

AGREEMENT NO. _____

BETWEEN THE ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY
AND
UNION PACIFIC RAILROAD COMPANY

This AGREEMENT ("Agreement") is made and entered into by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority acting by and through its Governing Board ("ACTA"), and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, 1400 Douglas Street, Omaha, NE 68179 ("Union Pacific").

WHEREAS, ACTA, Union Pacific, BNSF Railway Company, the City of Los Angeles and the City of Long Beach entered into a Dolores Yard Crossover Project Memorandum of Agreement ("Dolores Yard MOA") dated November 29, 2021, for the purpose of providing the terms and conditions pursuant to which a Union Pacific project known as the "Dolores Yard Crossover Project" ("Project") would be designed, constructed, operated and maintained; and

WHEREAS, the Project is located on property owned by Union Pacific adjacent to and connected with the Alameda Corridor, and requires certain track and signal modifications located on Alameda Corridor property; and

WHEREAS, ACTA is undertaking certain portions of the Project for design review, construction monitoring, and closeout approvals and performing construction services for work located on Alameda Corridor Right-of-Way ("ACTA Work"); and

WHEREAS, ACTA and Union Pacific desire to execute this Agreement providing the terms and conditions pursuant to which ACTA will complete the ACTA Work and Union Pacific will reimburse ACTA for the costs and expenses associated with such work;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Work to be Completed by ACTA

1. As described in the Dolores Yard Crossover MOA, set forth in Exhibit A and made a part of this Agreement, ACTA and its contractors shall complete ACTA's Work on the Project.

2. A detailed Scope of Work, Budget Estimate and Schedule for ACTA's Work is set forth in Exhibit B and made a part of this Agreement.

3. As set forth below ACTA shall perform ACTA's Work by its own forces

and its contractors (including ACET; RailWorks Track Services, Inc. and its authorized subcontractors; and Pacific Railway Enterprises, Inc.).

a) The Parties agree that no notice to proceed from Union Pacific shall be required before ACTA may begin pre-construction design review.

b) Union Pacific shall issue a written notice to ACTA authorizing ACTA to begin the construction and installation for ACTA's Work on the Project.

c) Union Pacific shall provide written notice to ACTA prior to Union Pacific starting its construction work on the Project so that ACTA may proceed with final design review and approval.

d) Union Pacific shall provide written notice to ACTA upon completion of Union Pacific's construction on the Project so that ACTA may proceed with final Project close-out approval.

II. Union Pacific Reimbursement of ACTA Costs

1. As described in the Dolores Yard Crossover MOA, and more fully detailed in Exhibit B, Union Pacific shall reimburse ACTA one hundred percent (100%) of the actual costs and expenses incurred by ACTA with respect to ACTA's Work.

2. The total estimated budget for ACTA's Work as set forth in Exhibit B is One Million Sixty-Five Thousand Dollars (\$1,065,000.00). Any increase in the estimated budget for ACTA's Work shall be evidenced by a revised exhibit in the manner set forth in Paragraph 3 of this Section.

3. During the term of this Agreement, ACTA shall provide Union Pacific with periodic updates (but no less than monthly) with respect to any anticipated or proposed changes to the budget or schedule of ACTA's Work. Any revised cost estimates exceeding 10% of the then current budget shall be agreed upon by ACTA's Chief Executive Officer and Union Pacific and added as an exhibit to this Agreement. Such exhibits shall be labeled as "Exhibit B-1" (and so on numerically), dated, and added to Exhibit B of this Agreement. Such revised exhibit(s) shall not otherwise require a written amendment to this Agreement, except however, a written amendment will be required if and when the total budget increase exceeds 25% of the original budget set forth in Paragraph 2 of this Section (i.e., total budget increase exceeding \$266,250).

4. On a monthly basis, ACTA shall submit invoice(s) and supporting documentation of ACTA's Work completed in the prior month, along with subcontractor invoices received during that prior month, to Union Pacific for reimbursement. The invoices and supporting documentation shall contain sufficient detail and clarity to indicate the portions of ACTA's Work that were completed during the invoicing period.

5. As set forth in the Dolores Yard Crossover MOA, within thirty (30) days of

receipt of any invoice from ACTA, Union Pacific shall tender payment in full to ACTA.

6. ACTA shall submit a final reconciled invoice to Union Pacific within 180 days after the completion of ACTA's Work. The final billing shall be in the form of an itemized statement of the total costs for ACTA's Work, less amounts covered by advance payments. Within 30 days after receipt of the final reconciled invoice, Union Pacific shall pay ACTA all amounts evidenced by such invoice in full.

III. Indemnification and Insurance

The Parties agree that indemnification and insurance obligations of either Party shall be as set forth in the Amended and Restated Alameda Corridor Use and Operating Agreement, dated December 15, 2016, and the Dolores Yard Crossover MOA.

IV. Effective Date and Term

1. The effective date of this Agreement shall be the date of its execution by ACTA's CEO upon authorization of the ACTA Governing Board.

