AUTHORIZATION AND REIMBURSEMENT AGREEMENT PUBLIC ROAD CROSSING IMPROVEMENTS—SURFACE, SIGNAL AND SIGNAL INTERCONNECT

THIS AUTH	ORIZATIO	ON AND F	REIMBURSEM	MENT AGREE	MENT (this "Ag	greement") is		
made and e	entered in	ito as of			("Effective Dat	e "), by and		
between U	NION P	PACIFIC	RAILROAD	COMPANY,	a Delaware	corporation		
("Railroad"),	and CIT	y of rive	ERSIDE, a mu	inicipal corpora	ation or political	subdivision		
of the State of California (" Agency ").								

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area (the "**Project**") along, over and across Railroad's track and Railroads operating property, as such crossing area is more particularly described on <u>Exhibit A</u> attached hereto (the "**Crossing Area**") For the purposes of clarity, the term "Railroad's operating property" or variations thereof as used in this Section and throughout this Agreement shall mean the property where the Railroad conducts common carrier freight rail operations and activities related thereto.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

- 1. Railroad agrees to perform (or cause to be performed) the Project work described on Exhibit B and, to the extent that the Project includes signal improvement work, Exhibit B-1 attached hereto (collectively, the "Railroad Work"). The Railroad, at Agency's expense pursuant to the terms and conditions of this Agreement, shall develop the plans and specifications for the signal improvement work, to include any signal wiring diagram(s), if applicable, for the proposed Project. The final 100% approved plans for the signal improvement work are incorporated herein by reference and such final plans shall become Exhibit B-1.
- 2. To the extent that the Project includes (a) the interconnection of Railroad's grade crossing warning devices with Agency's highway traffic control signals and (b) coordinating the operation of such signals (collectively, the "Signal Interconnect Work"), such interconnection and coordination work shall be performed pursuant to the terms set forth in Exhibit C.
- 3. Railroad's estimated cost for the Railroad Work is included, as applicable, on Exhibit D (Surface Work Estimate) and Exhibit D-1 (Signal Work Estimate) attached hereto (collectively, the "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. Along with the development of plans and specifications for the signal improvement work, the Railroad, at Agency's expense pursuant to the terms and conditions of this Agreement, shall develop the cost estimate for the signal improvement work for the proposed Project. The Railroad's cost estimate for the signal improvement work, once developed, is incorporated herein by reference and shall become Exhibit D-1.

- 4. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad and/or Railroad's third party consultant(s), as applicable, for actual costs incurred in connection with the Railroad Work, as such costs are more particularly set forth in the Estimate. Regardless of the amounts set forth in the Estimate, Agency hereby confirms that it shall be responsible for 100% of all actual costs and expenses for the performance of Railroad's work in connection with the Project. During the performance of the Railroad Work, Railroad will provide (and/or will cause its third party consultant(s) to provide) progressive billing to Agency based on actual costs in connection with the Railroad Work. Within one hundred twenty (120) days after completion of the Project, Railroad will submit (and/or will cause its third party consultant(s) to submit) a final billing to Agency for any balance owed in connection with the Railroad 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 Railroad Work. Railroad shall provide backup documentation of progressive and final bills as requested by Agency. The Agency acknowledges that no Project costs and expenses are to be borne by the Railroad, including without limitation, any cost and expense for work required in accordance with the signal improvement work set forth in Exhibit B-1 and Exhibit D-1.
- 5. 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. Agency shall be responsible for the safe conduct and adequate policing and supervision of the Agency Work, and Agency acknowledges and agrees that the Agency Work shall be performed so as to not obstruct, endanger, interfere with, hinder or delay maintenance or operation of Railroad's track or facilities, any communication or signal lines, installations or any appurtenances thereof or the operations of others lawfully occupying or using Railroad's property or facilities. 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.
- 6. 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 ("CROE Agreement") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.
- 7. 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 any Agency Work within the Crossing Area, and if the performance of any Agency Work requires any person or equipment to be within twentyfive (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. 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 such costs incurred in connection therewith in an amount proportionate to Agency's share of actual costs for the Railroad Work, as such percentage is more particularly set forth in the Estimate. As an example and for purposes of clarification only, if Agency is responsible for one hundred percent (100%) of actual costs for the Railroad Work as set forth in the Estimate, then Agency would be responsible for one hundred percent (100%) of the costs for flagging or any other special protection or safety measures.

