

ORDINANCE 2021-11-18-0867

APPROVING AN AUTHORIZATION FOR CROSSING IMPROVEMENTS AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY (UPRR) AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$162,667.50 TO UPRR FOR RAILROAD CROSSING IMPROVEMENTS AT THE WEST COMMERCE STREET FRONTAGE ROADS IN RELATION TO THE WEST COMMERCE STREET (FRIO STREET TO COLORADO STREET) PROJECT IN COUNCIL DISTRICT 5. FUNDS ARE AVAILABLE FROM THE 2017 - 2022 GENERAL OBLIGATION BOND PROGRAM AND ARE INCLUDED IN THE FY 2022 - FY 2027 CAPITAL IMPROVEMENT PROGRAM.

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WHEREAS, on May 6, 2017, voters approved the 2017 Bond Program, which authorized \$10,000,000.00 for street and drainage work in relation to the West Commerce Street (Frio Street to Colorado Street) project located in Council District 5; and

WHEREAS, this project provides for the reconstruction of West Commerce Street from Frio Street to Colorado Street, including the addition of bike facilities, pedestrian lighting, landscaping and drainage improvements to Alazan Creek and also included are joint-bid utility work and structural bridge improvements to the Commerce Street, Buena Vista Street and Guadalupe Street bridges; and

WHEREAS, construction began in January 2021 and is estimated to be completed in November 2022; and

WHEREAS, as part of the construction of this project, improvements are needed to the railroad crossings on either side of the tracks located on the West Commerce frontage road. This agreement authorizes access to the Contractor within UPRR right of way for completion of the required improvements for the West Commerce Street (Frio Street to Colorado Street) project and authorizes payment to UPRR for 50% of the total cost of these improvements; and

WHEREAS, this agreement with UPRR will authorize improvements to the railroad crossings on the West Commerce frontage roads within UPRR right-of-way between North Medina Street and North Comal Street; and

WHEREAS, the improvements include the replacement of the double-track crossing surfaces, railroad ties and associated roadway improvements on either side of the existing tracks. The total cost of these improvements is estimated to be \$325,335.00; and

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WHEREAS, as part of this Agreement, the City will reimburse UPRR for 50% of the total cost in an amount not to exceed \$162,667.50; and

WHEREAS, upon approval of the agreement, work on the rail crossings is anticipated to begin by January 2022; and

WHEREAS, this Ordinance approves the execution of the Authorization for Crossing Improvements Agreement with Union Pacific Railroad Company (UPRR) for the West Commerce Street (Frio Street to Colorado Street) project and authorizes payment in an amount not to exceed \$162,667.50 to UPRR for railroad crossing improvements at the West Commerce Street frontage roads in Council District 5; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or designee, is authorized to execute the Authorization for Crossing Improvements Agreement with UPRR and authorizes a one-time capital improvement expenditure in an amount not to exceed \$162,667.50 payable to Union Pacific Railroad Company. Funds are available from the 2017 - 2022 General Obligation Bond Program and are included in the FY 2020 – FY 2025 Capital Improvement Program. A copy of the Crossing Improvements Agreement is attached as **Exhibit I**.

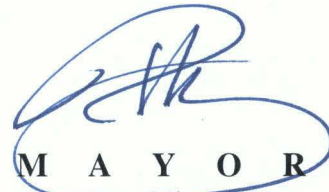
SECTION 2. Payment is authorized to be encumbered and made payable to Union Pacific Railroad Company (UPRR). in an amount not to exceed \$162,667.50. Payment is in support of the W Commerce St (Frio St to Colorado St) Project using Fund 45099000 with the WBS element 23-01617-05-02-01 and GL account 5201140. Funding for this project is provided by GO Bonds and is in the FY2022-FY2027 CIP Budget.

Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Fund Numbers, Project Definitions, WBS Elements, Internal Orders, Fund Centers, Cost Centers, Functional Areas, Funds Reservation Document Numbers, and GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 18th day of November, 2021.




M A Y O R
Ron Nirenberg

ATTEST:



Debbie Racca-Sittre
Debbie, Racca-Sittre Acting City Clerk

APPROVED AS TO FORM:



Andrew Segovia
Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting November 18, 2021

19.

