



City of Grand Island

Tuesday, October 13, 2020

Council Session

Item G-14

#2020-252 - Approving Union Pacific Railroad Reimbursement Agreement for Preliminary Engineering Services Related to Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 13, 2020

Subject: Approving Union Pacific Railroad Reimbursement Agreement for Preliminary Engineering Services Related to Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

Presenter(s): John Collins PE, Public Works Director

Background

Public Works Engineering staff, along with Olsson, Inc. of Grand Island have completed an evaluation of the condition of the Eddy Street underpass which was built in 1950. The goal of this evaluation was to outline repairs and/or replacements to extend the life of the structure. Issues requiring evaluation were related to the condition of the concrete retaining walls of the structure as well as the condition of the Mill Drive and North Front Street Bridges. The current storm sewer pumping system for the underpass was also evaluated and will be rehabbed as needed. Installation of netting to aid in the reduction of roosting birds is desired. The objective of this stage of the project was to develop and evaluate recommendations for rehabilitation, evaluate opinions of cost, and select a preferred alternative.

The Engineering Division of the Public Works Department is in the design phase of the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1, with plans to solicit construction bids later this fall.

Discussion

The Union Pacific Railroad (UPRR) requires the City to enter into a “Reimbursement Agreement for Preliminary Engineering Services”, for UPRR’s review of any project designs, plans and/or specifications limited exclusively to potential impacts on existing and future railroad facilities and operations. The City is also required to pay the UPRR an amount not to exceed of \$20,000.00 on a time and materials basis.

Without this agreement the City cannot proceed with rehabilitation of the Eddy Street Underpass, as this work is directly under the rail line.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution allowing the City to enter into the Reimbursement Agreement for Preliminary Engineering Services with Union Pacific Railroad at the estimated amount of \$20,000.00 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

Sample Motion

Move to approve the resolution.

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Agency: CITY OF GRAND ISLAND, NEBRASKA

Estimate: \$20,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the "Project").

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF GRAND ISLAND, NEBRASKA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Melinda S. DuBay
Printed Name

Title

Manager I, Engineering - Public Projects
Title

APPROVED AS TO FORM:

Stacy Nonhof
City Attorney

Exhibit A

Project Description and Location

Project Description

City of Grand Island, NE proposes to install bird netting, close sidewalk, make concrete wall repairs, and coating protection at the crossing referred to below.

Location

Kearney Subdivision

DOT	Crossing Type	Milepost	Street Name
817624B	Public	147.21	N. Eddy Street

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C Billing Contact Information

Name	Keith Kurz
Title	Assistant Public Works Director - Engineernig
Address	PO Box 1968, Grand Island, NE, 68802-1968
Work Phone	(308) 385-5444
Cell Phone	
Email	keithk@grand-island.com
Agency Project No.	

RESOLUTION 2020-252

WHEREAS, in connection with the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 a Reimbursement Agreement for Preliminary Engineering Services is required by the Union Pacific Railroad; and

WHEREAS, the agreement also requires an amount not to exceed of \$20,000.00 on a time and materials basis; and

WHEREAS, the agreement has been reviewed and approved by the City's Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad in connection with Eddy Street Underpass Rehabilitation; Project No. 2019-U-1. Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 13, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
October 23, 2020	☒ City Attorney