AUTHORIZATION AND REIMBURSEMENT AGREEMENT PUBLIC ROAD CROSSING IMPROVEMENTS—SURFACE, SIGNAL AND SIGNAL INTERCONNECT

THIS	AUTHORIZATION	AND	REIMBURSEMENT	AGREEMENT	(this
"Agree	ment") is made and e	ntered ir	nto as of	("Effective	Date"),
by and	between UNION PAG	CIFIC R	AILROAD COMPANY,	a Delaware corp	oration
("Railro	oad"), and the CITY (OF MES	QUITE, TEXAS to be	addressed at 110	1 East
Main S	treet, Mesquite, TX 75	149 (" A	gency").		

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area (the "**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on <u>Exhibit A</u> attached hereto (the "**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

- 1. Railroad agrees to perform (or cause to be performed) the Project work described on <u>Exhibit B</u> and, to the extent that the Project includes signal improvement work, Exhibit B-1 attached hereto (collectively, the "**Railroad Work**").
- 2. To the extent that the Project includes (a) the interconnection of Railroad's grade crossing warning devices with Agency's highway traffic control signals and (b) coordinating the operation of such signals (collectively, the "Signal Interconnect Work"), such interconnection and coordination work shall be performed pursuant to the terms set forth in Exhibit C.
- 3. Railroad's estimated cost for the Railroad Work is included, as applicable, on Exhibit D (Surface Work Estimate) and Exhibit D-1 (Signal Work Estimate) attached hereto (collectively, the "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.

- 4. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad and/or Railroad's third-party consultant(s), as applicable, for actual costs incurred in connection with the Railroad Work, as such costs are more particularly set forth in the Estimate. During the performance of the Railroad Work, Railroad will provide (and/or will cause its third-party consultant(s) to provide) progressive billing to Agency based on actual costs in connection with the Railroad Work. Within Three hundred and sixty-five (365) days after completion of the Project, Railroad will confirm (and/or will cause its third-party consultant(s) to confirm) a final billing to Agency for any balance owed in connection with the Railroad 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 Railroad Work.
- 5. 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. Agency shall be responsible for the safe conduct and adequate policing and supervision of the Agency Work, and Agency acknowledges and agrees that the Agency Work shall be performed so as to not obstruct, endanger, interfere with, hinder or delay maintenance or operation of Railroad's track or facilities, any communication or signal lines, installations or any appurtenances thereof or the operations of others lawfully occupying or using Railroad's property or facilities. 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.
- 6. 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 ("CROE Agreement") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.
- 7. 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 any Agency Work within the Crossing Area, 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. 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 such costs incurred in connection therewith in an amount

proportionate to Agency's share of actual costs for the Railroad Work, as such percentage is more particularly set forth in the Estimate. As an example and for purposes of clarification only, if Agency is responsible for one hundred percent (100%) of actual costs for the Railroad Work as set forth in the Estimate, then Agency would be responsible for one hundred percent (100%) of the costs for flagging or any other special protection or safety measures.

- 8. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Agency Work, Agency shall visit up.com/CBUD to complete and submit the required form 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 will telephone (or will cause its contractor or agent to coordinate) the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable. Agency and/or its contractors or agents, as applicable, shall not commence any Agency Work until the process set forth in this Section has been completed.
- 9. Railroad shall maintain grade crossing warning devices located within the Crossing Area (if any), and Agency hereby agrees to reimburse Railroad for costs to maintain any such grade crossing warning devices in accordance with the provisions set forth in Exhibit E attached hereto. Agency, at its sole cost, shall maintain any highway traffic control signals at the Crossing Area.
- 10. 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.
- 11. 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.
- 12. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF MESQUITE, TEXAS	UNION PACIFIC RAILROAD COMPANY a Delaware Corporation					
Signature	Signature					
Printed Name	Erik Lewis Printed Name					
Title	Manager I, Industry & Public Projects Title					

Exhibit A

Description of Crossing Area

GALLOWAY AVENUE PUBLIC AT-GRADE (DOT No. 794823K) Mile Post 202.1 – MINEOLA SUBDIVISION MESQUITE, DALLAS, State of TEXAS

Exhibit B

Scope of Work

Railroad Work:

 UP to perform required traffic signal preemption interconnect bench testing and signal cut-over support for City's/TXDOT's contractor. TXDOT to cover UP railroad labor expense.

