

AUTHORIZATION FOR CROSSING IMPROVEMENTS

THIS AUTHORIZATION FOR CROSSING IMPROVEMENTS ("**Agreement**") is made and entered into as of this _____ day of _____, _____ ("**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and CITY OF NORTHFIELD a municipal corporation or political subdivision of the State of Minnesota ("**Agency**").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area ("**Project**") as such crossing area is more particularly described on Exhibit A attached hereto and made a part hereof ("**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("**Railroad Work**"). Railroad's estimated cost for the Railroad Work is included on Exhibit C attached hereto ("**Estimate**") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

2. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.

3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.

4. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement and to comply with the requirements set forth therein.

5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing the Agency Work, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform

Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. Subject to Exhibit D, in the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for all such costs incurred in connection therewith.

6. Prior to commencing any Agency Work, Agency shall telephone (or shall cause its contractor or agent to 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 to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency, at its sole cost, will coordinate (or will cause its contractor or agent to coordinate) with the applicable telecommunications companies for the relocation or other protection of the fiber optic cable prior to beginning any Agency Work.

7. Agency, 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.

8. 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.

9. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, 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 NORTHFIELD, MN

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Chris Keckeisen

Printed Name

Title

Manager I, Engineering – Public Projects

Title

Description of Crossing Location

Street	3 rd Street	DOT #	380370A
Subdivision	Albert Lea	Milepost	313.49
City	Northfield	State	MN
County	Rice		

Scope of Work

Railroad Work:

- Remove existing concrete crossing
- Install 104' precast concrete crossing
- Field weld rail
- Relay track at crossing with 136 lb rail
- Renew crossties
- Surface the track with new ballast.

Agency Work:

- Install medians on both sides of the crossing
- Improving sidewalks to ADA standards
- Provide traffic control and road closure during construction
- Sawcut and remove pavement
- Install pavement up to the crossing surface along with sidewalks upon completion of work by railroad

Estimate Cover Page

(see attached)

Material And Force Account Estimate

Northfield

Estimate Number: 127506 Version: 1

Standard Rates: Labor Additive = 222.97%

Estimate Good Until 07/29/20

Location: ALBERT LEA SUB, SIMN, 313.47-313.51

Description of Work: 380370A 3rd St Northfield MN 313.49 Albert Lea Sub

Prepared For: Northfield

Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %100	Agcy %0
ENGINEERING										
		Engineering	1	LS	13,200.00	13,200	0	13,200	0	13,200
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	801.36	0	801	801	0	801
Sub-Total =						13,200	2,601	15,801	0	15,801

TRACK CONSTRUCTION - COMPANY										
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	104	TF	796.79	54,104	28,763	82,867	0	82,867
	TRACK	136# CWRIS0 24-8'6" HWD N 16 TP	56	TF	555.08	21,580	9,505	31,085	0	31,085
Sub-Total =						75,684	38,267	113,951	0	113,951

TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	92	TF	49.01	4,509	0	4,509	0	4,509
	TRACK	Remove Track	68	TF	24.16	1,643	0	1,643	0	1,643
Sub-Total =						6,152	0	6,152	0	6,152

Total Wgt. in Tons = 533 **Totals = 95,036 40,869 135,905 0 135,905**

Grand Total = **\$135,905**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Northfield will pay actual construction costs at the current rates effective thereof.

Reimbursement Method

Agency agrees to reimburse Railroad for **ONE HUNDRED PERCENT (100%)** of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.