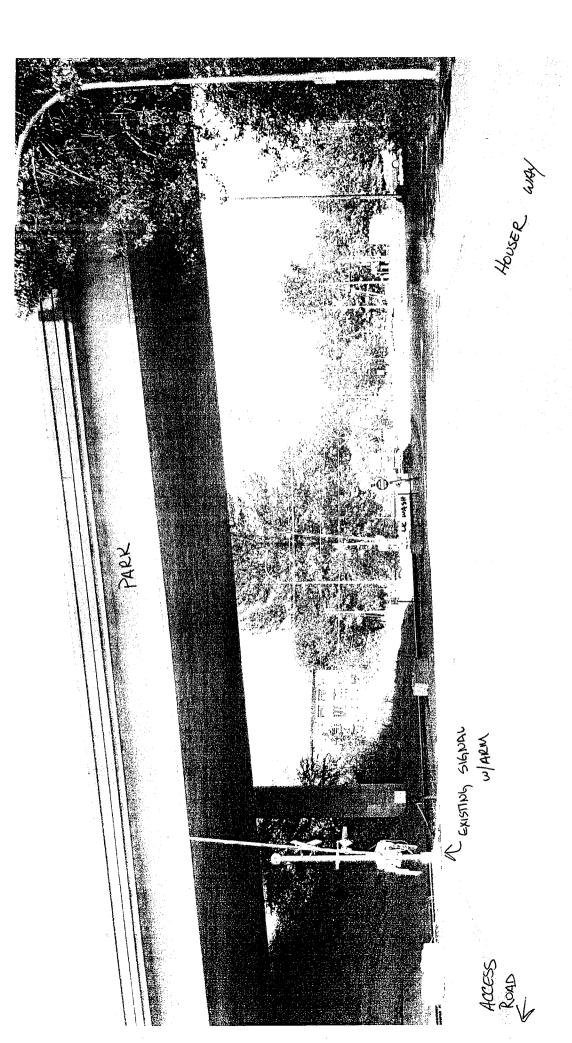
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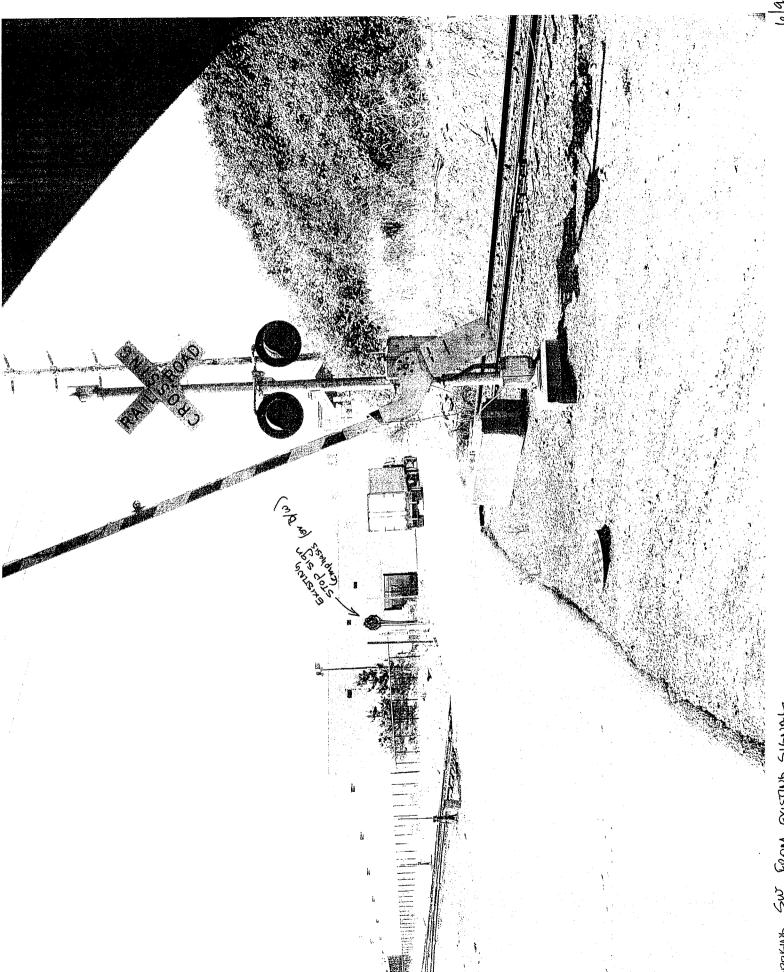
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