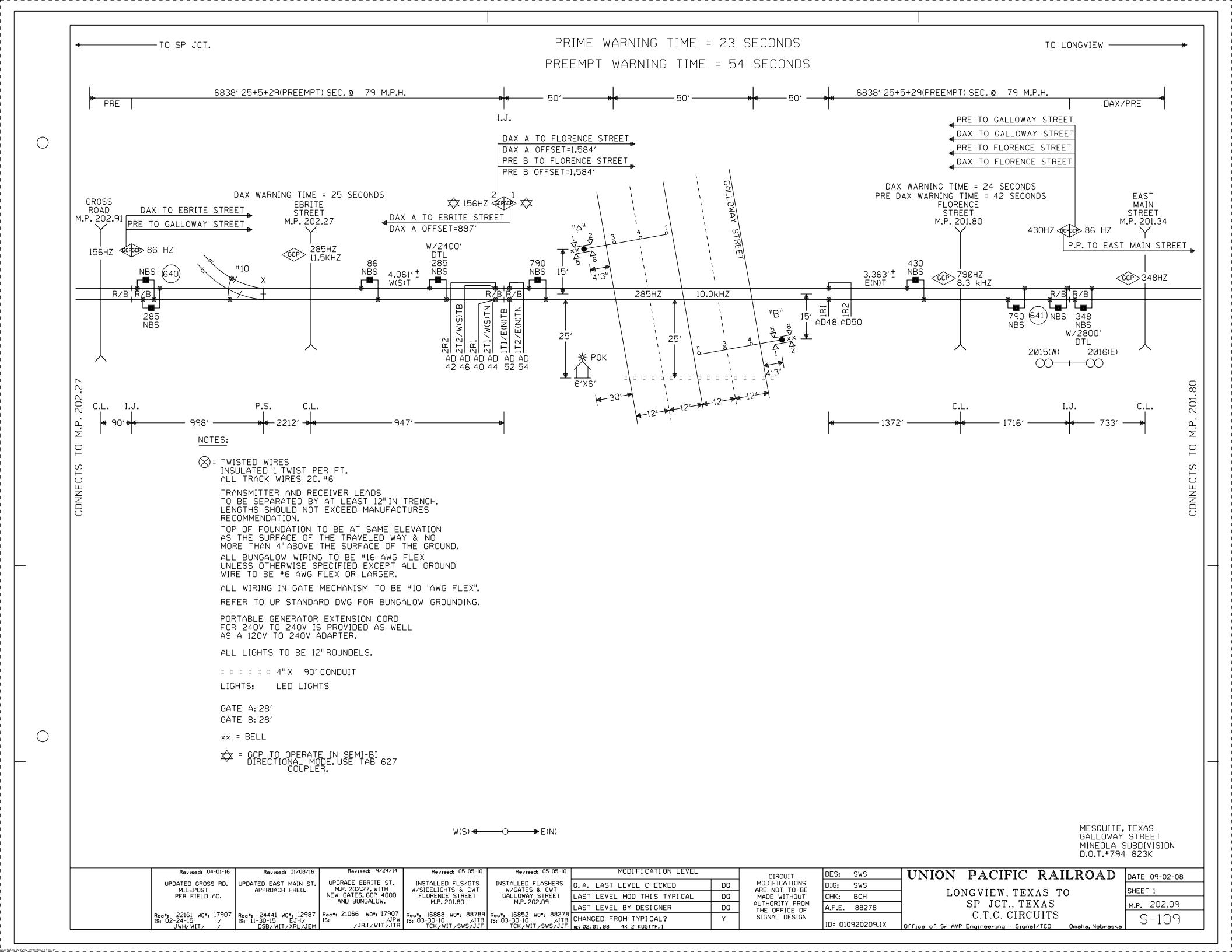
Agency Work:

 City/TXDOT contractor to install new traffic signal infrastructure to include new traffic signal poles, controller cabin, and interconnect conduit and cable to existing Galloway Street grade crossing.

Exhibit B-1

Signal Front Sheet

(See attached)



