

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date: _____

Agency: City of Richmond

Estimate: \$25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of **(Effective Date)**, by and between RailPros Fields Services, Inc. (**RPFS**), a consultant for Richmond Pacific Railroad Corporation, and the City of Richmond. (**Agency**)

RECITALS

- A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**the Project**).
- B. The Project will affect Richmond Pacific Railroad track and right of way at or near the Project area more particularly described on Exhibit A.
- C. RPFS is the agent on behalf of the Richmond Pacific Railroad Corporation described on Exhibit D.
- D. RPFS agrees to collaborate with Agency on the conceptualization and development of the project in accordance with the terms and conditions of this Agreement.
- E. Agency has requested that RPFS perform certain services with respect to Richmond Pacific Railroad Corporation facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with the Project (**the Project**)

AGREEMENT

- 1. NOW THEREFORE, the parties hereto agree as follows:
- 2. RPFS, at Agency's sole cost and expenses, agrees to perform the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) RPFS 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 Richmond Pacific Railroad Corporation facilities and operations; (b) RPFS 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 RPFS and/or its 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, RPFS will 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, RPFS will submit a final billing to Agency for any balance owed for the PE Work. Agency shall pay RPFS 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 RPFS for the PE Work shall apply regardless if Agency declines to proceed with the Project or Richmond Pacific Railroad Corporation elects not to approve the Project.

4. Agency acknowledges and agrees that RPFS may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Richmond Pacific Railroad Corporation safety, facilities, or operations. If RPFS approves the Project, RPFS 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 Richmond Pacific Railroad Corporation.

5. If the Project is approved by RPFS, RPFS 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 Richmond Pacific Railroad Corporation and/or RPFS. No construction work on the Project affecting Richmond Pacific Railroad Corporation property or operations shall commence until the C&M Agreement is finalized and executed by Agency and RPFS.

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.

City of Richmond

RailPros Field Services, Inc

Signature

Signature

Printed Name

Printed Name

Title

SVP Engineering

Title

Exhibit A

Project Description and Location

Project Description

The City of Richmond proposes to modify their properties known as

TTLIC Sacramento - Southwest Watt, LLC proposes to modify their properties known as **Marina Way South DOT# 751656U** in Richmond, CA 94804. The modifications include changes in the use of Marina Way South by adding north-bound and south-bound bike lanes.

Location

Central Valley Branch

DOT	Crossing Type	Milepost	Street Name
751656U	At-Grade	1.45	Marina Way South

Exhibit B

Scope of Project Services

Scope of work includes:

- Design review of changes to the crossing of Marina Way South.
- Encroachment review and resolution along the RPRC ROW as well as mitigation to reduce opportunities for trespasser access RPRC ROW.
- Review of impacts to railroad warning devices of at-grade crossings around the Project Location.
- Diagnostic reviews with CA-PUC for changes associated with the railroad crossing.
- Design reviews for any utility additions or modifications across, along, or within the RPRC ROW.

Exclusions to this agreement includes, but is not limited to:

- Any utility license and fees will be addressed in a separate agreement after RPRC Project acceptance.
- Any real estate lease, purchase, and/or license fees will be addressed in a separate agreement after RPRC Project acceptance.
- Any construction fees associated with modifications to the at-grade crossings which may be required by RPRC or CA-PUC will be addressed in a separate agreement after RPRC Project acceptance.
- Any construction monitoring or railroad flagging associated with Project.

Exhibit C

Agency Billing Contact

Primary Contact Name:

Title:

Agency/Party:

Email:

Phone:

