



NEW APPLICATION



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Yuma County, Arizona

DEPARTMENT OF DEVELOPMENT SERVICES

2703 S. Avenue B • Yuma, Arizona 85364

(520) 329-2300
FAX: (520) 726-5626

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AZ CORP COMMISSION
DOCUMENT CONTROL

December 22, 2000

Bob Starkey, Railroad Division
Engineer & Railroad Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona, 85007

DOCKET NO. RR-03639A-01-0003

Re: 10th Street Railroad Spur crossing
M.P. 733.6 Gila Subdivison
DOT 760 793A

Dear Mr. Starkey,

Yuma County requested Union Pacific Railroad Company to widen the existing concrete planking to match the new width for a road improvement project. The County is proposing to improve the existing two lane roadway to a more typical urban road. The roadway section will have curb and gutter with sidewalks on both sides. Union Pacific Railroad provided the attached Agreement, in the amount of \$22,371.00 to perform the work. The Agreement is scheduled to be approved at the next Board of Supervisor's meeting on January 2, 2001. Within the Agreement, item No. 1, the County is identified to obtain permission from the Corporation Commission to improve the referenced crossing.

Please find enclosed two copies of the City 10th Street roadway plans, and a copy of the Agreement. The Corporation Commission's approval is requested to improve this spur crossing, which has very limited use.

If you have any questions, do not hesitate to contact me.

Sincerely,

Roger A. Patterson, P.E.
County Engineer
encl.

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Monty M. Stansbury
Planning Director
Planning & Zoning
(520) 329-2300
FAX (520) 317-8302

Curtis Cansler
Chief Building Official
Building Safety
(520) 329-2292
FAX (520) 726-5801

TDD
(520) 329-2304

Roger A. Patterson, P.E.
County Engineer/FCD
Engineering Division
(520) 329-2300
FAX (520) 726-5626

Flood Control District
(520) 329-2302
FAX (520) 726-5626

SCHEDULE OF WORK

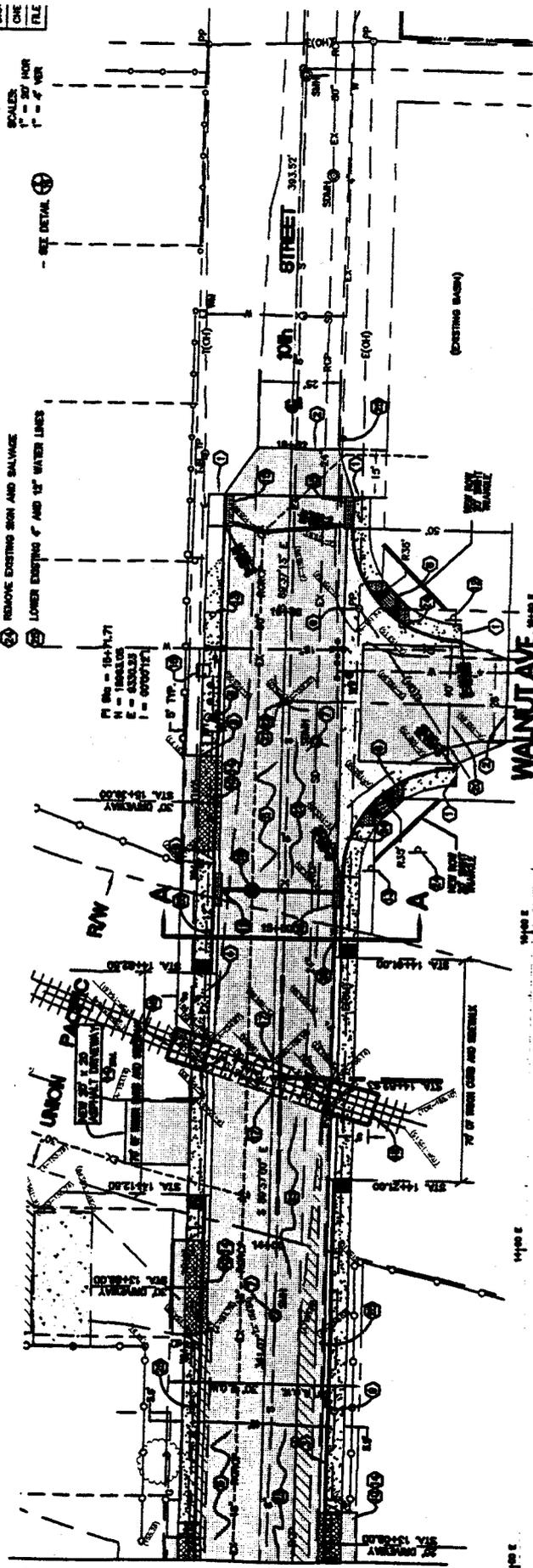
- 1 MATCH EXISTING CURB, GUTTER AND SIDEWALK
- 2 MATCH EXISTING AC PAVEMENT
- 3 NEW CURB AND GUTTER
- 4 NEW 6" SIDEWALK
- 5 NEW AC PAVEMENT
- 6 NEW CURB RETURN
- 7 ADJUST MANHOLE TO FINAL GRADE
- 8 ADJUST WATER VALVE TO GRADE

- 9 RELOCATE POWER POLE TO BACK OF SIDEWALK
- 10 NEW DRIVEWAY
- 11 NEW CROSS GUTTER
- 12 NEW DOUBLE FASSED STREET SIGN WITH STOP SIGN
- 13 NEW STOP SIGN
- 14 INSTALL 6" AC PAVING OVER 5" AND 6" DEEP BY WEST OF DRIVE TO MATCH EXISTING
- 15 NEW TYPE "D" DOUBLE CATCH BASIN
- 16 ADJUST EXISTING WATER BOX TO GRADE

