



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Reimbursement Agreement with the Union Pacific Railroad Company for the Relocation of Electric Distribution Lines		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	May 8, 2019		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-2			
Estimated Cost: \$373,048.86		Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i> Reimbursement by the UPRR via the attached agreement			
Executive Summary:			
The construction of the Third Rail Project requires the relocation of components of the Electric Division's assets between South Third Street and the Fox River. These assets are located on City property or easements and are therefore eligible for reimbursement by the UPRR. The City Attorney has reviewed and approved the attached agreement which will provide funds to relocate these assets prior to the construction of the Third Rail project.			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Reimbursement Agreement • Resolution 			
Voting Requirements:			
<i>This motion requires 6 affirmative votes for passage.</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Respectfully recommend that the City Council authorize the City Administrator to execute the Reimbursement Agreement between the Union Pacific Railroad Company and the City of Geneva in the amount of \$373,048.86 to relocate certain Electric Division assets between South Third Street and the Fox River.			

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (herein "Agreement") is made and entered into and effective this 20th day of May, 2019, by and between the **CITY OF GENEVA**, an Illinois municipal corporation (herein the "Utility"), having a mailing address at 22 S First Street, Geneva, IL 60134, and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (herein "UPRR"), having a mailing address at 1400 Douglas Street, STOP 1690, Omaha, Nebraska 68179-1690.

WITNESSETH:

WHEREAS, UPRR contemplates the installation of additional Main Line Track above/below, near and/or crossing the Utility's Public Utility Infrastructure (water, sewer and electric) ("Facilities) situated near Geneva, Kane County, IL at or near railroad Milepost 35 to 36 Geneva Subdivision;

WHEREAS, UPRR's contemplated construction/reconstruction/crossing requires the protection or relocation of a portion of the Utility's Facilities;

WHEREAS, UPRR has requested the Utility to relocate or protect a portion of its Facilities, subject to reimbursement of actual direct costs by UPRR; and

WHEREAS, the Utility, under the terms hereinafter stated, is willing to undertake such relocation or protection of its Facilities (herein the "Project").

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Utility hereby agrees to undertake the Project in accordance with the attached **Exhibit "A"**, subject to the following terms and provisions:

1. The parties agree that Exhibit "A" attached hereto and made a part hereof, represents the scope of work for the Project.
2. UPRR may, at its own expense, inspect construction performed by the Utility on the Project, and shall have the right to halt any construction not being done in accordance with Exhibit A.
3. UPRR agrees to reimburse Utility for all actual direct costs incurred by Utility for the Project.
4. The total cost of the Project is estimated to be **THREE HUNDRED SEVENTY THREE THOUSAND FORTY EIGHT AND 86/100 DOLLARS (\$373,048.86)**, as detailed in Exhibit "B" attached hereto and hereby made a part hereof. Utility agrees to provide written notice to UPRR when the Utility becomes aware that actual direct costs will exceed the estimate by more than ten percent (10%).
 - 4.A. UPRR agrees to submit advance payment of one hundred percent (100%) of the estimated Project cost in the amount of \$373,048.86 along with this executed Agreement prior to the commencement of any work by the Utility. If the actual direct costs exceed the advance payment, Utility may, at its discretion, submit to UPRR itemized invoices for actual direct costs which exceed the estimate on a monthly basis.

5. "Actual Direct Costs" are defined as labor (including supervision and engineering), materials, transportation, insurance, legal and overhead charges properly allocable to the Project (not to exceed 3%), supervision, surveys, permits, rental of tools, equipment and machinery employed on the Project. Actual Direct Costs shall not include any profit to the Utility or internal operating expenses. UPRR shall reimburse the Utility for the Actual Direct Cost upon receipt of invoices supported by such evidence of payment made by the Utility as may be reasonably required by UPRR. UPRR shall reimburse the Utility on a progressive payment basis within thirty (30) days after receipt of invoices. Upon completion of the Project, the Utility shall have ninety (90) days to prepare a final invoice covering all Actual Direct Costs incurred by the Utility for the Project. So far as practicable, separate records shall be maintained by the Utility on all items and accounts which shall constitute the basis of information from which the invoices will be prepared.
6. The Utility shall make diligent efforts to complete the Project on or before September 1st, 2019. However, in the event Utility is delayed in the completion of the work for the Project by the act or omission of UPRR, or its subcontractors or agents, or due any circumstance beyond the reasonable control of the Utility, including Acts of God, then the parties shall execute an addendum to this Agreement that extends the obligations set forth herein for a period of time to be agreed upon by UPRR and Utility.
7. This Agreement is the only understanding by and between the Utility and UPRR pertaining to the Project, and stands independent of any other agreements between the parties and/or their affiliates.
8. After relocation, the Utility and UPRR shall modify or establish, as the case may be, a license agreement (without additional license fees to the Utility) for relocated Facilities within the UPRR right of way.
9. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
10. Each party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each party has the express authority to do so and in so doing, to bind such party hereto.
11. This Agreement shall be construed under the laws of the State of Illinois and venue of any dispute or judicial action shall be in the County of Kane, State of Illinois. The prevailing party in any judicial action shall be entitled to reimbursement of its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