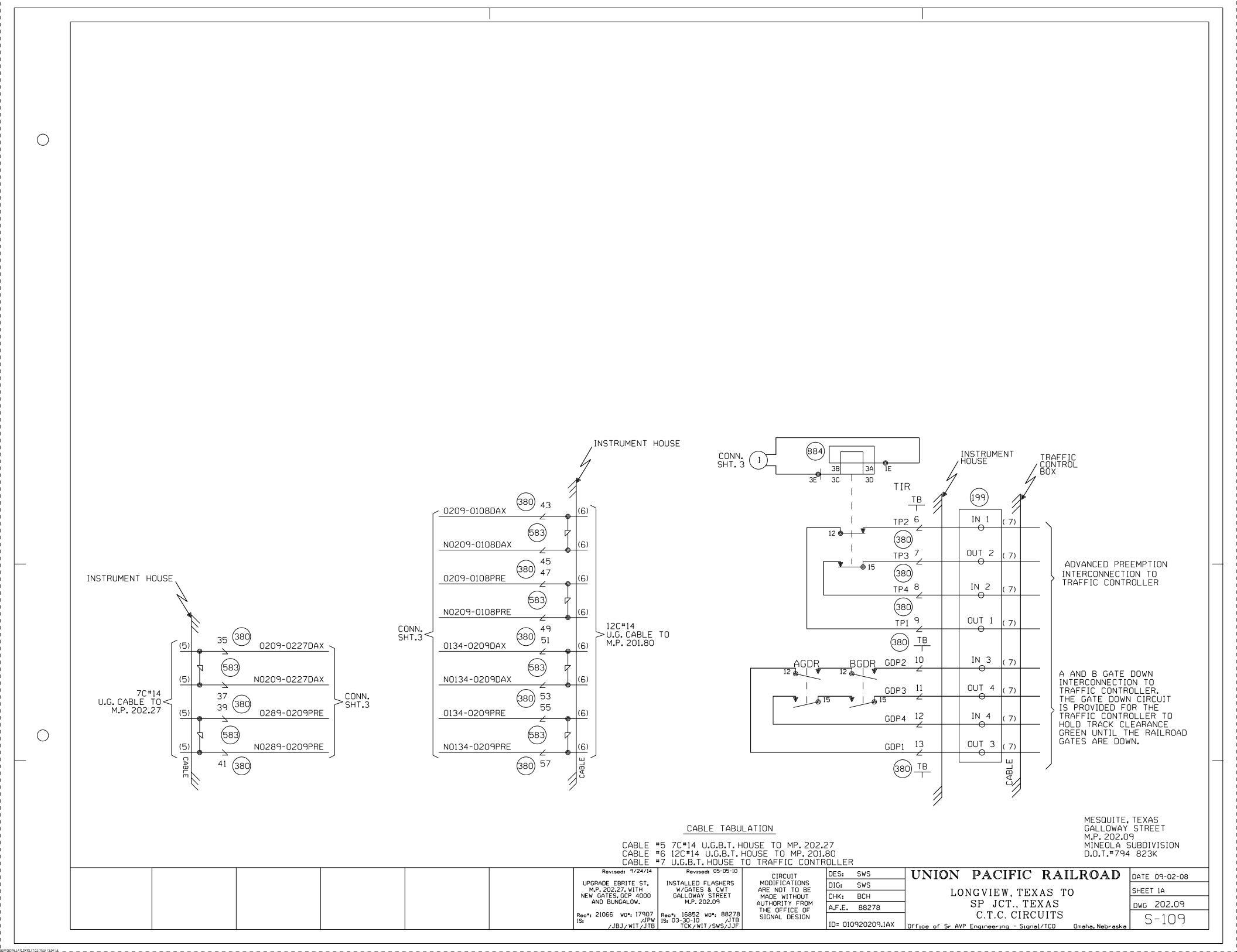


Exhibit C

Signal Interconnect Work Terms

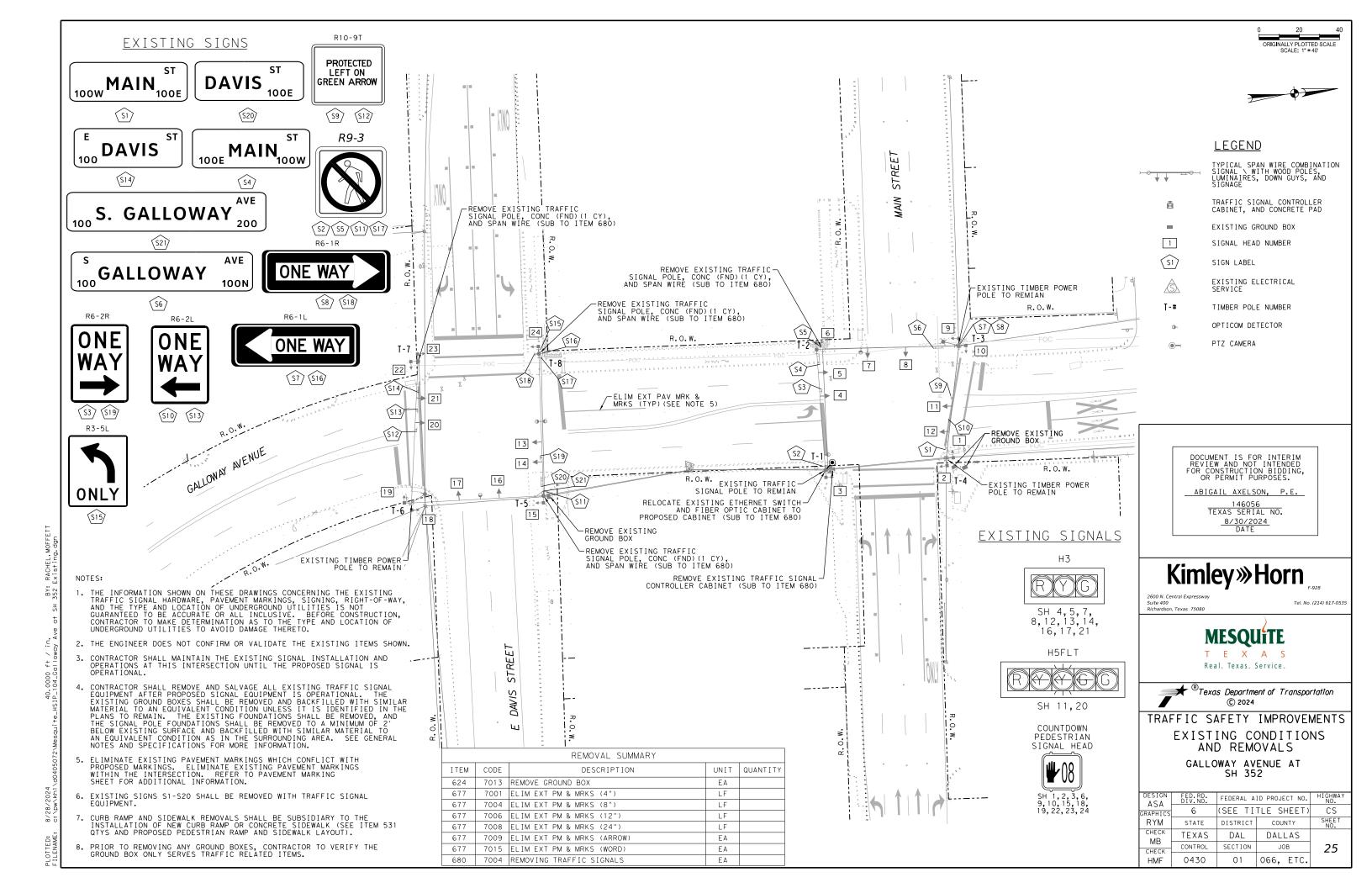
- 1. Plans. Agency, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Signal Interconnect Work and submit such plans and specifications to Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include, as applicable, traffic signal timing and wiring diagram for the traffic controller unit, the installation method for any work that involves boring under the track, and specifications for underground wireline facilities crossing Railroad tracks and right-of-way. Agency agrees to provide the traffic signal timing and wiring diagram for the traffic controller unit to Railroad at least two (2) months prior to the traffic signal controller bench testing and/or four (4) months prior to the proposed cutover with Railroad. The final one hundred percent (100%) completed plans for the Signal Interconnect Work that are approved in writing by Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to collectively as the "Plans" and specifically include the signal design schematic marked Exhibit C-1 (the "Designs") and the under-track boring drawing marked Exhibit C-2 (the "Standard Drawing"), with both exhibits being attached hereto. No changes in the Plans shall be made unless Railroad has consented to such changes in writing. Railroad's review and approval of the Plans will in no way relieve Agency (or any contractor or other agent hired by Agency) from its responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by Agency (or any contractor or other agent hired by Agency) on the Plans is at the risk of Agency (or any contractor or other agent hired by Agency).
- <u>Condition Precedent to Performance of Agency Work.</u> Prior to commencement of the portion of the Agency Work related to the Signal Interconnect Work by Agency (or any contractor or other agent hired by Agency) in the Crossing Area, Agency shall, or shall require its contractor or agent to, (a) obtain Railroad approval of the Plans in accordance with Section 1 of this <u>Exhibit C</u>, including the installation method for underground wireline facilities and/or any work that involves boring under the track, and (b) notify Railroad pursuant to the terms and conditions of this Agreement.
- 3. <u>Signal Failure/ Interference</u>. Each of Railroad (with respect to its grade crossing warning devices) and Agency (with respect to its highway traffic control signals) shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communication lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference. Except as set forth in this Section, Agency shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against Agency arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to

