


Department of Engineering  
Dan Gaillet, P.E., County Engineer

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MEMORANDUM

April 30, 2019

To: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
David Bishop, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Dan Gaillet, P.E.   
County Engineer

Re: Local Agency Highway – Railway Agreement  
Weisenberger Road Improvements Project

The Engineering Department recommends the Board approve and authorize the Board President to sign the Agreement with the Illinois Central Railroad Company for drainage improvements at the railroad, south of, and part of the Weisenberger Road Project. The County's share of costs shall not exceed \$98,850.00.

AGREEMENT  
FOR  
LOCAL AGENCY HIGHWAY-RAILWAY  
DRAINAGE IMPROVEMENTS

THIS AGREEMENT, made and entered into this \_\_\_ day of April, 2019, by and between MADISON COUNTY in the State of Mississippi, hereinafter referred to as the "LOCAL AGENCY" and the ILLINOIS CENTRAL & RAILROAD COMPANY, hereinafter referred to as "RAILROAD";

WITNESSETH:

WHEREAS, in the interest of public safety and convenience, the parties hereto propose to remove an existing RAILROAD drainage structure on the Canton Subdivision at railroad milepost 713.1 as identified in Exhibit A; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements in part through the use of LOCAL AGENCY funds which are provided as an appropriation by the LOCAL AGENCY;

WHEREAS, the LOCAL AGENCY has committed to developing the hydrolic plans and acquiring all necessary permits to allow for the closure of the RAILROAD drainage structure at the sole cost and risk of the LOCAL AGENCY, and the RAILROAD has committed to develop the drainage structure removal plans and remove the drainage structure at a Lump Sum cost of \$98,850.00 to the LOCAL AGENCY;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectfully kept and performed as hereinafter set forth, it is hereby agreed as follows:

ARTICLE I. For the purpose of identifying the plans, specifications, estimates and other documents, this project will be designated as "Weisenberger Road Drainage Improvements at Illinois Central Railroad Company's Milepost 713.1, at/near Gluckstadt, Mississippi".

ARTICLE II. The project covered under this Agreement shall be subject to all applicable federal, state, and local laws, rules, regulations, orders and approvals pertaining to agreements, specifications, award of contracts, acceptance of work and general engineering practices. With respect to reimbursement by the LOCAL AGENCY to the RAILROAD, as hereinafter provided, for any work or portion thereof performed by the RAILROAD, the LOCAL AGENCY and the RAILROAD shall be governed by the applicable provisions of the Federal-Aid Policy Guide (FAPG), as currently amended, which is also made a part of this Agreement by reference.

ARTICLE III. The proposed improvements to be accomplished shall be in accordance with attached Exhibit A. The RAILROAD's portion of the work for the proposed improvements, listed under "WORK TO BE PERFORMED BY RAILROAD" on Exhibit A, shall be in

accordance with the plan and the cost attached hereto as Exhibit A. No approved plan or specification shall be changed by the RAILROAD without written permission from the LOCAL AGENCY, excepting for minor changes necessitated by actual field conditions encountered at the time of construction or substitutions of equivalent materials as may be agreed upon by RAILROAD's and LOCAL AGENCY's respective representatives.

ARTICLE V. All items of work listed under "WORK TO BE PERFORMED BY RAILROAD" on Exhibit A may be performed by the RAILROAD with its own forces on a force account basis, continuing contract, or by contract. In the event the RAILROAD elects to engage a contractor to perform all or a substantial portion of the work, the RAILROAD shall furnish LOCAL AGENCY the name of the contractor whose services will be used to perform the work. Such contracts will be in compliance with any applicable State statutes and implementing rules and regulations prohibiting discrimination in the solicitation or selection of contractors or subcontractors on the basis of race, color, national origin or sex.

ARTICLE V. The LOCAL AGENCY shall prepare any required detailed drawings, plans and specifications as may be required for any proposed improvements listed under "WORK TO BE PERFORMED BY LOCAL AGENCY" on Exhibit A, and shall perform or arrange for the performance of said items of work at its sole cost, risk and expense, except as may otherwise be specifically provided for in this Agreement.

ARTICLE VI. In the event the work to be performed by LOCAL AGENCY is to be let by contract, the LOCAL AGENCY shall require its contractor(s) enter into the current standard RAILROAD right of entry agreement. The LOCAL AGENCY will enter into the current standard RAILROAD right of entry agreement in regards to any work to be performed by LOCAL AGENCY's own forces, excepting the provisions thereof pertaining to the furnishing of certificates of insurance or as may be otherwise provided in this agreement.

ARTICLE VII In the event the work to be performed by the LOCAL AGENCY on or in close proximity to the RAILROAD's property, tracks or other facilities is let by contract, the LOCAL AGENCY shall require its contractor or contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during the performance of any construction or reconstruction work the following types of insurance: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad Protective policy shall name the Illinois Central Railroad Company as the insured, shall be in a form acceptable to the RAILROAD and said insurance shall be primary as it relates to the this contract. The LOCAL AGENCY shall require its contractor(s) to furnish to the RAILROAD the original Railroad Protective policy and certificates evidencing the other insurance coverage specified herein. The Railroad Protective policy and all other insurance certificates must meet with the RAILROAD's approval before any work may be started on the

RAILROAD's property or in close proximity of RAILROAD's tracks or other facilities by the said contractor or contractors.