UPRR:

The Utility:

UNION PACIFIC RAILROAD COMPANY

CITY OF GENEVA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT “A”Scope of Work

Scope of Work to be performed:

Relocate electric distribution lines, street lights and accouterments per attached drawing

Contacts List:

UPRR

Stan Dulinski

Manager – Real Estate

Phone: (402) 544-0353

Email: sjdulins@up.com

Utility

Name: Jennifer Hilkemann

Title: Manger of Construction and Distribution Maintenance

City of Geneva

Phone: (630) 232-1501

Email: jhilkemann@geneva.il.us

Legend

1 inch = 50 feet

N



-  Pole
-  Switchgear
-  Vault
-  Protected Primary U.G.
-  Parcel

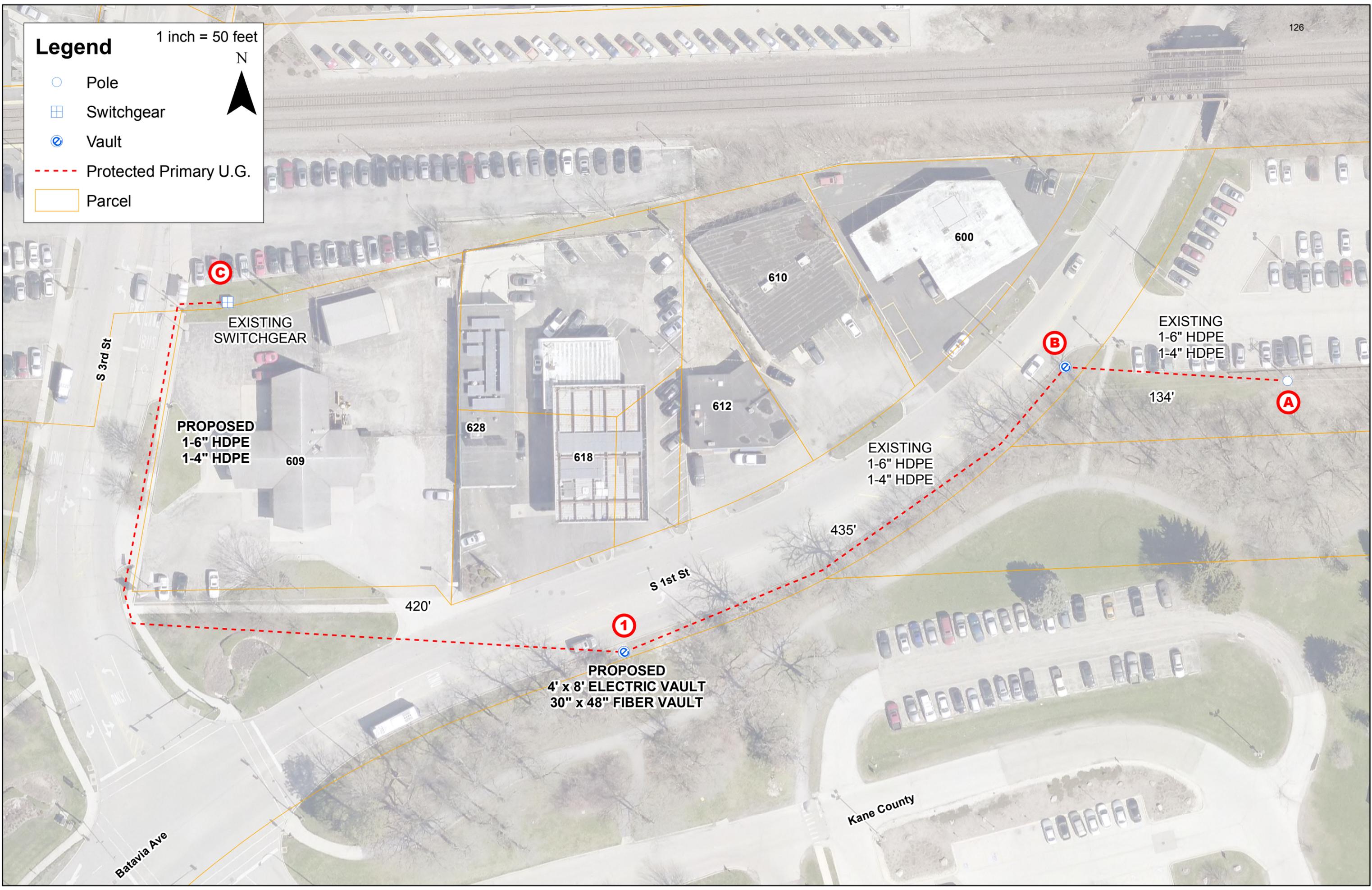


EXHIBIT "B"

Cost Estimate

9/24/2018

Estimated amount to be billed to
UPRR by City

<u>LABOR</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
		\$	\$
PULL 750 MCM CABLE	3900	5.67	22,113.00
		\$	\$
PULL FIBER	1300	3.09	4,017.00
		\$	\$
UM1-12C PULLING VAULT	2	2,150.00	4,300.00
		\$	\$
FIBER VAULT	4	618.00	2,472.00
		\$	\$
TRACE WIRE HANDHOLE	4	285.73	1,142.92
		\$	\$
UM2-6 3PH TERM POLE	2	1,900.00	3,800.00
		\$	\$
UM6-3 600A TBODY 750 MCM CU	6	520.00	3,120.00
		\$	\$
UM6-28 (750)	6	700.00	4,200.00
		\$	\$
UM48-2 3 PH GRND ASSEM.	2	400.00	800.00
		\$	\$
750 CU POTHEADS	6	620.00	3,720.00
DIRECTIONAL BORE BY		\$	\$
CONTRACTOR	1	76,820.00	76,820.00
		\$	\$
CONCRETE REPAIR/ SQ. FT.	40	8.10	323.85
		\$	\$
ASPHALT REPAIR/SQ. FT.	40	5.50	220.16
		\$	\$
HIPOT	1	5,000.00	5,000.00
		\$	\$
LANDSCAPING	1	20,000.00	20,000.00
		\$	\$
SURVEY	1	2,500.00	2,500.00
		\$	\$
FOREMAN	40	112.28	4,491.20