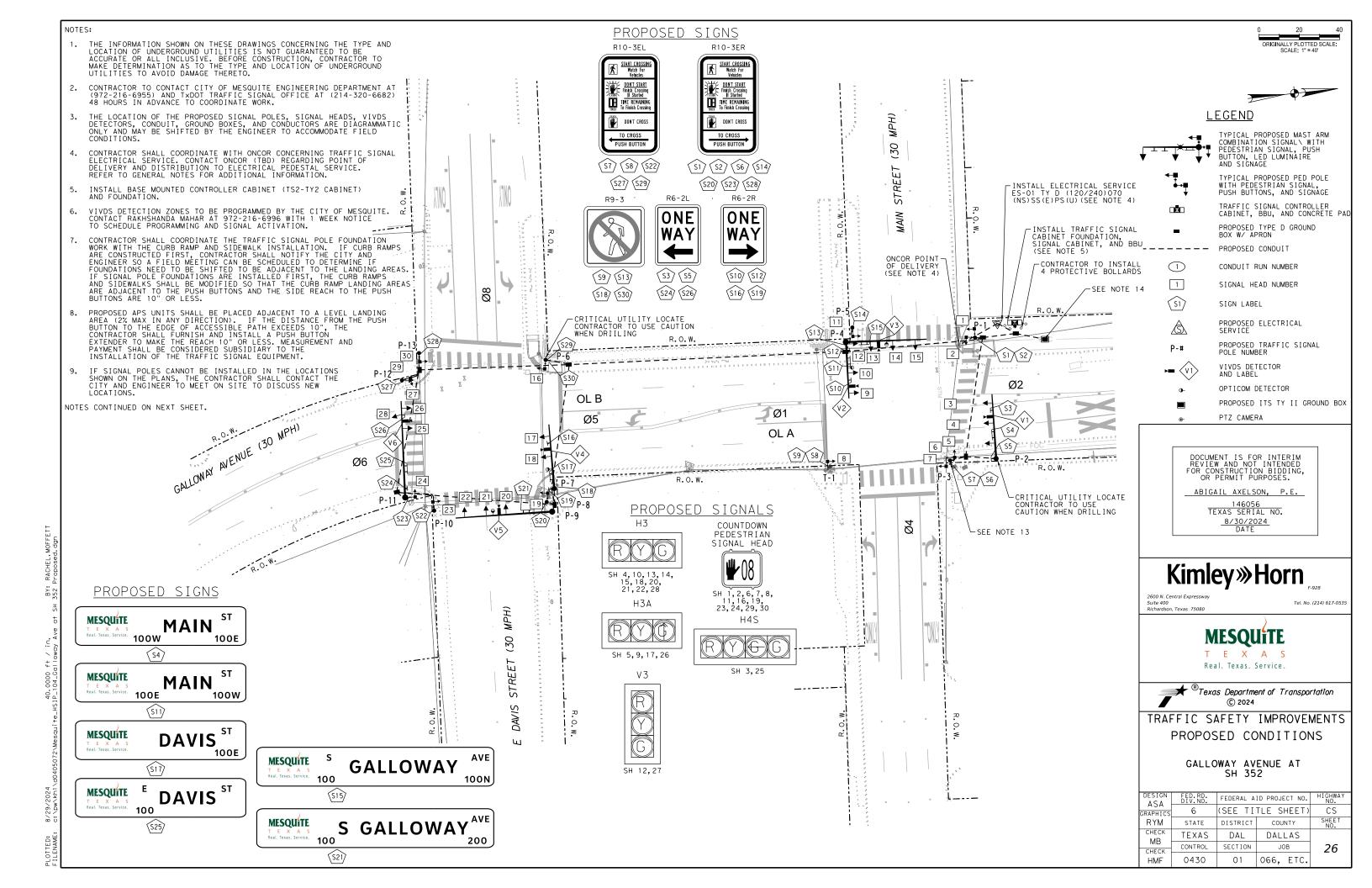
Agency on account of any failure of Agency's traffic signal to operate properly, nor shall Agency have or be entitled to maintain any action against Railroad arising from any failure of Agency's traffic signal to operate properly.

