



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Reimbursement Agreement with the Union Pacific Railroad Company for the Relocation of Water Distribution Mains		
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: \$119,563.22		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 segments of a water main behind Brigham Court. This water main is located on City property and is 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 \$119,563.22 to relocate segments of a water main behind Brigham Court.			

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 36.25 to 36.50 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 **ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED SIXTY THREE AND 22/100 DOLLARS (\$119,563.22)**, 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%).
 - a. UPRR agrees to submit advance payment of one hundred percent (100%) of the estimated Project cost in the amount of \$119,563.22 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 obligatios 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:

UNION PACIFIC RAILROAD COMPANY

The Utility:

CITY OF GENEVA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

Scope of Work

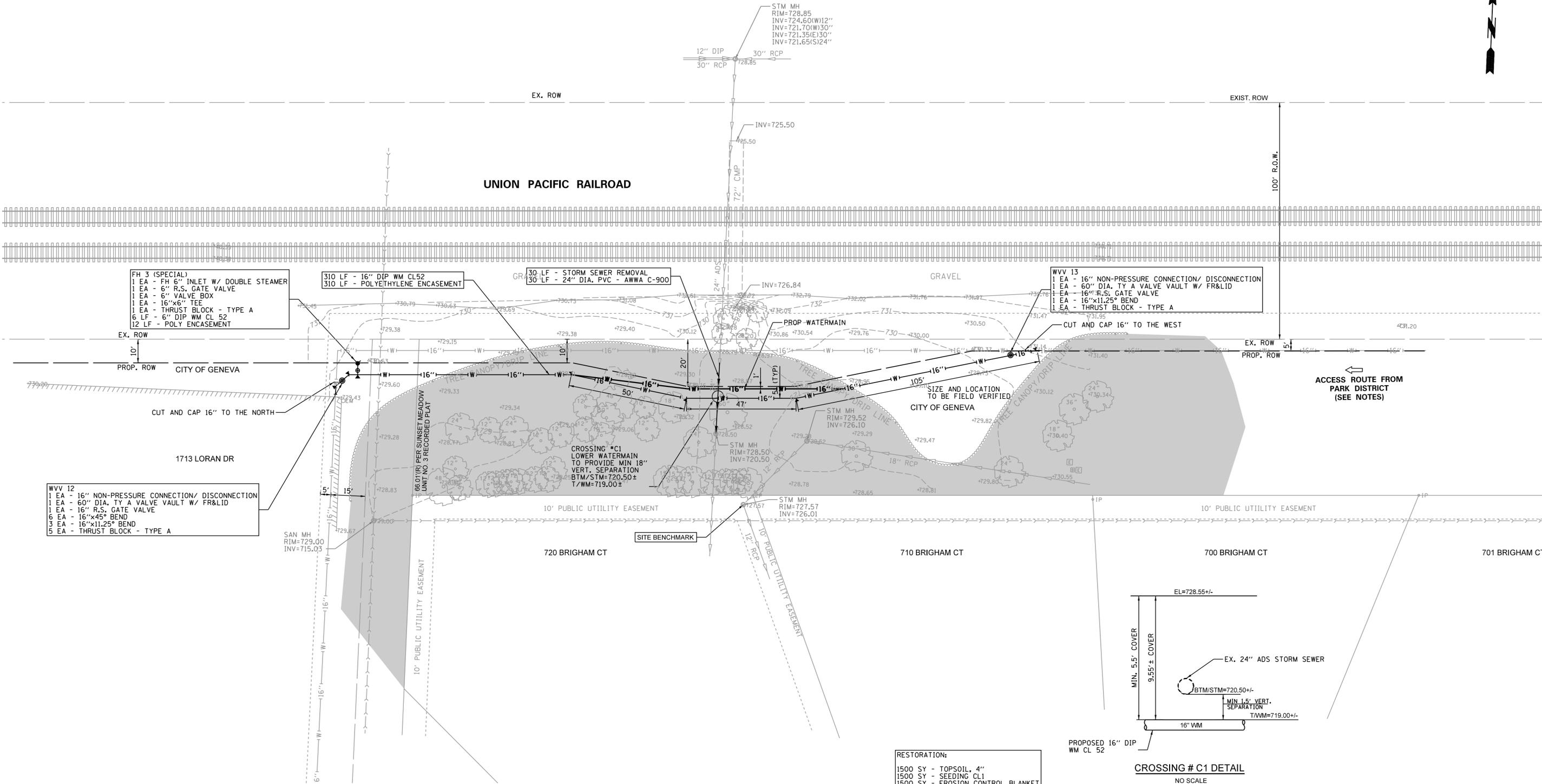
Scope of Work to be performed:

Relocation of water main and accoutrements per attached drawing

Contacts List:

UPRR
Stan Dulinski
Manager – Real Estate
Phone: (402) 544-0353
Email: sjdulins@up.com

Utility
Name: Robert VanGyseghem
Title: Superintendent of Water and Wastewater
City of Geneva
Phone: (630) 232-1501
Email: bvangyseghem@geneva.il.us