		\$	\$
LINEMAN	80	104.99	8,399.20
		\$	\$
GROUNDMAN	40	80.84	3,233.60
		\$	\$
BUCKET TRUCK	40	56.35	2,254.08
		\$	\$
FOREMAN'S TRUCK	40	38.48	1,539.20

REMOVALS

		\$	\$
I-336 AL WIRE®	1.4	4,750.00	6,650.00
		\$	\$
I-500 TBODY®	6	100.00	600.00
		\$	\$
I-POLES®	3	1,500.00	4,500.00

<u>Material Description</u>	<u>City Quantity</u>	<u>City Unit Cost</u>	<u>City Total Cost</u>
		\$	\$
Cable, 750 CU	3900	24.44	95,328.23
		\$	\$
Fiber, 120 ct	1300	4.04	5,252.00
		\$	\$
Ground Rod Clamp, 5/8"	4	1.81	7.23
		\$	\$
Elbow, T Body Complete Kit	6	368.33	2,209.97
		\$	\$
Rod, Ground 5/8" x 10'	4	17.25	69.00
		\$	\$
Splice, 600 A,7 00 MCM	6	55.25	331.51
		\$	\$
Vault, Fiber	4	1,950.00	7,800.00
		\$	\$
Vault, 4' x 8'	2	3,609.25	7,218.49
		\$	\$
Cu grounding wire	60	4.52	271.17
		\$	\$
LABOR TOTAL			186,216.21
		\$	\$
MATERIAL TOTAL			<u>118,487.59</u>
		\$	\$
SUBTOTAL			304,703.80
		\$	\$
5% MISC MATERIAL			<u>15,235.19</u>
		\$	\$
SUBTOTAL			319,938.99
		\$	\$
10% CONTINGENCY			<u>31,993.90</u>
		\$	\$
TOTAL			351,932.89
		\$	\$
TOTAL with 6% admin fee			373,048.86

RESOLUTION NO. 2019-51

**RESOLUTION AUTHORIZING EXECUTION OF
A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF UNION PACIFIC
RAILROAD COMPANY AND THE CITY OF GENEVA FOR THE ELECTRIC DIVISION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Reimbursement Agreement with the Union Pacific Railroad Company and the City of Geneva, in the form attached hereto at Exhibit "A."

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2019

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk