



1459 Washington St.
Muscatine, IA 52761-5040
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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

FROM: Brian Stineman, Director of Public Works

DATE: August 14, 2018

RE: Request to Purchase Order for Dick Drake Way Railroad Crossing Repair

INTRODUCTION:

The City of Muscatine has a contract with the Canadian Pacific Railroad requiring the city to maintain crossings of city streets.

BACKGROUND:

The railroad crossing at Dick Drake Way which serves Muscatine Power and Water Unit 9 is in need of repairs. Per existing contracts it is the responsibility of the City to fund these repairs. Trackmasters Inc. is the only company that performs this type of repair work. The Public Works Department has received a quote from Trackmasters in the amount of \$168,100 for the repairs to the crossing. There is a possibility that MP&W may pay for the portion of the work that includes repairs to the rails.

RECOMMENDATION/RATIONALE:

Staff recommends approving a purchase order to Trackmasters Inc. in the amount of \$168,100. Funds for this work are available in the Roadway Maintenance Budget.

BACKUP INFORMATION:

Project Quote from Trackmasters
Site Map





Building Trust One Track At A Time

Corporate Office: 1825 First Ave., Silvis, IL 61282-1091

July 3, 2018

Randy Howell
Street Maintenance Supervisor
City of Muscatine
1459 Washington St.
Muscatine, IA 52761

Dear Mitch:

Thank you for giving us this opportunity to provide price quotation for the replacement and upgrade of one (1) new at grade railroad road crossing at Dick Drake Way (*middle road crossing*) in Muscatine, Iowa. This quote is based on your request, and our recommendation on the required services necessary to upgrade the road crossings.

PROJECT DESCRIPTION

The work consists of furnishing all labor, materials, and equipment necessary for the removal one (1) existing rubber crossing and approaches on each side of the railroad crossing, replacement of railroad track and the installation of one (1) new at grade road crossing approximately one-hundred ninety-two (192) feet in length.

SCOPE OF WORK

Trackmasters, Inc. proposes to supply all the labor, material, equipment and insurance necessary to accomplish the services for replacing the road crossing and crossing approaches as follows:

- Saw cut concrete/asphalt on each side of road crossing and stockpile removed materials for future disposal
- Removal of existing rubber road crossing and stockpile for removal from job site
- Remove existing railroad track and dismantle existing track panel removed by Trackmasters Inc. work forces.
- Excavate railroad track thirty-two (32) inches from the top of the existing rail and stockpile materials for future disposal. Removed materials will be stockpile at the City of Muscatine storage area
- Reestablish sub-grade and compact the railroad track within the road crossing area
- Install Reclaimed Asphalt Pavement (RAP) ground asphalt in the area of the road crossing 12 feet x 208 feet x 8 inches and compacted.

Specializing in Railroad Trackwork
Design / Construction / Rehabilitation / Maintenance

Phone: (309) 792-2432 • Fax (309) 792-2440
www.trackmastersinc.com



- Construct a new track panel to replace the track panel that had previously been removed. The panel will be constructed with ten (10) foot crossties and Pandrol Tie Plates with galvanized "E" Clips and new 115 lb. rail. Furnish and install five (5) new crossties on each side of the track panel (*total 10 crossties*). Crossties are spaced on eighteen (18) inch centers
- Provide and install joint bars in the area where the new track panel attaches to the existing railroad track. No rail joint will be within fifteen (15) feet from the edge of the road crossing.
- Furnish, distribute and install granite ballast on the newly constructed railroad track. The ballast will be twelve (12) inches below the bottom of the crosstie.
- Raise, resurface and mechanically tamp railroad track to new profile with necessary run off on each end of the road crossing.
- Furnish and install one (1) new *heavy duty* embedded concrete crossing panels for a minimum of one hundred ninety-two (192) track feet.
- Dispose of removed concrete/asphalt materials from at the City of Muscatine storage area
- Clean up work area of any debris attributed by our services.

