

QZ ID: TX121008
UPRR REMS
Project 782161

**REIMBURSEMENT AGREEMENT
QUIET ZONE SERVICES**

Public Authority: CITY OF DENTON, TEXAS

Effective Date:

Estimate: \$60,000.00

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 PUBLIC AUTHORITY (**Public Authority**).

RECITALS

- A. Public Authority desires to initiate the project more particularly described on **Exhibit A** attached hereto (**Project**).
- B. The Project may affect Railroad's track, right of way or operations at or near the Project area more particularly described on **Exhibit A**.
- C. Railroad agrees to collaborate with Public Authority on the progression of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Public Authority's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the quiet zone (QZ) engineering services work described on **Exhibit B** attached hereto (**QZ Work**). Public Authority acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the QZ 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 QZ Work; and (c) Public Authority's reliance on the QZ Work is at Public Authority's own risk.
2. Notwithstanding the **Estimate**, Public Authority 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 QZ Work. During the performance of the QZ Work, Railroad will provide (and/or will cause its third party consultant to provide) progressive billing to Public Authority based on actual costs in connection with the QZ Work. Within sixty (60) days after completion of the QZ Work, Railroad will submit (and/or will cause its third party consultant to submit) a final billing to Public Authority for any balance owed for the QZ Work. Public Authority shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Public Authority's receipt of any progressive and final bills submitted for the QZ Work. Bills will be

submitted to the Public Authority using the contact information provided on **Exhibit C**. Public Authority's obligation hereunder to reimburse Railroad (and/or its third party consultant, as applicable) for the QZ Work shall apply regardless if Public Authority declines to proceed with the Project or Railroad elects not to approve the Project.

3. Public Authority acknowledges and agrees that Railroad may withhold implementation or raise objections to the Project due to noncompliance with federal regulations or impacts to Railroad's safety, facilities or operations.

4. If Public Authority elects to move forward with the Project and the plans include Railroad work, Railroad shall prepare and forward to Public Authority a separate reimbursement agreement for preliminary engineering services to develop final plans and specifications, and prepare material and force cost estimates for any work required to be performed by the Railroad. The Agreement herein will remain in effect for the duration of the QZ Work described in **Exhibit B**.

5. 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.

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

7. This Agreement sets forth the entire agreement between the parties regarding the Project and QZ Work. To the extent that any terms or provisions of this Agreement regarding the QZ 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.

CITY OF DENTON, TEXAS

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Sara Hensley

Printed Name

Melinda S. DuBay


Printed Name

City Manager

Title

Manager I – Engineering, Public Projects

Title

By: 
CE9F2B4E4B6745F
Rebecca P. Diviney
Director of Capital Projects/City Engineer
Capital Projects Department

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

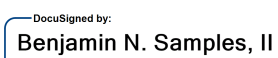
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Benjamin N. Samples, II

Exhibit A

Project Description and Location

Project Description

City of Denton, TX proposes to establish a quiet zone at the crossings referred to below.

Subdivision: Choctaw

At-grade crossing locations, if known.

DOT	Crossing Type	Milepost	Street Name
795306A	Public	715.44	Fishtrap Road
795307G	Public	715.88	Cooper Creek Road
795309V	Public	716.89	Mockingbird Lane
795310P	Private	717.06	Private
748454T	Public	717.38	Nottingham Drive
795311W	Public	717.92	Pertain Street
795312D	Public	718.22	Willis Street
795314S	Public	718.645	Frame Street

Exhibit B

Scope of Project Services

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

- Meetings
- Field diagnostic(s) and inspections
- Notice of intent review and comments
- Public authority application review and comments
- Notice of establishment review and comments
- Implementation efforts
- Grade crossing inventory updates
- Travel expenses

Exhibit C

Billing Contact Information

Name	Tracy Beck
Title	Senior Engineering Project Manager
Street	401 N. Elm Street
City/State/Zip	Denton, TX, 76201
Work Phone	(972) 571-2982
Cell Phone	
Email	Tracy.Beck@cityofdenton.com