FH 3 (SPECIAL)
 1 EA - FH 6" INLET W/ DOUBLE STEAMER
 1 EA - 6" R.S. GATE VALVE
 1 EA - 6" VALVE BOX
 1 EA - 16"x6" TEE
 1 EA - THRUST BLOCK - TYPE A
 6 LF - 6" DIP WM CL 52
 12 LF - POLY ENCASEMENT

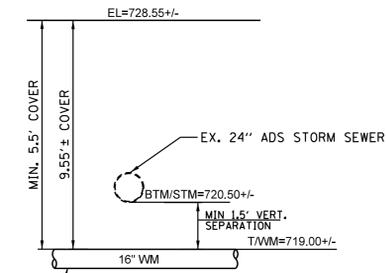
310 LF - 16" DIP WM CL52
 310 LF - POLYETHYLENE ENCASEMENT

30 LF - STORM SEWER REMOVAL
 30 LF - 24" DIA. PVC - AWWA C-900

WV 13
 1 EA - 16" NON-PRESSURE CONNECTION/ DISCONNECTION
 1 EA - 60" DIA. TY A VALVE VAULT W/ FR&LID
 1 EA - 16" R.S. GATE VALVE
 1 EA - 16"x11.25" BEND
 1 EA - THRUST BLOCK - TYPE A

WV 12
 1 EA - 16" NON-PRESSURE CONNECTION/ DISCONNECTION
 1 EA - 60" DIA. TY A VALVE VAULT W/ FR&LID
 1 EA - 16" R.S. GATE VALVE
 6 EA - 16"x45° BEND
 3 EA - 16"x11.25° BEND
 5 EA - THRUST BLOCK - TYPE A

CROSSING #C1
 LOWER WATERMAIN
 TO PROVIDE MIN 18"
 VERT. SEPARATION
 BTM/STM=720.50±
 T/WM=719.00±



RESTORATION:
 1500 SY - TOPSOIL, 4"
 1500 SY - SEEDING CL1
 1500 SY - EROSION CONTROL BLANKET

NOTES:
 1. COORDINATE ACCESS ROUTE W/ CITY OF GENEVA PRIOR TO CONSTRUCTION.
 2. MAXIMUM PAYMENT WIDTH LIMIT FOR RESTORATION IS 30 FEET.

SITE BENCHMARK:
 NORTHERLY RIM OF STM MANHOLE LOCATED AT THE NORTHEAST CORNER TO PROPERTY 720 BRIGHAM CT
 ELEV = 727.57



3/29/2019 10:13:43 AM N:\DGN\GE\537_2018\GENEVA\WATERMAIN\GENEVA\EXISTING\CONDITION\GENEVA\BIT.DGN

This drawing shall not be used nor reproduced either wholly or in part except when authorized by the engineer - Rempe-Sharpe		ACTION	NAME				
Design	DAW						
Drawn	GR/LV	1	12/06/18	PER CITY OF GENEVA REVIEW	DAW		
Checked	DAW	No.	Date	Revisions	By		

REMPE-SHARPE CONSULTING ENGINEERS
 IL P.D.F. LICENSE NO. 184-000895
 324 WEST STATE STREET - GENEVA, ILLINOIS 60134
 Telephone (630) 232-0827 - Fax (630) 232-1829

PROJECT
 2018 WATERMAIN IMPROVEMENTS
 GENEVA, ILLINOIS

SHEET TITLE
 BRIGHAM COURT PLAN

SCALE	PROJECT NO.	SHEET
1"=20'	GE-537	No. 7
	DATE	Of 9
	MAY 2018	

EXHIBIT "B"

