IMPROVEMENTS TO EXISTING PUBLIC ROAD AT GRADE CROSSING FOR CENTRAL AVENUE, DOT 811001W M.P. 1.6 ROHR IND LD SUBDIVISION RIVERSIDE, CALIFORNIA

THIS AGREEMENT, executed in duplicate this ____ day of _____, 2016, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"), and CITY OF **RIVERSIDE**, a municipal corporation of the State of **CALIFORNIA** ("Political Body").

RECITALS:

Political Body has requested Railroad to improve the existing **CENTRAL** Avenue crossing, at grade, along, over and across Railroad's track at Railroad Mile Post **1.6,** on Railroad's **ROHR IND LD** Subdivision, DOT No. **811001W**, in City of **RIVERSIDE, RIVERSIDE** County, State of California (the "Crossing"), to which Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

The location of the Crossing is generally shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof. The detailed plan for the Crossing is shown on the print marked **Exhibit A1** and is hereinafter referred to as the "Project."

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. Railroad shall furnish all labor, material, equipment and supervision for this Project, and shall (a) remove the existing asphalt crossing, (b) install a **128** ft. precast concrete crossing, (c) field weld rail, (d) relay track at the Crossing with **136** pound rail, (e) renew the crossties, and (f) surface the track with new ballast ("Railroad Work").

2. The estimate for Railroad Work is described in the Railroad's Estimate of Material and Force Account Work (the "Estimate"), marked **Exhibit B** and attached hereto and hereby made a part hereof. As set forth in the Estimate, the Railroad's estimated cost for the Railroad Work is **One Hundred Seventy Thousand Nine Hundred Fifty Six Dollars ($170,956.00)**. Political Body agrees to reimburse the Railroad for fifty percent (50%) of Railroad's actual labor and material costs associated with the Railroad Work. As set forth in the Estimate, Railroad has estimated the Political Body's obligation to be **Eighty Five Thousand Four Hundred Seventy Seven Dollars ($85,477.00)**. During the performance of such work Railroad will provide progressive billing to Political Body based on Railroad's actual costs. Actual costs to Railroad shall include customary additives (which includes its overhead and indirect construction costs) to materials, services and labor provided by Railroad. Within One Hundred Twenty (120) days after Railroad has completed its work, Railroad will submit a final billing to Political Body for any balance owed. Political Body shall pay Railroad within thirty (30) days of its receipt of progressive and final bills submitted by Railroad. Notwithstanding any provision to the contrary in this Agreement and subject to the requirements below to pursue additional appropriations, the cost of the Railroad Work under this Agreement shall not exceed **Eighty Five Thousand Four Hundred Seventy Seven Dollars ($85,477.00).**

3. Railroad shall also furnish flagging or other protective services ("Flagging") that are to be paid in full by the Political Body in connection with road improvements done by the Political Body and/or its contractor(s) at the Crossing. The estimate for flagging or other protective services is described in the Railroad's Flagging Estimate ("Flagging Estimate") marked **Exhibit C** and attached hereto and

hereby made a part hereof. As set forth in the Flagging Estimate, the Railroad's estimated cost for the flagging or other protective services is **Eleven Thousand Two Hundred Dollars ($11,200.00)**. All of such costs incurred by the Railroad are to be paid by the Political Body. Railroad will provide progressive billing to Political Body based on Railroad's actual costs for the services the Railroad provides for flagging or other protective services. Actual costs to Railroad shall include customary additives (which includes its overhead and indirect construction costs) to materials, services and labor provided by Railroad. Within One Hundred Twenty (120) days after Railroad has completed its work, Railroad will submit a final billing to Political Body for any balance owed. Political Body shall pay Railroad within thirty (30) days of its receipt of progressive and final bills submitted by Railroad. If it is determined that the Railroad will be billing the Political Body's contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by the Political Body's contractor within thirty (30) days of the contractor's receipt of billing. . Notwithstanding any provision to the contrary in this Agreement and subject to the requirements below to pursue additional appropriations, the cost of Flagging shall not exceed **Eleven Thousand Two Hundred Dollars ($11,200.00).**

