

CITY LETTERHEAD

Date _____

**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES
AND SUBMITTAL OF EXHIBIT "A" FOR RAILROAD APPROVAL**

Project: Relocate controlled siding at Kyle, TX
State: Texas City: Kyle
MP 201.0 Austin Subdivision
Hays County

Mr. Jerry S. Wilmoth
General Manager - Network Infrastructure
Union Pacific Railroad Company
24125 Aldine Westfield Road
Spring, Texas 77373

Dear Mr. Wilmoth:

Plans are being prepared to relocate the existing controlled siding at Kyle, Texas to a location north of downtown Kyle at the location referenced above. The proposed work includes construction of a 9,500 foot siding between MilePost 198.03 and MilePost 200.15 on 20 ft track centers with two (2) No. 15 power switches, access road and three (3) bridges. In connection with the project, the City considers it necessary for the successful advancement of the project for your company to collaborate in the development of the project by performing the following:

- Topographic Survey
- 30% Track and civil design
- Geotech Investigation
- H&H to determine structure type
- Level A and B Utility research to determine what utilities will be in conflict
- Title research and initial contacts with property owners
- Wetland and stream delineation

The City authorizes and agrees to reimburse the Railroad for its expenses and actual costs that are incurred for collaborating in the development of the project's preliminary engineering and other preliminary activities as shown above. The Railroad has estimated that these preliminary engineering and other preliminary costs will be \$270,000.00. During the performance of such work Railroad will provide progressive billing to City based on Railroad's actual costs. Payment will be made by the City to the Railroad within thirty (30) days of the City's receipt of progressive and final bills submitted by the Railroad. Railroad will refer to City's Project Number (-----) and forward Invoices to (-----).

Additionally, attached for your company's review and approval is one (1) set of half-scale prints of the concept plans marked **Exhibit A**, which are the (10)% complete plans and show the basic features of the proposed highway project at the location referenced above. Please review and

provide comment on the basic features of the **Exhibit A** as soon as possible.

The project may require the Railroad to incur costs for force account activities. Please prepare the railroad force account cost estimate for work activities to be provided by your company, as identified in **Exhibit A** and submit them at your earliest convenience so that they may be attached to the railroad generated Construction & Maintenance (C&M) agreement.

This agreement is intended to address Preliminary Engineering. It does not include final track and civil design, structure design, utility relocations, property acquisitions, permit applications and/or soil testing for contamination. It is understood by both parties that railroad may withhold its approval for any reason directly or indirectly related to safety or its operations, property issues or effect to its facilities. If the Project is approved, Union Pacific will continue to work with the City to develop Final Plans, Specifications and prepare Material and Cost Estimates for Railroad Construction Work associated with the project. It is also understood that if the project is constructed, if at all, at no cost to the railroad.

The City and the Railroad will enter into separate License, Right of Entry, Construction and Maintenance Agreements associated with the actual construction of the project if the project is accepted and approved by the railroad. The Agreements will be drafted by Union Pacific and forwarded to the City after the **Exhibit A** and cost estimates have been approved.

Please contact XXXXX at telephone number (XXX) XXX-XXXX via email at XXXXXXXX if you have any questions. Your assistance in this matter is appreciated.

Sincerely,

XXXXXXXXX
Title
City

UNION PACIFIC RAILROAD COMPANY

By _____ Date _____

Name and Title: XX

Attachment(s)
cc: