



# City of Grand Island

Tuesday, June 23, 2009

Council Session

## Item G8

**#2009-143 - Approving Agreement with Union Pacific Railroad for Preliminary Engineering Services Related to Quiet Zone Improvements**

Staff Contact: Steven P. Riehle, Public Works Director

# Council Agenda Memo

**From:** Steven P. Riehle, Public Works Director

**Meeting:** June 23, 2009

**Subject:** Approving Agreement with Union Pacific Railroad for Preliminary Engineering Services Related to Quiet Zone Improvements

**Item #'s:** G-8

**Presenter(s):** Steven P. Riehle, Public Works Director

## Background

The first phase of the quiet zone project for the City Of Grand Island is along the Union Pacific Railroad (UPRR) tracks for the crossings at Elm, Walnut, Pine and Oak Streets. The second phase of the quiet zone is for crossings at Blaine Street/Custer Avenue, Broadwell Avenue, and Lincoln Avenue.

The crossings at Blaine/Custer, Pine and Oak will be silent; with no railroad engine horn or wayside horn required. The crossings at Broadwell, Lincoln, Elm and Walnut will have wayside horns installed. The wayside horns will be mounted at the side of the street near the crossing and direct the horn blast down the street.

A Notice of Intent (NOI) to establish a quiet zone along the UPRR corridor through the phase I crossings was sent to the railroad on January 15, 2009. The NOI is required by the quiet zone regulations of the Federal Railroad Administration. The submittal included preliminary plans for roadway improvements that were identified as Supplemental Safety Measures (SSM's) at the diagnostic review. SSM's that were incorporated into the quiet zone plans include things such as raised medians in the roadway in advance of the crossings to discourage motorists from driving around the crossing arms. The UPRR is allowed 60 days to respond to the NOI so they can review the preliminary plans, study the crossings within the proposed quiet zone, and respond with comments.

The comments that were received from the railroad were incorporated into the plans and a request to initiate a preliminary engineering agreement was sent to the UPRR on May 19, 2009. The proposed agreement was prepared by the railroad and is being forwarded for council consideration this evening.

All agreements must be approved by the City Council. The Union Pacific Railroad (UPRR) requires an agreement be entered into for the preliminary engineering work by the UPRR on the needed railroad improvements to interface with the proposed wayside horns.

## **Discussion**

The UPRR requests a \$5,000.00 deposit for each location (both Elm & Walnut Streets) to perform preliminary engineering services, development of costs estimates and the review of preliminary layouts in connection with the quiet zone project.

Council approval of the agreement for the preliminary engineering and submittal of the \$10,000 will start the UPRR on the preliminary engineering. A subsequent “wayside horn agreement” with the UPRR will be needed after preliminary engineering work is completed. The wayside horn agreement will cover the construction, operation and maintenance of the wayside horns.

Public Works engineering staff and the city’s consultant, Felsburg, Holt & Ullevig Consulting Engineers are ready to finalize the plans once the UPRR completes the preliminary engineering work. We are pressing forward with the work in an effort to have horns constructed in 2009.

## **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**

Public Works Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement for preliminary engineering for wayside horns at the Walnut & Elm Street crossings and pay the Union Pacific Railroad the sum of \$10,000.00.

## **Sample Motion**

Move to approve authorization for the Mayor to sign the agreement and the approve payment of \$10,000.00 to the Union Pacific Railroad for the Walnut and Elm Street Crossings.

## **AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES**

THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby acknowledged, is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Union Pacific Railroad Company Delaware Corporation (hereinafter, "the Railroad") and the **City of Grand Island**, a Municipal Corporation of the State of Nebraska (hereinafter the "Public Authority").

Now, therefore, in consideration of the premises, and the promises and conditions hereinafter set forth, the parties hereto agree as follows.

### **1. The Project and the Work.**

The Public Authority has stated its intention to proceed initially with a project, as follows, **Grand Island Quiet Zone**, (hereinafter referred to as "the Project"). The Public Authority has requested that the Railroad conduct preliminary engineering services, develop cost estimates and review preliminary layouts in connection with the Project. Any of the Railroad's work (whether performed directly by Railroad or by others they contract with) associated with such services is called the "Work" in this Agreement. The Railroad is agreeable to complying with the Public Authority's request, subject to the terms and conditions of this Agreement.

### **2. Payment and Deposit for Work.**

The Public Authority authorizes the Railroad to proceed with the Work relating to the Project. The Public Authority shall pay and reimburse the Railroad for all actual Cost that Railroad incurs in performing such Work. On the date of execution of this Agreement, the Public Authority tenders to Railroad a deposit in the amount specified by Railroad in its web-posted Deposit Schedule (hereinafter, this is referred to as the "Deposit"). The Railroad will apply the Deposit to the total Cost of the Work. If the Deposit is insufficient to pay for the actual Cost of the Work, Railroad will notify the Public Authority of the estimated or actual shortfall and

the Public Authority within ten (10) days shall pay that additional amount to the Railroad. Railroad is not required to proceed with the Work until the additional payment for the Work is received. If the Deposit and any additional payment for the Work exceeds the actual Cost of the Work, Railroad will either refund the overage or apply it to the Cost of future Railroad work associated with the Project after the preliminary services are performed, at the Public Authority's election.

3. "Cost" as used herein means all costs and expenses of labor, supplies, and material incurred for or in connection with the Railroad's performance of the Work, including, without limitation, direct and indirect labor additives, delivery charges, and Railroad's additives and overhead, as such are in effect on the date Railroad prepares its estimates or final billing.

4. If the Public Authority elects to go forward with the Project after these preliminary services are performed, Railroad and Public Authority agree to enter into the separate Agreement for the construction of the project and other activities, identified as the **[select either Wayside Horn Agreement or Agreement Regarding Quiet Zone Warning Devices]**, which is currently posted on Railroad's website.

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**[PUBLIC AUTHORITY]**

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**[UNION PACIFIC]**

RESOLUTION 2009-143

WHEREAS, the Union Pacific Railroad is performing preliminary engineering services related to the Quiet Zone Improvements; and

WHEREAS, such services shall consist of preliminary engineering services, development of cost estimates, and the review of preliminary layouts in connection with the Quiet Zone Improvement Project; and

WHEREAS, the sum of \$10,000.00 shall be paid to the Union Pacific Railroad (\$5,000.00 each for Walnut Street and Elm Street crossings); and

WHEREAS, an agreement with the Union Pacific Railroad is required to proceed with the preliminary engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Union Pacific Railroad for the preliminary engineering services related to the Quiet Zone Improvements is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City Of Grand Island.

BE IT FURTHER RESOLVED, that the sum of \$10,000.00 will be paid to the Union Pacific Railroad for the Walnut Street and Elm Street crossings.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2009.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
June 19, 2009            ☐ City Attorney