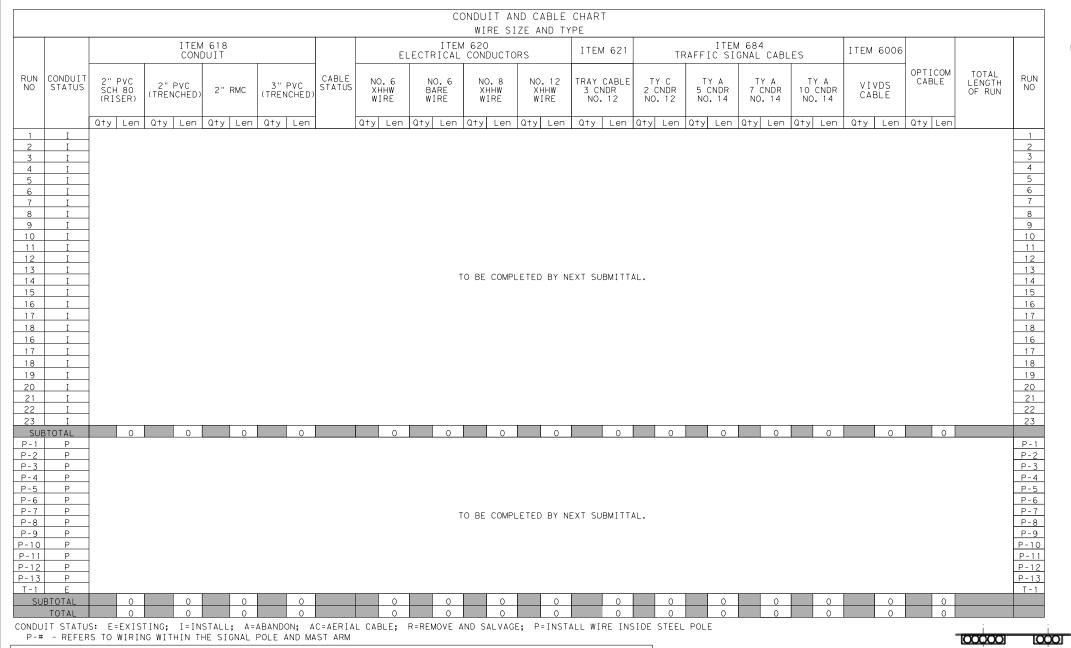
Exhibit C-1

Designs

(see attached)







NOTES (CONTINUED);

- 10. PROPOSED CURB RAMP LANDING SHALL BE POURED UP TO THE SIGNAL FOUNDATON, LEAVING NO GAPS.
- CONTRACTOR TO MAINTAIN FULL ACCESS TO A MINUM OF TWO PEDESTRIAN CROSSING AT ALL TIMES DURING CONSTRUCTION.
- SIGNAL POLES SHALL BE POWDERCOATED BLACK, POLE POWDER COATING TO BE PAID FOR BY THE CITY. CONTRACTOR TO COORDINATE WITH THE CITY.
- CONTRACTOR TO INSTALL AERIAL SPLICE ENCLOSURE BOX BY T-4 TO INTERCEPT EXISTING PREEMPTION CABLE. CONTRACTOR TO PULL PREEMPTION CABLE FROM SPLICE ENCLOSURE BOX THROUGH RIGID METAL CONDUIT THROUGH RUN X, TO THE GROUND BOX, THEN TO THE PROPOSED CABINET.
- COMMUNICATION TIE-IN POINT, CONTRACTOR TO INTERCEPT EXISTING FIBER BACKBONE WITH ITS TY II GROUND BOX. CONTRACTOR TO INSTALL FUSION SPLICE ENCLOSURE, WITH 108 FUSION SPLICES TO TERMINATE THE TWO 48 SM FIBER LINES. CONTRACTOR TO INSTALL 12 SM FIBER PIGITAIL AND PULL NEW FIBER INTO PROPOSED CABINET, VIA RUN X. CONTRACTOR TO COORDNIATE FIBER ASSIGNMENTS WITH CITY OF MESQUITE. CONTRACTOR TO RELOCATE FIBER PATCH PANEL AND ETHERNET SWITCH FROM EXISTING CABINET TO PROPOSED CABINET (SUB TO ITEM 680).

GROUND BOX SUMMARY									
ITEM NO.	DESCRIPTION	UNIT	QTY.						
0623	ITS GND BOX TY 2 (603636)W/APRON	EΑ	1						
0624	GROUND BOX TY D (162911) W/APRON	EΑ	7						

DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION BIDDING, OR PERMIT PURPOSES.

ABIGAIL AXELSON, P.E. 146056 TEXAS SERIAL NO.

8/30/2024 DATE

Kimley **Horn

2600 N. Central Expressway

Tel. No. (214) 617-0535



© 2024

*Texas Department of Transportation

TRAFFIC SAFETY IMPROVEMENTS PROPOSED QUANTITIES

GALLOWAY AVENUE AT SH 352

SHEET (1 OF 3)

	5		0, 0,	
DESIGN ASA	FED.RD. DIV.NO.	FEDERAL A	HIGHWAY NO.	
RAPHICS	6	(SEE TI	CS	
RYM	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK MB	TEXAS	DAL	DALLAS	
CHECK	CONTROL	SECTION	JOB	27
HMF	0430	01	066, ETC.	