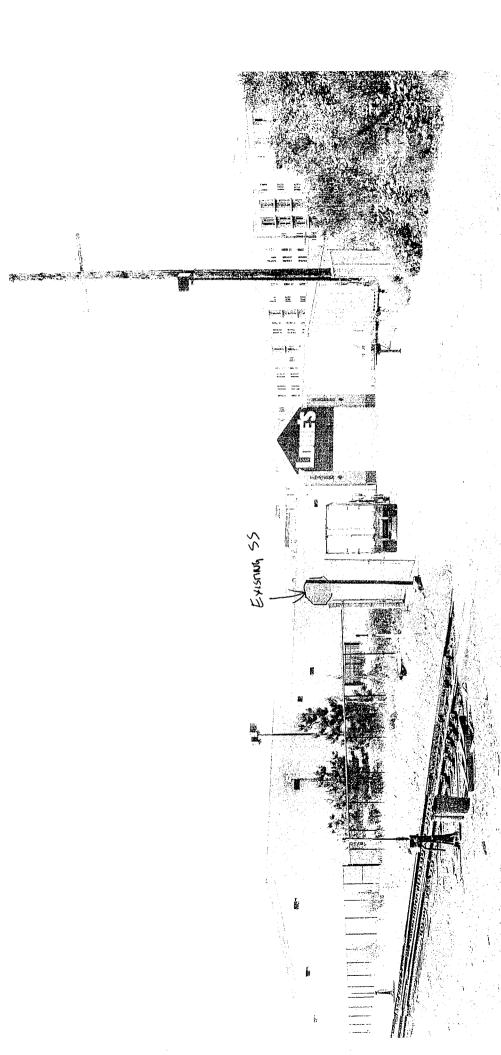




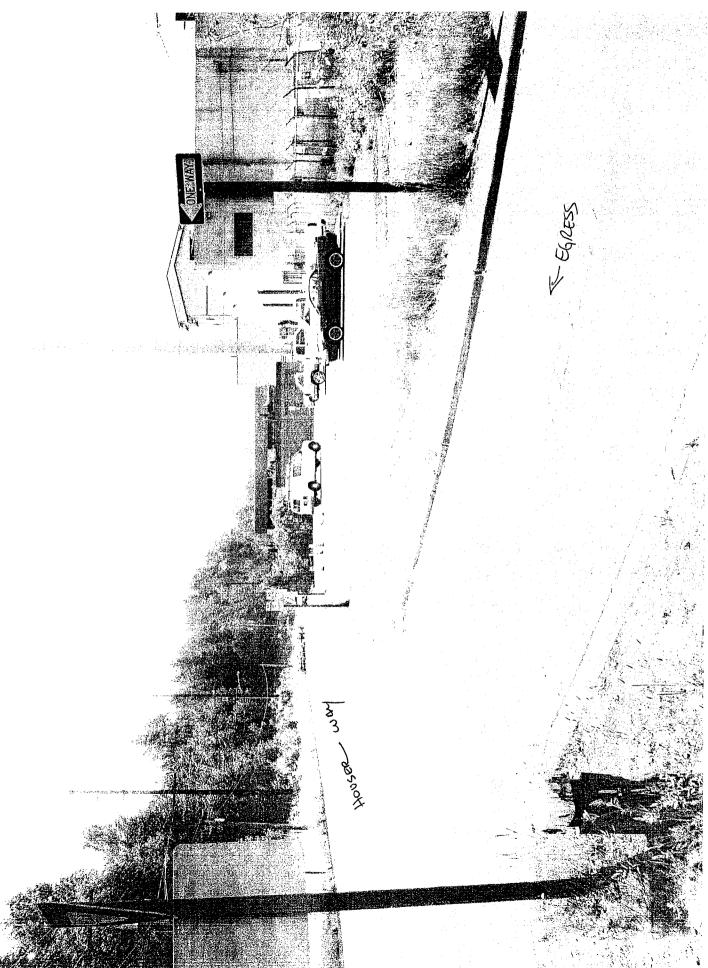




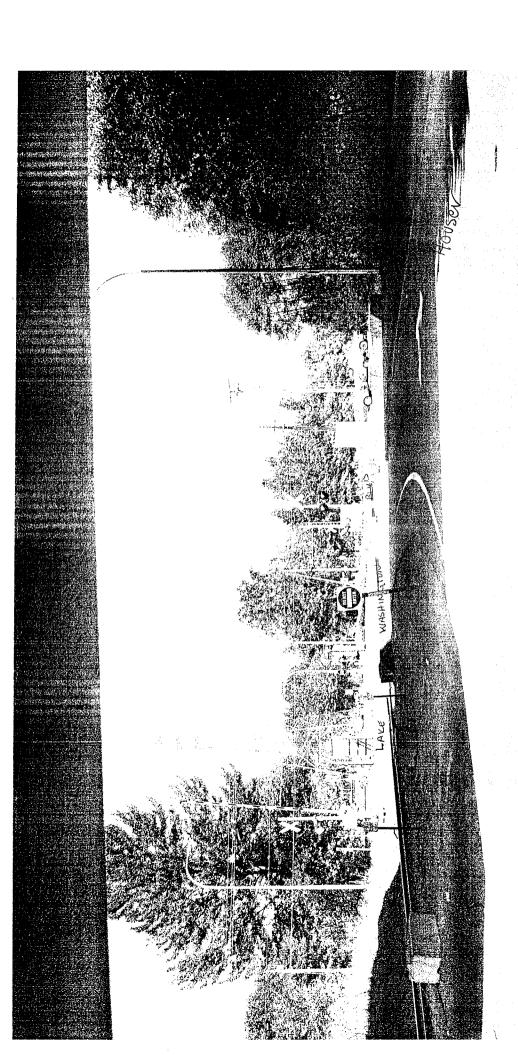
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