- 8. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Agency Work, Agency shall visit up.com/CBUD to complete and submit the required form 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 will telephone (or will cause its contractor or agent to coordinate) the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable. Agency and/or its contractors or agents, as applicable, shall not commence any Agency Work until the process set forth in this Section has been completed.
- 9. Railroad shall maintain grade crossing warning devices located within the Crossing Area (if any), and Agency hereby agrees to reimburse Railroad for costs to maintain any such grade crossing warning devices in accordance with the provisions set forth in <a href="Exhibit Exhibit Exhi
- 10. 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.
- 11. 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.
- 12. 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.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF RIVERSIDE, CALIFORNIA	UNION PACIFIC RAILROAD COMPANY, a Delaware Corporation
Signature	Signature
	Kenneth Tom
Printed Name	Printed Name
	Manager I, Industry & Public Projects
Title	Title

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: ASSISTANT CHIEF FINANCIAL OFFICER

Approyed as to Form:

Ruthann M. Salera Deputy City Attorney

Exhibit A

Description of Crossing Area

Cridge Street At-Grade Public Road Crossing (DOT No. 026493P)
Mile Post 56.61 – Los Angeles Subdivision
City of Riverside, County of Riverside, State of California

Exhibit B

Scope of Work

Railroad Work:

- 1. Remove existing warning devices (one gate mechanism)
- 2. Install two new vehicular gate mechanisms (one entrance gate and one exit gate)
- 3. Install one pedestrian gate mechanisms

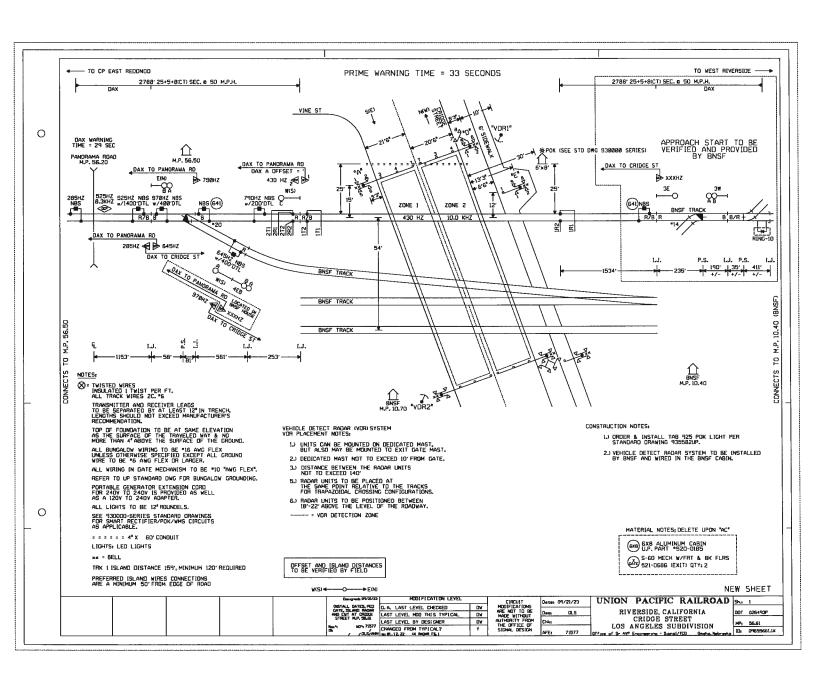
Agency Work:

- 1. Install new ADA compliant sidewalk on the north side of the crossing
- 2. Install new variable depth AC pavement and new roadway striping

Exhibit B-1

Signal Front Sheet

(see attached)