ARTICLE VII. Subsequent to the award of any contract or contracts by the parties, and before any work commences on this project, a conference shall be held between the representatives of the LOCAL AGENCY, the RAILROAD and the interested contractor(s), at a mutually convenient time and place, for the purpose of coordinating the work to be performed, and at which time a schedule of operations will be adopted. Such schedule of operations will provide sufficient lead time for the RAILROAD to order and assemble their respective materials.

ARTICLE IX. Upon execution of this agreement, the RAILROAD shall promptly assemble the necessary materials and, as soon as possible thereafter, arrange to perform its work consistent with the schedule of operations adopted and in accordance with the approved plans and specifications, and shall notify the agencies listed on Exhibit "A" before commencing work.

ARTICLE X. The RAILROAD shall bill the LOCAL AGENCY at a fixed cost Lump Sum of \$98,850.00 for the work of removal and track embankment engineering, the drainage structure removal, and construction cost to complete the removal of the structure at milepost 713.1 of the Canton subdivision. The Local Agency will be billed 50% of the cost \$49,425 on the end of the month when work starts at the site and the remaining 50% or \$49,425 upon removal of the structure and embankment stabilized.

ARTICLE XI. After completion of the work contemplated under this Agreement, the RAILROAD, at its sole cost and expense except as otherwise provided by law or by separate agreement, shall maintain the track and embankment where the drainage structure existed at milepost 713.1 of the Canton subdivision.

ARTICLE XII. The LOCAL AGENCY hereby certifies that for payment of its obligations incurred in connection with the construction of the proposed improvements, the necessary appropriations have been made and are evidenced by the attached resolution.

ARTICLE XIII. In the event that delays or difficulties arise in securing any necessary approvals, acquiring rights-of-way, settling damage claims, or for any other cause which in the opinion of the LOCAL AGENCY renders it impracticable to proceed with the construction of the project, then at any time before the construction is started, LOCAL AGENCY may serve formal notice of cancellation upon the RAILROAD and this Agreement shall thereupon terminate. In the event of cancellation, LOCAL AGENCY shall reimburse the RAILROAD for all eligible cost and expense incurred by the RAILROAD prior to receipt of notice of cancellation and payment by LOCAL AGENCY.

ARTICLE XIV. This Agreement shall be binding on the parties hereto, their successors and assigns to the extent permitted under law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered an original, by their duly authorized officials as of the day and date first written above.

ILLINOIS CENTRAL RAILROAD COMPANY

By: \_\_\_\_\_  
Chad A. Anderson  
Southern Regional Engineer

MADISON COUNTY

By: \_\_\_\_\_  
Trey Baxter, President  
Madison County Board of Supervisors

RESOLUTION

BE IT RESOLVED, that the Board of Supervisors of Madison County in the State of Mississippi, hereby authorizes the Board President, to execute an Agreement dated April \_\_\_\_, 2019 with the Illinois Central Railroad Company, copy attached, covering "Weisenberger Road Drainage Improvements at Illinois Central Railroad Company's Milepost 713.1, at/near Gluckstadt, Mississippi;" on behalf of said County by affixing his signature to each of two (2) original counterparts of said Agreement, the same to be attested by the Chancery Clerk; and it is herein and hereby certified and affirmed that funds have been appropriated and are available for the payment by County of any amounts agreed to be paid by it under the terms of said Agreement.

BE IT FURTHER RESOLVED a certified copy of this resolution be transmitted to the Illinois Central Railroad Company.

\* \* \* \* \*  
\* \* \* \* \*

I, \_\_\_\_\_, Madison County Chancery Clerk, in the State of Mississippi, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the said \_\_\_\_\_ of \_\_\_\_\_, at a meeting on \_\_\_\_\_, 2019; that said resolution is still in effect; that the Agreement referred to therein, attached thereto, is in the form presented to said meeting and in the form executed.

WITNESS the seal of said \_\_\_\_\_ and my signature this \_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

(SEAL)

Chancery Clerk

Madison County, Mississippi

CROSSING IDENTIFICATION:

RAILROAD: Illinois Central Railroad Company

RR MILEPOST: 713.1

ROAD NAME: Weisenberger Road.

LOCATION Gluckstadt, Mississippi

EXISTING CONDITIONS:

- 2 existing drainage structures under Weisenberger Road
- 1 existing drainage structure under ICRR Railroad mp 713.1

DESCRIPTION OF WORK TO BE PERFORMED BY RAILROAD:

1. Remove track to allow for the removal of bridge;
2. Remove the existing bridge structure at milepost 713.1 and fill the embankment;
3. Re-install the track surface & line track;
4. install rip-rap on new embankment;
5. Incidental work necessary for completion of above.

DESCRIPTION OF WORK TO BE PERFORMED BY LOCAL AGENCY:

1. Develop drainage engineering study and all permitting to change the flows by closing Railroad drainage structure;
2. Install any new improved roadway drainage structures under Weisenberger road ;
3. Furnish any traffic control for project;
4. Incidental work necessary for completion of above.

TOTAL LUMP SUM COST OF WORK BY RAILROAD: \$98,850.00

LOCAL AGENCY'S SHARE OF RAILROAD COST: 100%

NOTIFY BEFORE COMMENCING WORK:

Illinois Central Railroad  
 c/o Mr. Josh Glause  
 Senior Manager of Engineering  
 2151 N. Mill Street  
 Jackson, MS 39202  
 ph. (601) 592-2644

Madison County  
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 ph. \_\_\_\_\_

EXHIBIT B