2021-11-18-0867

Ordinance approving an Authorization for Crossing Improvements Agreement with Union Pacific Railroad Company in an amount not to exceed \$162,667.50 for railroad crossing improvements at the West Commerce Street frontage roads in relation to the West Commerce Street (Frio Street to Colorado Street) project. Funds are available from the 2017 - 2022 General Obligation Bond Program and are included in the FY 2022 - FY 2027 Capital Improvement Program. [Roderick Sanchez, Assistant City Manager; Razi Hosseini, Director, Public Works]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Cabello Havrda seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Courage, Perry

Absent: Sandoval, Pelaez

EXHIBIT I
Crossing Improvements Agreement

AUTHORIZATION FOR CROSSING IMPROVEMENTS

Effective Date:

Agency: CITY OF SAN ANTONIO, TEXAS

THIS AUTHORIZATION FOR CROSSING IMPROVEMENTS ("**Agreement**") is made and entered into as of the **Effective Date** above, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and AGENCY ("**Agency**").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area ("**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto and made a part hereof ("**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("**Railroad Work**"). Railroad's estimated cost for the Railroad Work is included on Exhibit C attached hereto ("**Estimate**") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.
2. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.
3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.
4. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement and to comply with the requirements set forth therein.
5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing the Agency Work, and if the performance of any Agency Work requires any person

or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. Subject to Exhibit D, in the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for all such costs incurred in connection therewith.

6. Prior to commencing any Agency Work, Agency shall telephone (or shall cause its contractor or agent to telephone) Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central time, Monday through Friday, except holidays) at 1-800-336-9193 to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency, at its sole cost, will coordinate (or will cause its contractor or agent to coordinate) with the applicable telecommunications companies for the relocation or other protection of the fiber optic cable prior to beginning any Agency Work.

7. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

8. 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.

9. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, 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 SAN ANTONIO, TEXAS

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Paul Rathgeber

Printed Name

Title

Director, Industry & Public Projects

Title

Description of Crossing Location

Street	Commerce Street	DOT #	432538M
Subdivision	Austin	Milepost	259.28
City	San Antonio	State	TX
County	Bexar		

Scope of Work

Railroad Work:

- Remove 2 existing 32' precast concrete double track crossing surfaces
- Install 2 new 32' precast concrete double track crossing surfaces
- Field weld rail
- Relay track at crossing with 136 lb. rail
- Renew ties
- Surface the track with new ballast
- Sawcut and remove pavement

Agency Work:

- Reduce roadway to 11' single lane roadway to accommodate 8' shared use path
- Install channelization fencing, landscaping, and other beautification
- Remove 1 abandoned track segment within roadway
- Install pavement up to the crossing surface upon completion of work by Railroad
- Provide traffic control and road closure during construction

Estimate Cover Page

(see attached)

Material And Force Account Estimate

San Antonio

Estimate Number: 126427 Version: 1

Standard Rates: Labor Additive = 222.97%

Estimate Good Until 09/07/22

Location: AUSTIN SUB, NO 2, 259.26-259.3

Description of Work: 432538M Commerce St San Antonio TX 259.28 Austin Sub

Prepared For: San Antonio

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %50	Agcy %50
ENGINEERING										
		Engineering	1	LS	29,418.00	29,418	0	29,418	14,709	14,709
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	450	450
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	450	450
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	2,642.04	0	2,642	2,642	1,321	1,321
Sub-Total =						29,418	4,442	33,860	16,930	16,930
TRACK CONSTRUCTION - COMPANY										
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	128	TF	840.80	59,614	48,008	107,622	53,811	53,811
	TRACK	136# CWRIS0 24-8"6" HWD N 16 TP	112	TF	599.17	49,367	17,740	67,107	33,554	33,554
	COMPJT	Transition Rail - 136#	8	PR	6,650.91	27,057	26,150	53,207	26,604	26,604
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	5,725	5,725
Sub-Total =						147,488	91,898	239,386	119,693	119,693
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	96	TF	87.34	8,385	0	8,385	4,193	4,193
	TRACK	Remove Track	144	TF	32.66	4,703	0	4,703	2,352	2,352
Sub-Total =						13,088	0	13,088	6,544	6,544
SITE WORK - CONTRACT										
		Asphalt	400	LS	50.00	0	20,000	20,000	10,000	10,000
		Asphalt: Saw Cut	100	LS	40.00	0	4,000	4,000	2,000	2,000
Sub-Total =						0	24,000	24,000	12,000	12,000
EQUIPMENT RENTAL										
		Equipment Rental	5	LS	3,000.00	0	15,000	15,000	7,500	7,500
Sub-Total =						0	15,000	15,000	7,500	7,500
Total Wgt. in Tons = 517						Totals =	189,995	135,340	325,335	162,667

Est. Annual Mtc. Cost =

\$4,832

Grand Total =

\$325,335

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, San Antonio will pay actual construction costs at the current rates effective thereof.

Reimbursement Method

Agency agrees to reimburse Railroad for **FIFTY PERCENT (50%)** of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.