4. Once seventy-five percent (75%) of each or either of the reimbursement obligations under paragraphs 2 and/or 3 of this Agreement have been expended, the Political Body shall notify Railroad, and to the extent that either party determines that the remaining portion of the Estimate and/or Flagging Estimate may be insufficient to meet Political Body's reimbursement obligations hereunder with respect to the Railroad Work and/or Flagging, Political Body shall promptly initiate and pursue the process for budgeting, authorizing and appropriating the additional amounts required in connection with the Railroad Work and/or Flagging in excess of the estimates attached hereto as **Exhibit B** and **Exhibit C**. Once the additional amounts are authorized and appropriated, the parties shall enter into a supplement to this Agreement, to increase the amount approved for the Railroad Work and/or Flagging. In the event that the actual cost of the Railroad Work and/or Flagging exceeds the Estimate and/or the Flagging Estimate, Political Body shall not be obligated to reimburse the Railroad for costs and expenses in connection with the Project in excess of the Estimate and/or Flagging Estimate, unless and until such expenditures shall have been approved by Political Body in writing and the Parties have executed a supplement to this Agreement. In the event that the additional funds are not made available to reimburse the Railroad fully for the Railroad Work and/or Flagging, the Railroad, in its sole and absolute discretion, may stop any and all of its work to be performed under this Agreement until such time as additional funds are authorized and appropriated for the Railroad Work and/or Flagging. The Railroad shall have no obligation under this Agreement to perform any Railroad Work and/or Flagging for the Project unless and until Political Body authorizes and appropriates additional funding for the Railroad Work and the parties execute a supplement to this Agreement.

5. Railroad, at its cost, shall maintain the Crossing between the track tie ends and Political Body, at its cost, shall maintain all other portions of the Crossing. If, in the future, Political Body elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, Railroad, at the Political Body's expense, shall install such replacement surfacing.

6. Political Body, at its cost, shall provide all labor, material and equipment associated with traffic control, barricades, detour signing, advanced warning signs and pavement markings. All such work shall be in compliance with the current Manual on Uniform Traffic Control Devices.

7. If Political Body's contractor(s) is/are performing any work on Railroad's property in connection with this Project, then Political Body shall require its contractor(s) to execute Railroad's standard and current form of Contractor's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement and to obtain and

provide to Railroad the insurance policies, binders, certificates and endorsements that are required in the Contractor's Right of Entry Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement and providing the aforesaid insurance documents.

8. Fiber optic cable systems may be buried on 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. Political Body or its contractor(s) shall 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 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by Political Body or its contractor(s). If it is, Political Body or its contactor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises.

9. Political Body, 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.

10. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to Railroad.

11. Political Body hereby confirms that funds have been appropriated for the work set forth in this Agreement.

12. The person signing this Agreement on behalf of Political Body hereby confirms that he/she is authorized under Political Body policies and procedures to execute this Agreement and to bind Political Body to the obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By _____

Title: Kevin D. Hicks - AVP Engineering

CITY OF RIVERSIDE

By _____

Title: _____

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Deputy City Attorney

EXHIBIT A

EXHIBIT A1

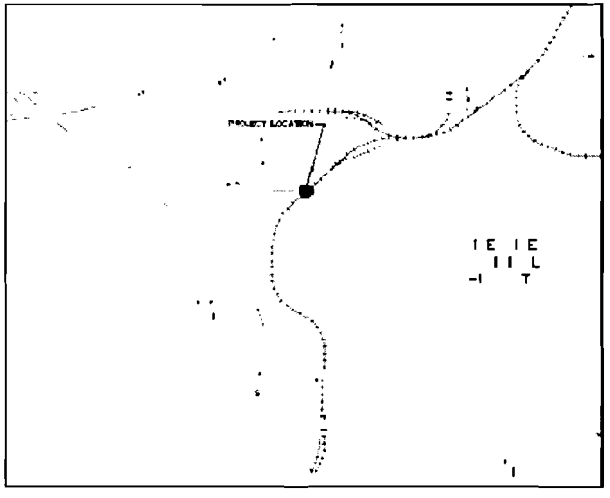
GENERAL NOTES:

RIVERSIDE CALIFORNIA

PUBLIC WORKS DEPARTMENT

STREET IMPROVEMENTS AT CENTRAL AVENUE AT UPRR TRACKS

CONSTRUCTION LEGEND:



LOCATION MAP

SHEET INDEX:

EXISTING TOPOGRAPHY:

