

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES****Effective Date:** 7/6/2021**Agency:** COUNTY OF FORT BEND, TEXAS**Estimate:** \$50,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (the "Project").

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE 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 PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. 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.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, 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.

COUNTY OF FORT BEND, TEXAS

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation



Signature
County Judge KP George

DocuSigned by:


Signature
B2EE0609B27B4E0...

KP George
Printed Name

Erik Lewis
Printed Name

County Judge
Title

Manager I, Engineering - Public Projects
Title

Exhibit A
Project Description and Location

Project Description

County of Fort Bend, TX proposes to widen the existing at grade crossing referred to below from a 2 lane road to a 4 lane boulevard from South Post Oak Road to FM 21.

Location

Popp Ind. Ld.

DOT	Crossing Type	Milepost	Street Name
447873J	Public	10.64	West Sycamore Street

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C

Billing Contact Information

Name	Ike Akinwande
Title	
Address	401 Jackson Street, Richmond, TX, 77469
Work Phone	(281) 633-7506
Cell Phone	
Email	ike.akinwande@fortbencountytx.gov
Agency Project No.	

Certificate Of Completion

Envelope Id: A7C35371616C4A15B7664B874DFB8DDA

Status: Completed

Subject: Please Review & Execute: PE > TX > FRESNO > WEST SYCAMORE STREET > DOT 447873J

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Alex Campbell

AutoNav: Enabled

1400 Douglas St MS910

Enveloped Stamping: Enabled

Omaha, NE 68179

Time Zone: (UTC-06:00) Central America

acampbe@upcontractor.up.com

IP Address: 198.47.204.197

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Location: DocuSign

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acampbe@upcontractor.up.com

Signer Events

Erik Lewis

eslewis@up.com

Manager I

UPRR

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Erik Lewis

B2EE06D9B27B4E0...

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Sent: 7/6/2021 12:51:57 PM

Viewed: 7/6/2021 12:58:15 PM

Signed: 7/6/2021 12:58:54 PM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2020 2:42:54 PM

ID: 4f2b99ec-9c8c-4b7c-9d06-e4a898077ba4

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ike Akinwande

ike.akingwande@fortbendcountytexas.gov

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 7/6/2021 12:58:54 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dale Hill

dhill@upcontractor.up.com

Security Level: Email, Account Authentication
(None)**COPIED**

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Electronic Record and Signature Disclosure:

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2021 12:51:57 PM
Certified Delivered	Security Checked	7/6/2021 12:58:15 PM
Signing Complete	Security Checked	7/6/2021 12:58:54 PM
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To contact us by email send messages to: acampbe@upcontractor.up.com

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at acampbe@upcontractor.up.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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