Cost Estimate

As per attached spreadsheet

**2018 WATERMAIN IMPROVEMENTS
GENEVA, ILLINOIS**

BY: DAW
1/17/2019

J. CONGDON BID

GE-537

NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	J. CONGDON BID		BRIGHAM COURT	
				UNIT PRICE	EXTENDED AMOUNT		
1	6" DIP WATERMAIN, CLASS 52	6	LF	\$90.00	\$540.00	6	\$540.00
2	8" DIP WATERMAIN, CLASS 52		LF	\$95.00			
3	12" DIP WATERMAIN, CLASS 52		LF	\$125.00			
4	16" DIP WATERMAIN, CLASS 52	310	LF	\$135.00	\$41,850.00	310	\$41,850.00
5	8" DIP WATERMAIN, CLASS 52, DIRECTIONALLY DRILLED		LF	\$60.00			
6	12" DIP WATERMAIN, CLASS 52 IN 24" DIP CASING W/SPACERS, AUGERED & PULLED		LF	\$346.00			
7	POLYETHYLENE ENCASEMENT	322	LF	\$0.01	\$3.22	322	\$3.22
8	FITTINGS, BODY CASTING WEIGHT	2,085	LBS	\$2.00	\$4,170.00	2,085	\$4,170.00
9	REINFORCED P.C.C. THRUST BLOCK - TYPE A	7	EA	\$50.00	\$350.00	7	\$350.00
10	REINFORCED P.C.C. THRUST BLOCK - TYPE B		EA	\$55.00			
11	SELECT GRANULAR BACKFILL		CY	\$1.00			
12	6" NON-PRESSURE CONNECTION/ DISCONNECTION TO EXISTING WATERMAIN		EA	\$4,000.00			
13	8" NON-PRESSURE CONNECTION/ DISCONNECTION TO EXISTING WATERMAIN		EA	\$4,500.00			
14	10" NON-PRESSURE CONNECTION/ DISCONNECTION TO EXISTING WATERMAIN		EA	\$5,000.00			
15	12" NON-PRESSURE CONNECTION/ DISCONNECTION TO EXISTING WATERMAIN		EA	\$5,500.00			
16	16" NON-PRESSURE CONNECTION/ DISCONNECTION TO EXISTING WATERMAIN	2	EA	\$7,500.00	\$15,000.00	2	\$15,000.00
17	8" PRESSURE CONNECTION WITH TAPPING VALVE SLEEVE		EA	\$5,500.00			
18	12" PRESSURE CONNECTION WITH TAPPING VALVE SLEEVE		EA	\$6,500.00			
19	RESTRAINED JOINT	3	EA	\$50.00	\$150.00	3	\$150.00
20	6" RESILIENT - SEATED GATE VALVE	1	EA	\$1,800.00	\$1,800.00	1	\$1,800.00
21	8" RESILIENT - SEATED GATE VALVE		EA	\$2,200.00			
22	10" RESILIENT - SEATED GATE VALVE		EA	\$2,500.00			
23	12" RESILIENT - SEATED GATE VALVE		EA	\$3,200.00			
24	16" RESILIENT - SEATED GATE VALVE	2	EA	\$4,000.00	\$8,000.00	2	\$8,000.00
25	48" DIA. VALVE VAULT WITH FRAME AND LID		EA	\$1,800.00			
26	60" DIA. VALVE VAULT WITH FRAME AND LID	2	EA	\$2,300.00	\$4,600.00	2	\$4,600.00
27	72" DIA. VALVE VAULT WITH FRAME AND LID		EA	\$5,000.00			
28	VALVE VAULT TO BE ABANDONED		EA	\$200.00			
29	VALVE BOX REMOVAL		EA	\$150.00			
30	VALVE BOX, 6"	1	EA	\$100.00	\$100.00	1	\$100.00
31	FIRE HYDRANT 6" INLET W/ DOUBLE STEAMER	1	EA	\$5,500.00	\$5,500.00	1	\$5,500.00
32	FIRE HYDRANT WITH 6" INLET	1	EA	\$6,000.00	\$6,000.00	1	\$6,000.00
33	FIRE HYDRANT REMOVAL		EA	\$300.00			
34	STORM SEWER REMOVAL	30	LF	\$10.00	\$300.00	30	\$300.00
35	STORM SEWER, 24" PVC, AWWA C-900	40	LF	\$50.00	\$2,000.00	40	\$2,000.00
36	SANITARY SEWER, 8", REMOVE AND REPLACE		LF	\$100.00			
37	HOT MIX ASPHALT PAVEMENT REMOVE AND REPLACE - TYPE 1		SY	\$51.00			
38	HOT MIX ASPHALT PAVEMENT REMOVE AND REPLACE - TYPE 2		SY	\$32.00			
39	HOT MIX ASPHALT PAVEMENT REMOVE AND REPLACE - TYPE 3		SY	\$51.00			
40	P.C.C. SIDEWALK REMOVE & REPLACE		SF	\$15.00			
41	B6.12 P.C.C. CURB AND GUTTER REMOVAL AND REPLACEMENT		LF	\$80.00			
42	B6.24 P.C.C. CURB AND GUTTER REMOVAL AND REPLACEMENT		LF	\$90.00			
43	TOPSOIL PLACEMENT, 4 INCHES	1,500	SY	\$4.00	\$6,000.00	1,500	\$6,000.00
44	SEEDING (CLASS 1 WITH FERTILIZER)	1,500	SY	\$2.00	\$3,000.00	1,500	\$3,000.00
45	EROSION CONTROL BLANKET	1,500	SY	\$2.00	\$3,000.00	1,500	\$3,000.00
46	EXISTING FENCE REMOVAL AND REPLACEMENT		LF	\$25.00			
47	TEMPORARY FENCE		LF	\$10.00			
48	TRAFFIC CONTROL AND PROTECTION	0	LSUM	\$19,000.00	\$3,800.00	0.200	\$3,800.00
49	MOBILIZATION	0	LSUM	\$63,000.00	\$12,600.00	0.200	\$12,600.00
50	UNCONTAMINATED SOIL CERTIFICATION	0	LSUM	\$4,000.00	\$800.00	0.200	\$800.00
51	CONTROLLED LOW STRENGTH MATERIAL (CLSM)		CY	\$150.00			
52	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LSUM				
53	RAILROAD FLAGGERS	1	LSUM				
TOTAL				\$119,563.22		\$119,563.22	

RESOLUTION NO. 2019-52

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