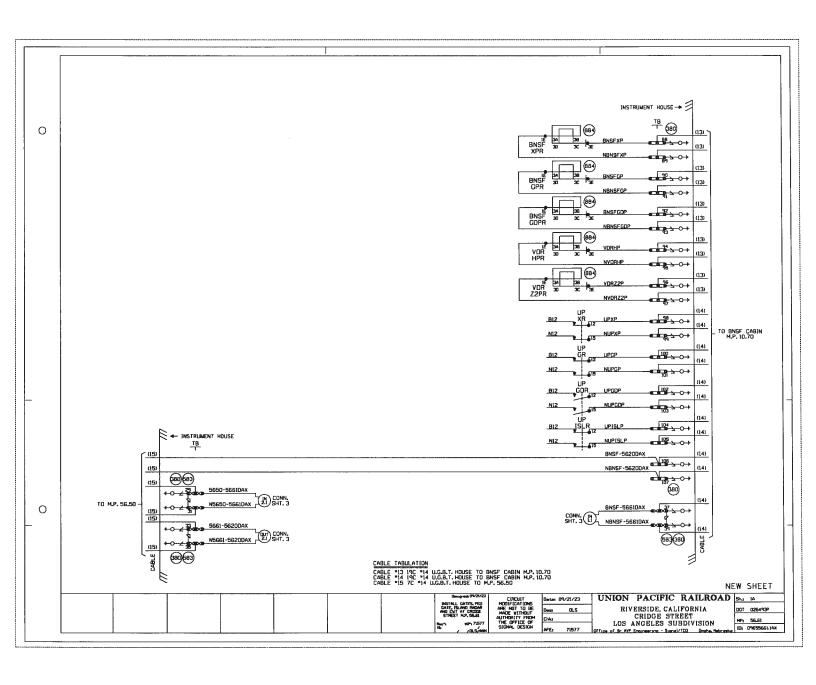


Exhibit C

Signal Interconnect Work Terms

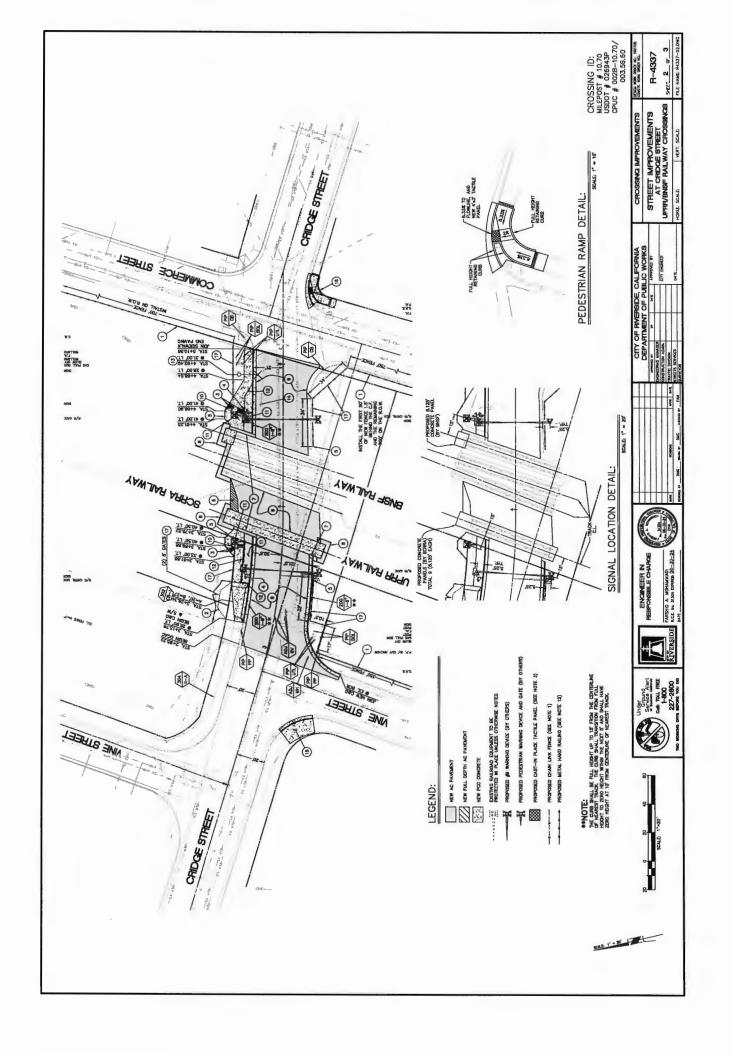
- 1. Plans. Agency, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Signal Interconnect Work and submit such plans and specifications to Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include, as applicable, traffic signal timing and wiring diagram for the traffic controller unit, the installation method for any work that involves boring under the track, and specifications for underground wireline facilities crossing Railroad tracks and right-of-way. Agency agrees to provide the traffic signal timing and wiring diagram for the traffic controller unit to Railroad at least two (2) months prior to the traffic signal controller bench testing and/or four (4) months prior to the proposed cutover with Railroad. The final one hundred percent (100%) completed plans for the Signal Interconnect Work that are approved in writing by Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to collectively as the "Plans" and specifically include the signal design schematic marked Exhibit C-1 (the "Designs") and the under-track boring drawing marked Exhibit C-2 (the "Standard Drawing"), with both exhibits being attached hereto. No changes in the Plans shall be made unless Railroad has consented to such changes in writing. Railroad's review and approval of the Plans will in no way relieve Agency (or any contractor or other agent hired by Agency) from its responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by Agency (or any contractor or other agent hired by Agency) on the Plans is at the risk of Agency (or any contractor or other agent hired by Agency).
- 2. <u>Condition Precedent to Performance of Agency Work</u>. Prior to commencement of the portion of the Agency Work related to the Signal Interconnect Work by Agency (or any contractor or other agent hired by Agency) in the Crossing Area, Agency shall, or shall require its contractor or agent to, (a) obtain Railroad approval of the Plans in accordance with Section 1 of this <u>Exhibit C</u>, including the installation method for underground wireline facilities and/or any work that involves boring under the track, and (b) notify Railroad pursuant to the terms and conditions of this Agreement.
- 3. <u>Signal Failure/ Interference</u>. Each of Railroad (with respect to its grade crossing warning devices) and Agency (with respect to its highway traffic control signals) shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communication lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference. Except as set forth in this Section, Agency shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against Agency arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Agency on account of any failure of Agency's traffic signal to operate properly, nor shall