MATERIALS TO BE FURNISHED

- Ballast (Top) -** *New-* Crushed granite stone ballast, size of 1-½ inch (AREMA Size 3), or approved equal to depth of twelve (12) inches below the bottom of the crosstie and placed to the approximate top of the crosstie.
- Crossties-** *New-* AREMA size number five (5) 7"x9"x10'0" grade, creosote/coal tar treatment. More detail drawings and specifications can be provided upon written request. A crosstie is a transverse support, commonly of creosote treated wood, laid in the ballast, on which rails rest to form the track, thereby holding the rails to gauge and evenly distributing the load to the ballast.
- Drive Spikes-** *New-* 1 1/16-inch x 6-inch timber screws that are used in tie plates, crossing planks, switch stand and bridge guard rails or any other area where required. Produced from special steel and heat treated to a minimal of 160/170,000 PSI tensile.
- Drive Spikes-** *New-* ¾ inch x 12 inches with heads that are used in tie plates, crossing planks, switch stand and bridge guard rails or any other area where pre-drilling is not required. Produced from special steel and heat treated to a minimal of 160/170,000 PSI tensile. Also, can be provided in timber head, dome head and torquex© head.



- Lock Washers-** *New-* 3/8" wide x 3/8" thick x 1-1/8" diameter, cut from heavy duty high grade carbon steel or alloy steel and manufactured to current AREMA specifications and are referred to sometimes as *Railway Spring Washers*. They are designed to maintain bolts tension under all conditions and are available in several varieties.
- Rail-** *New-* All AREMA "RE Rail Sections" shall meet the parameters of "Standard Chemistry- Steel Rail" as published in the current edition of AREMA Manual for Railway Engineering; Chapter 4-Rail. Chemical Analyses will be documented using standard and/or modified Mill Test Certificate and Chemical analyses. Dimensions variance form AREMA specifications within the listed values allowed: Height .060" Under .025", Head Width Over .045" Under .045" Base Width Over .060" Under .060" Web Thickness Over .060" Under .030". Straightness permissible variance form AREMA straightness is (in inches): Droop: .040, Hook .040 maximum and Saddle: .040 maximum. Ultrasonic Testing rails shall be examined by and pass testing. Surface rails will be suitable for all common industrial applications. Branding and Stamping will be identified as produced by manufacture. Rail must be free from obvious defects and clean in appearance. Rail section will be 11SRE and standard lengths shall be 80 feet with standard shorts.
- Rail Anchors-** *New-* One-piece construction is manufactured in one-piece construction from spring steel or equal, heat treated and designed to eliminate creepage of track. They provide a large bearing surface against both rail base and tie, avoiding undo cutting and wear, thus prolonging the life of wood ties heat-treated designed to attached to a rail to keep it from moving longitudinally as a result of temperature change or under traffic. Also called anti-creeper to help eliminate creepage of track, drive on design and installed box anchored on every crosstie outside the limits of the road in the area of the rail relay



- Road Crossing-** *New-* Steel-clad *heavy duty full depth modular concrete crossing* concrete crossing panels. UPRR/BNSF nine (9) foot 0-inch common standard lag-down concrete crossing panels designed for use with 115RE rail or equal. Panels are complete with 3"x3"x 3/8" steel frame, attached rubber flange way filler, UHMW gauge panel shunt break, skid-resistant finish, and co-made seal concrete salt and chemical sealant. Concrete 6000+ psi, meets AASHTO HS20-44 load rating. Panels are to be used on flat 10-foot timbers on 19-1/2 inch.
- Tie Plates** *Relay* -Pandrol Design double shoulder punched and sheared from cast steel, 7-3/4 inch x 16-inch minimum for six (6) inch rail base. Each plate will have two (2) each *galvanized E-clips* installed to bear on the rail base. Four (4) drive screws or track spikes will be installed in each tie plate.
- Tie Plates** *Relay*—Are design to provide a bearing surface for the rail on the crosstie. Double shoulder tie plates in the railroad track and double shoulder tie plates throughout the turnout area and punched and sheared from hot rolled steel, 7-3/4 inch x 13-inch minimum. The use of single or double shoulder Tie Plates makes a more stable track and greatly lengthens the life of wood ties. Punched and sheared from hot-rolled steel sections, tie plates provide proper cant, uniform bearing surface for the rail and better load distribution to the ties. They hold the rail to gage, providing more uniform wear to rail head and protect against undue wear to ties. Tie plates are designed with a long end or field end to be located outside of the rails. In the case of single shoulder tie plates, the shoulder is placed on the field end of the plate. The gage end or short end of the plate is located inside of the rails. Two (2) track spikes will be installed in each tie plate on the tangent portion of track and four (4) track spikes installed on the curve segment of railroad track.
- Track Bolts-** *New-* 1-inch x 5-3/4 inch, button head, and oval neck (to prevent turning of bolts in corresponding hole in joint bar), heavy duty free fit nut and manufactured per current AREMA specifications. The oval neck fits into the oval hole in the connector bar, thus allowing tightening of the nut without the use of a second wrench to keep the bolt from turning. These bolts are manufactured as per ASTM A-183 specifications to both a heat-treated (Grade 2) and are made



- Track Spikes-** *New-* 5/8-inch x 6 inches, produced from hot rolled steel with forged head, chisel point (*wedged shape*), reinforced throat, square body and are manufactured per current AREMA specifications. Tie plates will have two (2) track spikes installed in each tie plate. They are designed to secure "T" rail to wooden crossties have an "L" shape head and a square shank.
- Tie Plugs-** *New-* Creosote oak and five (5) inches long and are for filling holes in new or used crossties where spikes have been removed.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

- Complete access to the site as required on those days which we are performing our scope of work.
- Updates of the overall project schedule so that we may coordinate our work efforts.
- Provide safety training for our employees, if required by your company.
- Construction traffic control and detour route while we are performing our services.
- Provide area at the City of Muscatine to stockpile removed ballast removed from railroad crossing.
- Provide and stockpile on site the Reclaimed Asphalt Pavement (RAP) ground asphalt for our installation
- Provide concrete or asphalt approaches on each side of road crossing once we have completed our services
- Coordination with the operating railroad and industries while we are performing our service.

SCHEDULE

This quote assumes all work will be installed in the 2018 construction season

COMPENSATION

We will provide the Scope of Work services to accomplish all of the above for a total lump sum fee of One Hundred Sixty-Eight Thousand One Hundred (\$168,100.00) Dollars

AGREEMENT

This proposal shall become the Agreement for Work when signed and dated by you. The attached Standard Terms and Conditions are made part of the proposal and Agreement of Work and shall constitute the exclusive agreement of the parties and all conflicting or



additional terms in the Buyers purchase order or any such documents of the Buyer shall have no effect.

Additional Work or Deviations

In the event that additional work is required, due to unforeseen problems or circumstances, the work and related costs shall be negotiated on a unit price basis and the contract modified in writing accordingly, prior to proceeding with the additional work unless other arrangements are made.

This proposal is valid for 15 days and materials are subject to prior sale. If this proposal is acceptable to you please sign and return it to us. We will then enter this project into our work schedule once we receive an executed copy of the agreement.

Thank you for your time in considering this proposal. We look forward to working with you on this project. If you have, any further questions concerning this quotation or if we may be of service to you in the future, please do not hesitate to contact us at (800) 447-9105. For additional highlights on our company, you can visit our web site at www.trackmastersinc.com.

Sincerely yours,
Trackmasters, Inc.

Reg Stearns

Regginal L. Stearns

Accepted _____

Date _____, 2018

RLS/jsm

Email: rhowell@muscatineciowa.gov



STANDARD TERMS AND CONDITIONS

PARTIES:

TMI shall mean TRACKMASTERS, INC.
"CUSTOMER" shall mean the person or entity executing this agreement with TMI.

RIGHT OF ENTRY:

The CUSTOMER shall provide proper and safe access to the site for the employees, agents, and subcontractors of TMI. The CUSTOMER shall provide a reasonable opportunity for the introduction, storage for materials and equipment in order to perform the required work on the project.

UNDERGROUND UTILITIES:

When a project includes underground work (excavation depths greater than six (6) inches) TMI will contact all local public utilities to locate their underground facilities. It is the CUSTOMER'S responsibility to locate and verify all on-site private utilities (for example underground parking lot light conduits, underground sprinkler systems, etc.). When underground utilities conflict with proposed work by TMI the conflicting utilities, private or public, will be relocated at the CUSTOMER'S expense. Any additional work by TMI due to unforeseen utility conflicts shall be paid for by the CUSTOMER through a contract change order.

RAILROAD SAFETY:

The CUSTOMER is responsible for notification to the operating railroad or switching authority, issuing work permits, closing of track switches, placement of derails/wheel stops, and placing "First Lock".

The CUSTOMER is liable for all damages and losses that occur from train/car movement while TMI is performing work or services during the course of contract before project is fully completed and accepted by the owner.

INSURANCE AND BONDING:

TMI has the following standard insurance coverage in thousands of dollars:

General Liability	\$2,000
Automobile Liability	\$1,000
Workers Compensation	\$100/500/100

TMI will provide the CUSTOMER with a Certificate of Insurance detailing these standard limits when requested by the CUSTOMER. Unless provided for herein, the cost for additional insurance coverage when requested by the CUSTOMER will be the responsibility of the CUSTOMER and included as part of a contract change order.

TMI can also obtain Performance and Payment Bonds for the project when requested by the CUSTOMER. Unless provided herein, the cost for Performance or Payment Bonds when requested by the CUSTOMER will be the responsibility of the CUSTOMER and included as part of a contract change order.

While work is being done pursuant to the terms of this contract and for a period of one year after the contract has been completed, the customer agrees not to hire any employees of TMI which did or did not work under this contract.

TMI shall not be responsible for delays, performance penalties, damages, or liability of any kind due to factors which are beyond the reasonable control of TMI. These factors include but are not limited to delays because of labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, accidents, failure of any governmental or other regulatory authority to act in a timely manner, unavoidable casualties, unforeseen underground conditions, and delays

caused by the CUSTOMER or its agents. TMI shall notify the CUSTOMER in writing within ten (10) days of the occurrence of any delays. The letter will describe the nature of the delay and the probable effect of such a delay. The CUSTOMER shall then grant TMI a reasonable time extension by extending the contract time through a change order.

PAYMENT:

Unless provided for herein, the invoices for the project will be submitted to the CUSTOMER each month and at the end of the project. Invoices are due and payable upon receipt by the CUSTOMER. If the CUSTOMER does not make payment within thirty (30) days after the date the invoice was mailed to the CUSTOMER the invoice will be considered past due. A 1-1/2% per month service charge (18% annually) will be applied to the past due account. All legal fees incurred by TMI to collect a past due account shall become the responsibility of the CUSTOMER. Any failure to comply with payment terms by the CUSTOMER shall be grounds for a default termination.

CHANGES ORDERS:

The CUSTOMER, without invalidating the contract, may request changes in the work within the general scope of the contract consisting of additions, deletions, or any other revisions. If TMI agrees to perform said changes in the work the contract scope, contract sum, and contract time will be adjusted accordingly. A written change order agreement signed by both parties shall be prepared prior to any changes in the work being performed.

DISPUTE RESOLUTION:

Any claims or disputes between the CUSTOMER and TMI made during or after the performance of the work on the project under this agreement shall be submitted to non-binding mediation. Mediation to take place at the Rock Island County, 14th Judicial Circuit Mediation Center, 1617 2nd Avenue, Suite 100, Rock Island, Illinois.

TERMINATION:

This agreement may be terminated by either party for convenience or for default upon seven (7) days' written notice. If the termination is for default, the non terminating party may cure the default before the effective date of termination and then the termination will not be effective. TMI has the right to suspend its construction activities on the termination notice date and does not need to resume its construction activities until the default is cured. In the event that the agreement is either terminated by the CUSTOMER for convenience or by TMI because of default of the CUSTOMER; TMI shall be paid for all work performed to the termination date and all termination expenses. In the event that the agreement is either terminated by TMI for convenience or by the CUSTOMER because of default and TMI does not cure the default, TMI shall be paid for all work performed to the termination notice date but shall not be paid for work performed after the termination notice date and not for any termination expenses.

FORCE MAJEURE:

Failure of or delay in compliance with the terms and conditions of this agreement by TMI shall be excused if due to an act of God, fire, flood, strike, work stoppage, labor dispute, accident, or any similar cause beyond the control of TMI.

COMPLETE AGREEMENT:

This Agreement constitutes the entire and integrated agreement between the CUSTOMER and TMI and supersedes all prior negotiations, representations, and agreements, whether oral or written. If the CUSTOMER issues a Purchase Order of which this Agreement becomes a part, the terms of the Agreement shall take precedence in the event of a conflict of terms.