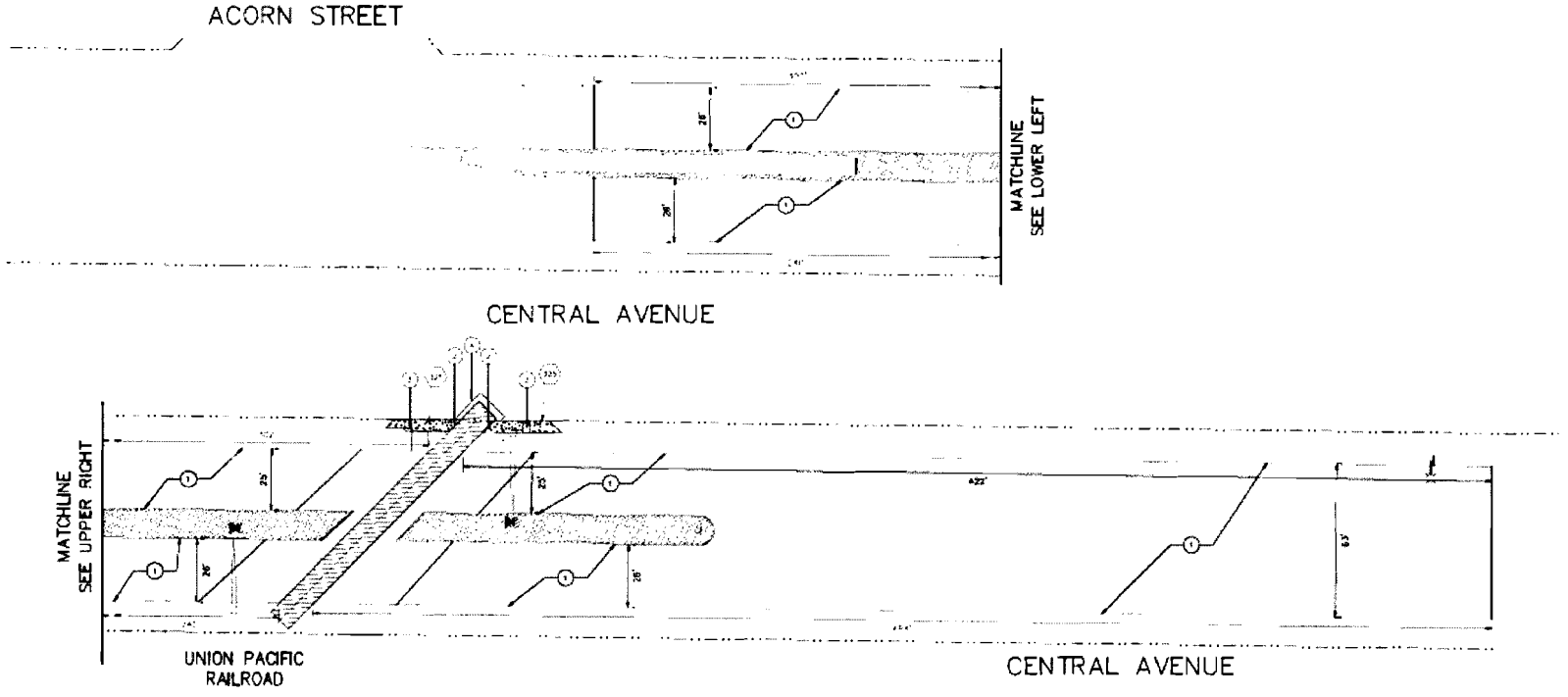
EXISTING UNDERGROUND UTILITIES:

PUBLIC UTILITIES DEPARTMENT NOTES:

CITY OF RIVERSIDE, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

SIGNING AND STRIPING PLAN
CENTRAL AVENUE
AT UPRR TRACKS
CROSSING IMPROVEMENTS

EXHIBIT A



CONSTRUCTION NOTES:

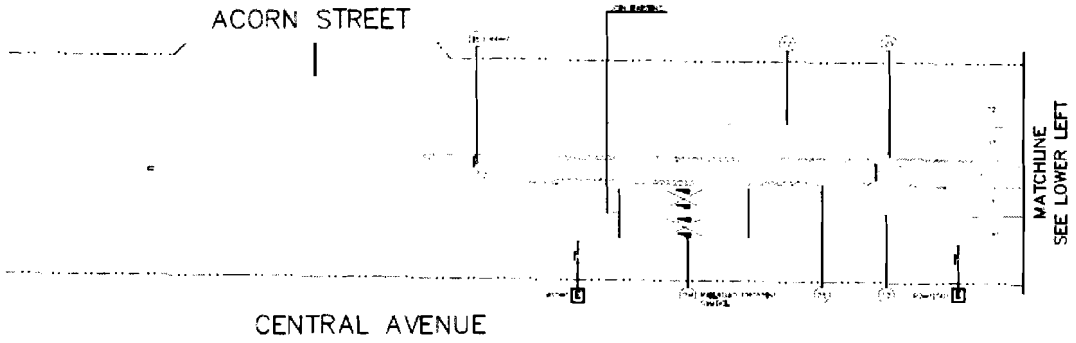
LEGEND:

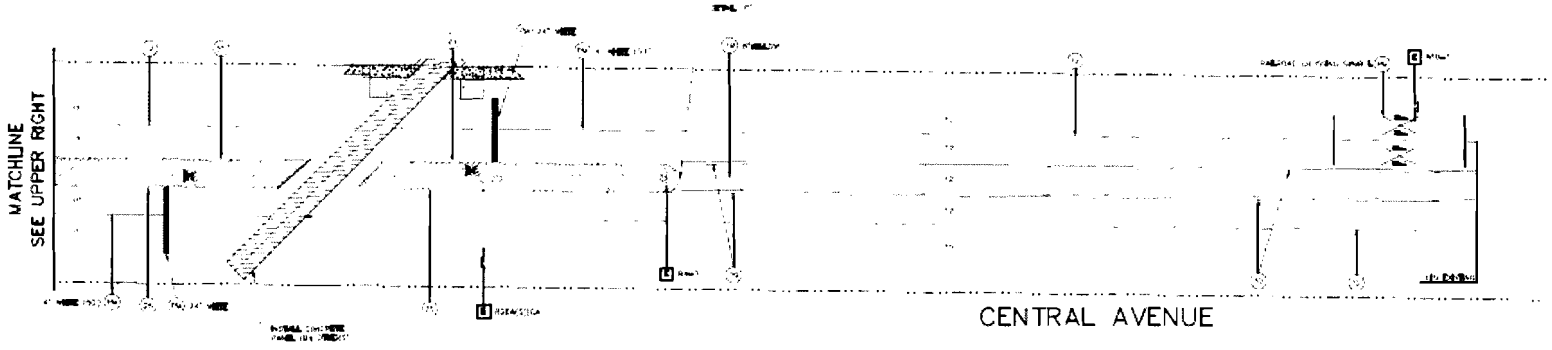
**NOTE:

CITY OF RIVERSIDE, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

STREET IMPROVEMENTS
CENTRAL AVENUE
AT UP/SP TRACKS
CROSSING IMPROVEMENTS

EXHIBIT A





SIGNING AND STRIPING GENERAL NOTES:

SIGNING AND STRIPING LEGEND:

**NOTE:

ENGINEER IN RESPONSIBLE CHARGE	CITY OF RIVERSIDE, CALIFORNIA DEPARTMENT OF PUBLIC WORKS	STREET IMPROVEMENTS CENTRAL AVENUE AT UP/AR TRACKS CROSSING IMPROVEMENTS	EXHIBIT A

DATE: 2016-09-27

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2017-03-28

DESCRIPTION OF WORK:
RIVERSIDE,CA / CENTRAL AVE. / DOT #811001W-3/ ROHR IND LD MP 1.60
REPLACE 91 FT OF RUBBER ROAD XING W. 128 FT OF CONCRETE XING SURFACE,
10' WOOD TIES, 136# RAIL.
PROJECT IS 50% RECOLLECTABLE FROM THE CITY OF RIVERSIDE, CA.
PROJECT BUILT USING FEDERAL W/ OVERHEAD AND INDIRECT OF 234%

PID: 94460 AWO: MP,SUBDIV: 1.60, ROHR
SERVICE UNIT: 20 CITY: RIVERSIDE STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			3410		1705	1705	3410
LABOR ADDITIVE 234%			14966		7483	7483	14966
TRACK			2985		1492	1493	2985
TOTAL ENGINEERING			21361		10680	10681	21361
TRACK & SURFACE WORK							
BALAST	2.00	CL	520	1814	1167	1167	2334
BILL PREP FEE				900	450	450	900
CONTRACT EQUIPMENT RNTL				20000	10000	10000	20000
ENVIRONMENTAL MITIGATIO				20	10	10	20
FOREIGN LINE FREIGHT				1485	742	743	1485
HOMELINE FREIGHT				900	450	450	900
LABOR ADDITIVE 234			45553		22775	22778	45553
MATL STORE EXPENSE				520	259	261	520
OTM			2883	4836	3859	3860	7719
RAIL	320.00	LF	7990	5401	6700	6691	13391
RDXING	128.00	TF	2772	29360	16066	16066	32132
SALES TAX				1912	955	957	1912
TRK-SURF,LIN			2546		1273	1273	2546
WELD			3651	269	1959	1961	3920
XTIE	91.00	EA	10081	6182	8131	8132	16263
TOTAL TRACK & SURFACE			75996	73599	74797	74797	149595
LABOR/MATERIAL EXPENSE			97357	73599			
RECOLLECTIBLE/UPRR EXPENSE					85477	85479	
ESTIMATED PROJECT COST							170956

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, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT C

RAILROAD FLAGGING ESTIMATE

TO PUBLIC ROAD CROSSING RECONSTRUCTION

DESCRIPTION OF WORK: Perform flagging and inspection services for the City of Riverside for the roadway improvements of Central Ave (USDOT# 811001W), at Railroad Mile Post 1.6 on the Rohr Ind Lead Subdivision in Riverside, Riverside County, California.

LOCATION: Riverside, Riverside County, California DATE: January 18,2016

DESCRIPTION	LABOR	MATERIAL	AUTHORITY TOTAL
FLAGGING (at $1,400 day) 8 days	$11,200	0	$11,200

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE AUTHORITY WILL BE BILLED FOR ACTUAL COST AT THE CURRENT RATES EFFECTIVE THEREOF