Agency have or be entitled to maintain any action against Railroad arising from any failure of Agency's traffic signal to operate properly.

Exhibit C-1

Designs

(see attached)



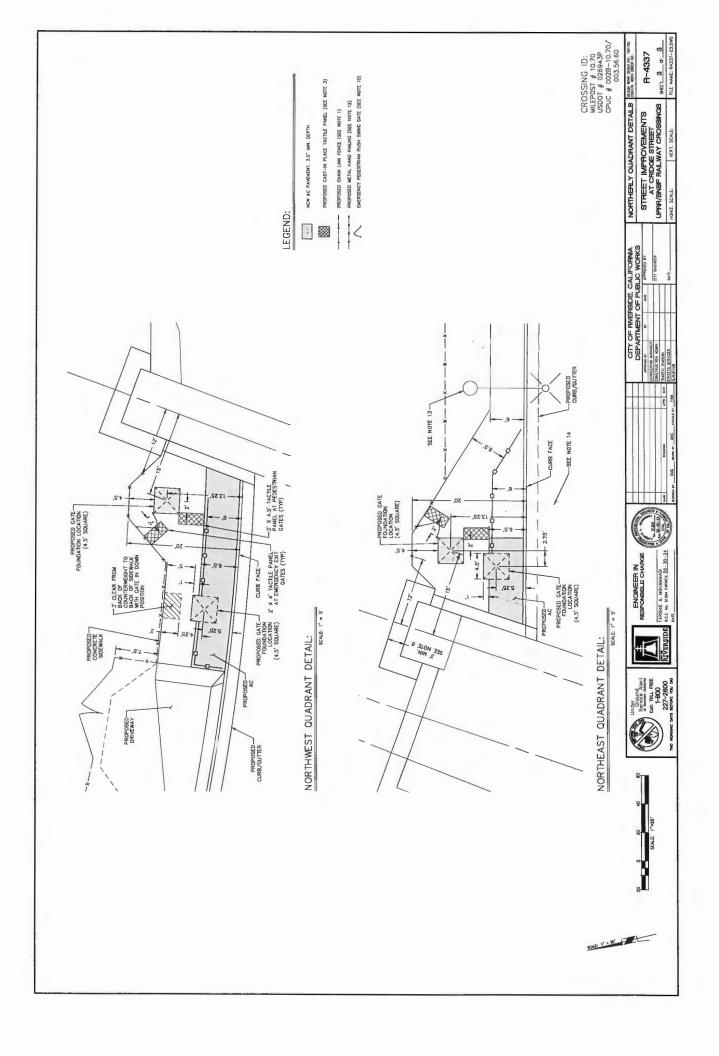


Exhibit C-2

Standard Drawing

Intentionally Deleted.

Exhibit D

Surface Work Estimate

Intentionally Deleted.