SIGNAL HEAD AND POLE PLACEMENT (FT)																
	STATUS		TUS A B (FT)							NO. OF	ITEM 6006		DRILLE	D SHAFT (FT)	LENGTH	FDN. TYPE
POLE NUMBER					B (FT)	C (FT)	D (FT)	F (FT)	G (FT)	I (FT)	HEADS (EA) *	VIVDS DET. (EA)	LUM	24" DIA SUB TO ITEM 687	30" DIA TYPE A ITEM 416	36" DIA TYPE A ITEM 416
P-1	I	10	PEDE	STRIAN	SIGNAL F	POLE	10	-	-	-	N	6	-	ı	24-A	
P-2	I	3	4	10	10	32	19	-	3	1	N	-	1 1	ı	30-A	
P-3	I	6	PEDE	STRIAN	SIGNAL F	POLE	10	-	-	-	N	6	-	-	24-A	
P-4	I	10	15	10	-	28	19	13	2	1	N	-	-	13	36-A	
1 4	I	8	13	11	11	40	19	-	3	1	N	-	-	13	30 A	
P-5	I	5	PEDE	STRIAN	SIGNAL F	POLE	10	-	-	-	N	6	-	-	24-A	
P-6	I	9	PEDE	STRIAN	SIGNAL F	POLE	10	-	-	-	N	6	-	-	24-A	
P-7	I	8	16	10	-	32	19	-	2	1	N	-	11	=	30-A	
P-8	I	7		STRIAN	SIGNAL F	POLE	10	-	-	-	N	6	-	-	24-A	
P-9	I	10	23	10	11	48	19	-	3	1	N	-	-	13	36-A	
P-10	I	3		STRIAN			10	-	-	-	N	6	-	-	24-A	
P-11	I	6	34	7	3	48	19	-	3	1	N	-	-	13	36-A	
P-12	I	4	PEDE	STRIAN	SIGNAL F	POLE	15	-	-	-	N	6	-	-	24-A	
P-13	I	7	PEDE	STRIAN	SIGNAL F	POLE	10	-	-	-	N	6	-	-	24-A	
T - 1	E	EXISTING POLE TO REMAIN N								-						
T-3	E	EXISTING POLE TO REMAIN N								-						
T-4 E EXISTING POLE TO REMAIN N								-								
TOTAL: 6 48 22 52																

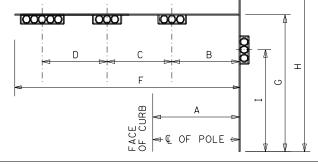
SIGNAL POLE STATUS: I=INSTALL; E=EXISTING; REM=REMOVE; F=INSTALL IN FUTURE PHASE

* - DOES NOT INCLUDE VERTICAL SIDEMOUNT SIGNAL HEADS OR PEDESTRIAN SIGNAL HEADS

BY:

8/29/2024

PLOTTED:

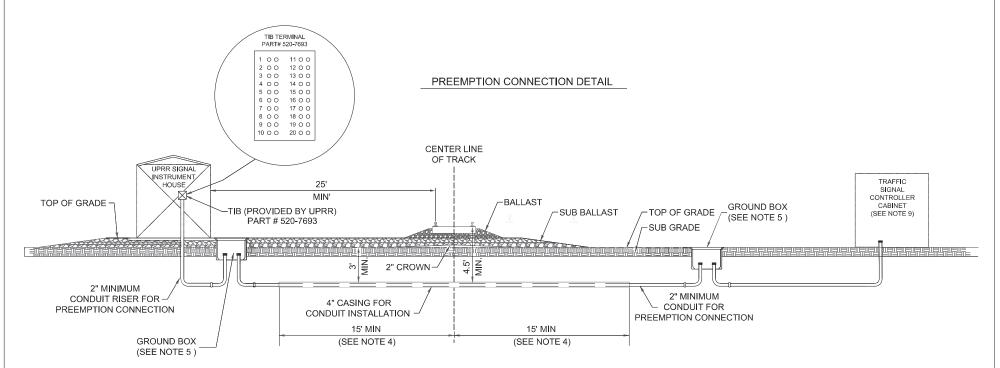


SUMMARY OF PROCUREMENT AND INSTALLATION RESPONSIBILITIES									
1.151/	010 11511	CONTRA	CITY OF MESQUITE						
ITEM	BID ITEM	PROCURE & INSTALL	INSTALL ONLY	PROCURE ONL Y					
CONTROLLER CABINET (TS2-TY2)	SUB TO ITEM 680		×	×					
VIVDS DETECTORS AND CABLE	6006		×	×					
TRAFFIC SIGNAL CABINET FOUNDATION	SUB TO ITEM 680	×							
BATTERY BACK-UP UNIT	6007	×							
TRAFFIC SIGNAL CONTROLLER	SUB TO ITEM 680		×	×					
OPTICOM EQUIPMENT	SUB TO ITEM 680		×	×					
ILSN SIGNAGE	SUB TO ITEM 680		×	×					
PTZ CAMERA	618		×	×					