- 17 MATCH NEW AC PAVEMENT TO RAILROAD PLANE. ALL WORK 5' ON EACH SIDE OF TRACK CENTERLINE SHALL BE DONE BY UPPER CONTRACTOR TO MATCH SIDEWALK AND TYPICAL CURB.
- 18 CONCRETE PLANKINGS TO BE INSTALLED BY UPPER CONTRACTOR TO MATCH SIDEWALK AND TYPICAL CURB.
- 19 NEW 6" DIA. MANHOLE
- 20 EXTEND PAVING SOUTH
- 21 INSTALL COUNTY STANDARD MONUMENT
- 22 ESTABLISH PERMANENT BENCH MARK WITH CITY AND COUNTY RECORDS
- 23 REMOVE EXISTING PAVING AND BASE
- 24 REMOVE EXISTING SIGN AND SALVAGE
- 25 LOWER EXISTING 6" AND 12" WATER LINES

- 26 - SEE DETAIL
- 27 - SEE DETAIL
- 28 - SEE DETAIL
- 29 - SEE DETAIL

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Improvements to Existing Public Road Grade Crossing
For 10th Street, DOT 760 793A
M.P. 733.6 Gila Subdivision
Yuma, AZ

THIS AGREEMENT, executed in duplicate this ___ day of _____, 2001, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter the "Railroad"), and County of Yuma, a municipal corporation of the State of AZ (hereinafter the "Political Body"), WITNESSETH:

RECITALS:

The Political Body has requested the Railroad to improve the existing 10th Street crossing, at grade, along, over and across the Railroad's track and right of way at Mile Post 733.6, Gila Subdivision, DOT No. 760 793A, in City of Yuma, Yuma County, AZ to which the Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Political Body will obtain permission from the Arizona Corporation Commission to improve said crossing.
2. Upon execution of this agreement by both parties, the Railroad shall furnish all labor, material, equipment and supervision for, and shall install crossing surface in the sidewalk area at 10th Street.
3. The above cited construction will be done by the Railroad at an estimated cost of \$22,371.00 as itemized in the attached estimate, marked Exhibit "B", which by this reference is made a part hereof. The Political Body will upon completion of the work outlined in Section 2 herein reimburse the Railroad for 100% of the total actual cost incurred by the Railroad to complete the proposed construction. At the request of the Railroad and upon submission of detailed statements, advance reimbursement may be made for materials ordered for project. Political Body agrees to pay invoices within 30 days of receipt. Railroad agrees to submit final bill for the work described herein within twelve (12) months of completion of the work.
4. The Railroad shall maintain the area from centerline of track to 2 ft. outside of each rail. The Political Body shall maintain the approaches.

5. The Political Body agrees, at the Political Body's sole cost and expense, to provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings per Manual on Uniform Traffic Control Devices.

6. If a contractor is to do any of the work performed on the Project, then the Political Body shall require its contractor to execute the Railroad's form of Contractor's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will the Political Body's contractor be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

7. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

8. The Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

9. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

10. The Political Body shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the Political Body, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Political Body with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Political Body.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this date and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY

By _____

COUNTY OF YUMA

By _____

Marco A. (Tony) Reyes
Chairman

ATTEST:

Wally Hill
its Clerk of the Board
(Seal)

Pursuant to Resolution/Order
dated January 2, 2001,
hereto attached.

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

DESCRIPTION OF WORK:
INSTALL 20' OF CONCRETE ROAD CROSSING, 10 FEET ON EACH END
OF THE EXISTING ROAD CROSSING TO COVER THE SIDEWALK AREA.
INCLUDING TIES, OTM AND BALLAST AT 10TH STREET IN YUMA, ARIZONA,
AT MP 733.60 ON THE GILA SUBDIVISION.
CROSSING IS TO BE PAID BY YUMA COUNTY.

PID: 35914 AWO: 38521 MP, SUBDIV: 733.60, GILA
SERVICE UNIT: 16 CITY: 10TH ST STATE: AZ

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			244		244		244
LABOR ADDITIVE			2184		2184		2184
TRACK-INSTAL			2688		2688		2688
TOTAL ENGINEERING			5116		5116		5116
TRACK & SURFACE WORK							
BALAST	1.00	CL		534	534		534
BILL PREPARATION				1000	1000		1000
EQUIPMENT RENTAL				4000	4000		4000
FOREIGN LINE FREIGHT				200	200		200
HOME LINE FREIGHT				950	950		950
LABOR ADDITIVE			2164		2164		2164
MATL STORE EXPENSE				192	192		192
OTM				275	275		275
PAVING	20.00	TF	1042	3350	4392		4392
SALES TAX				215	215		215
TRACK-INSTAL			1393		1393		1393
TRK-SURF, LIN			706		706		706
WELD				258	258		258
WPIE	20.00	EA		976	976		976
TOTAL TRACK & SURFACE			5305	11950	17255		17255
LABOR/MATERIAL EXPENSE			10421	11950			
RECOLLECTIBLE/UPRR EXPENSE					22371	0	
ESTIMATED PROJECT COST							22371
EXISTING REUSEABLE MATERIAL CREDIT						0	
SALVAGE NONUSEABLE MATERIAL CREDIT						0	
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, WE WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.