Exhibit D-1

Signal Work Estimate

(see attached)

Material And Force Account Estimate

Estimate Creation Date: 01/25/2024

Number: 147188

Version: 1

Estimate Good Until 01/25/25

Location: LOS ANGELES SUB, SIMN, 49.84-52.63

Buy America: Yes

Description of Work: RIVERSIDE, CA. CRIDGE STREET, MP.56.61, DOT# 026493P, WO# 71577, PID#

130269 100% RECOLLECTABLE

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
SIGNAL							
	Xing - 1 Trk CWE w/Gates	1	EA	131,584.00	41,200	90,384	131,584
	Xing - Pedestrian Gates (pair)	0.5	EA	57,283.00	11,197	17,445	28,642
	Xing - Track Card (Main and Stand-by) New Cable	1	EA	12,889.00	6,000	6,889	12,889
	Xing - Sidelight	1	EA	907.00	0	907	907
	Xing - Dax Cable 1000'	0.5	EA	6,440.00	2,000	1,220	3,220
Flaggers	Xing - Misc.	1	LS	12,001.00	12,000	1	12,001
	Gang Day - 5 Man	2	EA	7,500.00	15,000	0	15,000
	Xing - Engineering Design	1	LS	17,886.00	17,886	0	17,886
	Xing - Boring	1	LS	30,000.00	0	30,000	30,000
	Xing - Fill/Rock/Gravel	1	LS	3,800.00	0	3,800	3,800
Federal with overhead 202.32% plus 10% contingency	Xing - Labor Additive	1	LS	234,311.00	234,311	0	234,311
				Sub-Total =	339,594	150,646	490,240
				Totals =	339,594	150,646	490,240

Grand Total =

\$490,240

This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

EXHIBIT D-1

ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE: 2/13/2024	_										
LOCATION: Riverside	SUB	SUBDIVISION									
DOT: 026493P	Los	Angeles							CA		
DESCRIPTION	LABOR		MATERIAL		UP %0		Agency % 100		TOTAL		
ENGINEERING											
Project Management	\$	12,500	\$	-	\$	-	\$	12,500.00	\$	12,500	
Construction Management	\$	12,500	\$	-	\$	-	\$	12,500.00	\$	12,500	
Final Inspection	\$	5,000	\$	-	\$	-	\$	5,000.00	\$	5,000	
TOTAL PROJECT:	\$	30,000	\$		\$		\$	30,000.00		\$30,000	

TOTAL ESTIMATED COST: \$30,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

Exhibit E

Reimbursement for Grade Crossing Warning Device Maintenance Costs

Agency agrees to reimburse Railroad for one hundred percent (100%) of the cost for future maintenance of the additional grade crossing warning equipment to be installed in connection with the Project located within the Crossing Area on or before the date that is thirty (30) days after Agency's receipt of any invoices from Railroad.

AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS ESTIMATED MAINTENANCE COSTS



FOR PID # 130269 BY THE UNION PACIFIC RAILROAD

STREET	CRIDGE			
TOWN	RIVERSIDE			
MILEPOST	56.61			
SUBDIVISION	LOS ANGELES			
AAR/DOT NO.	026493P			
WORK ORDER#	71577			
DESCRIPTION		VALUE	QUANTITY	UNITS
NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)		2	0	0
SUPERIMPOSED CIRCUIT(AFTAC) DETECTION LOOP	1	2	0	0
HIGHWAY GRADE CROSSING SIGN (FRONT LIGHTS)	NAL	2	3	6
ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)		1	3	3
GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT		8	2	16
GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT		10	0	0
GCP/HXP (constant warning device, pe	er track circuit)	15	2	30
EXIT GATE MANAGEMENT SYSTE	M RACK*	10	0	0
MOVEMENT DETECTOR (PMD)		6	0	0
MOVEMENT DETECTOR (STANDBY	Y UNIT)	3	0	0
RADIO DATA LINK, PER UNIT		1	0	0
PREEMPTION CIRCUIT	2	0	0	
DATA RECORDER		1	0	0
REMOTE MONITORING DEVICE (S	EAR, ETC)*	2	1	2
BONDED RAIL JOINTS (per mile, ea	ch rail, single bonded)	1	0	0
BATTERY AND CHARGER (per set)		1	2	2
TOTAL UNIT COUNT				59

PAVEMENT RESTORATION COSTS (Actual)

> \$16,417 Annual Maintenance Cost at \$278.25/Unit

^{*}UP supplied Unit Value