Exhibit C-2

Standard Drawing

(see attached)



NOTES:

- 1. LOCAL AGENCY IS TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT, AND SUPERVISION FOR THE INSTALLATION OF ALL CONDUIT, CASING, AND CABLE FOR PREEMPTION INTERCONNECT FROM TRAFFIC SIGNAL CABINET TO THE TRAFFIC INTERCONNECTION BOX (TIB) ON THE SIDE OF UPRR SIGNAL HOUSE. ONCE INSTALLED UPRR CONSTRUCTION MUST REVIEW THE INSTALLATION.
- 2. PREEMPTION CABLE SHALL BE CONTINUOUS FROM TRAFFIC SIGNAL INTERFACE TO TIB. (NO SPLICES)
- 3. CONDUIT SHALL BE SUITABLE FOR DIRECT BURIAL AND A MINIMUM OF 3' BELOW NATURAL GRADE OR 4.5' BELOW BASE OF RAIL, WHICHEVER IS GREATER.
- 4. MINIMUM CASING REQUIREMENTS ARE 4" SDR 13.5 HDPE. BETWEEN DEPTHS OF 4.5' TO 15', 4" STEEL CASING IS PREFERRED. CASING SHALL EXTEND 15' FROM CENTER OF TRACK.
- 5. GROUND BOXES AND THEIR LOCATIONS WILL BE DETERMINED ON SITE SPECIFIC NEEDS, BUT THE PREFERRED MATERIAL IS A TIER 22 SPLIT LID ENCLOSURE PLACED A MIN. OF 10' FROM THE SIGNAL INSTRUMENT HOUSE ON THE SIDE OF THE HOUSE THAT CONTAINS THE TIB BOX.
- 6. GROUNDING TESTS MUST BE TAKEN PRIOR TO WORK AND AFTER WORK IS COMPLETED.
- 7. UPRR PERSONNEL OR DESIGNATED FLAGGER MUST BE PRESENT PRIOR TO AND DURING ANY WORK ON UPRR RIGHT-OF-WAY WITHIN 25' OF THE TRACK,
- 8. DURING CUTOVER, UPRR SIGNAL AND AGENCY TRAFFIC STAFF MUST BE PRESENT FOR TERMINATION AND TESTING.
- 9. WHEN THE UPRR SIGNAL HOUSE AND LOCAL AGENCY TRAFFIC CONTROLLER ARE LOCATED ON THE SAME SIDE OF TRACKS, CONDUIT AND PULL BOX REQUIREMENTS FOR THE INTERFACE SHALL REMAIN THE SAME.

STANDARD DRAWING



UNDER-TRACK BORING FOR TRAFFIC INTERCONNECT OR TRAFFIC PREEMPTION WIRING

REV. DATE 04-08-24 FILE OWNER: UPRR DATE: 06-08-15

REV. NO.: 3 DWG NO: 926115UP

Exhibit D

Surface Work Estimate

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Exhibit D-1

Signal Work Estimate

(See Attached)

EXHIBIT D-1

ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE: 9/15/2025											
LOCATION: SH 352/Main at Galloway Mesquite, TX	SUBDIVISION								STATE:		
DOT: 794823K	Mineola MP 202.10									Texas	
DESCRIPTION	LABOR		MATERIAL			UP %0	Agency % 100		TOTAL		
ENGINEERING											
Project Management/Admin Fee	\$	2,500	\$	_	\$	-	\$	2,500.00	\$	2,500	
Construction Submittals	\$	-	\$	_	\$	-	\$	-	\$	-	
Construction Management	\$	-	\$	_	\$	-	\$	-	\$	-	
Digital Observation (*If Required*)	\$ 15	0/day	\$250/d	ay							
TOTAL PROJECT:	\$	2,500	\$	-	\$	-	\$	2,500.00		\$2,500	

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF

\$2,500

MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

TOTAL ESTIMATED COST:

Flagging is NOT included in this estimate. Agency's are instructed to follow Union Pacific's Third Party Flagging Policy.

Please utilize the following link to Union Pacific's Third Party Flagging Policy:

https://www.up.com/real_estate/third-party-flagging/index.htm

^{**}Digital Observation (*If Required*) = This will be assessed when determined to be required by UPRR**

Exhibit E

Reimbursement for Grade Crossing Warning Device Maintenance Costs

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