2. This Agreement shall be in full force and effect commencing from the date of ACTA's CEO execution and shall continue until two (2) years have lapsed from the effective date of this Agreement.

IV. Miscellaneous Provisions

1. Notices: Any Notice to be given by each Party to the other shall be in writing and delivered in person or by United States Mail, registered or certified, postage prepaid, return receipt requested, addressed to the Party for whom intended, as follows:

To ACTA:

Alameda Corridor Transportation Authority
ATTN: Michael C. Leue, P.E. CEO
3760 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

To Union Pacific:

Union Pacific Railroad Company
ATTN: Craig Whitely, Manager – Project Design
1400 Douglas Street, Stop 0910
Omaha, NE 68179

2. Force Majeure: The performance of the obligations of the Parties under this Agreement except for the payment of monies owed, shall be excused while, and to the extent that, a Party is prevented from complying therewith, in whole or in part, by a

strike, fire, war, civil disturbance, act of God; by federal, state or municipal law; by any rule, regulation or order of a governmental agency, by inability to secure equipment and materials; or any other cause or causes beyond the reasonable control of that Party. Neither Parties shall be required, against their respective wills to adjust or settle any labor dispute in order to meet any obligation imposed hereunder.

3. Interpretation: Neither this Agreement nor any provision hereof shall be interpreted for or against any of the parties on the basis that said party or parties drafted the provision in question, nor on the basis of a previous draft or drafts of the provision in question.

4. Successors and Assigns: This Agreement and all of its terms, provisions, covenants and conditions, except as otherwise expressly provided in this Agreement, shall inure to the benefit of and be binding upon the personal representatives, successors and assignees of the Parties hereto.

5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules, and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

6. Conflicts between Agreements: In the event of a conflict or ambiguity between the terms of this Agreement and the terms of the Dolores Yard Crossover MOU, the terms of the Dolores Yard Crossover MOU shall prevail.

6. Amendments and Modifications: Other than as set forth in Section II, Paragraph 3, the terms of this Agreement may be modified only by written amendment approved by the Parties, subject to all applicable approval processes required by either Party.

7. Counterparts: This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

Date: _____

By: _____
Michael C. Leue, P.E.
Chief Executive Officer

Attest: _____
Secretary

UNION PACIFIC RAILROAD
COMPANY

Date: _____

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

APPROVED AS TO FORM

_____, 2022
MICHAEL N. FEUER, Los Angeles City Attorney

By _____
Heather M. McCloskey, Deputy
ACTA Co-General Counsel

Exhibit A

Dolores Yard Crossover
Memorandum of Agreement

**ALAMEDA CORRIDOR - DOLORES YARD CROSSOVER PROJECT
MEMORANDUM OF AGREEMENT**

THIS AGREEMENT (this "Agreement") is made and entered into as of November 29, 2021 by and among the **Alameda Corridor Transportation Authority ("ACTA")**, the **City of Los Angeles, acting by and through its Board of Harbor Commissioners ("POLA")**, the **City of Long Beach, acting by and through its Board of Harbor Commissioners ("POLB"** and, together with POLA, the **"Ports"**), the **BNSF Railway Company ("BNSF")** and **Union Pacific Railroad Company ("UP"** and, together with BNSF, the **"Railroads"**), with reference to the following Recitals:

RECITALS

WHEREAS, pursuant to California Government Code Section 6500 et seq. (the "Act") and the Amended and Restated Joint Exercise of Powers Agreement dated as of December 18, 1996 (as may be amended from time to time, the "JPA"), between the City of Long Beach and the City of Los Angeles, ACTA is authorized to develop and construct the Alameda Corridor (as defined in the JPA) and projects or facilities which are related to the Alameda Corridor;

WHEREAS, UP desires to undertake certain improvements and replacements to one of the Track connections between the Alameda Corridor and the Dolores Yard (each as defined in the Amended and Restated Use and Operating Agreement dated as of December 15, 2016 (as may be amended from time to time, the "Use and Operating Agreement")) that would enhance the efficiency and operations of the Alameda Corridor, which improvements and replacements are shown on Figure "A" hereto (the "Dolores Yard Crossover");

WHEREAS Section 7.4(a) of the Use and Operating Agreement provides that if any betterment, improvement or upgrade to the Track and/or Track Support Structures made after Substantial Completion (each as defined in the Use and Operating Agreement) will benefit only one of the Railroads, then only the Railroad so benefited shall pay the costs of such betterment, improvement or upgrade;

WHEREAS, ACTA, the Ports and the Railroads desire to execute this Agreement providing the terms and conditions pursuant to which the Dolores Yard Crossover will be designed, constructed, operated and maintained, consistent with the terms of the Use and Operating Agreement; and

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning set forth in the Use and Operating Agreement, by and among ACTA, the Ports and the Railroads.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Terms and Conditions Relating to Dolores Yard Crossover.

(a) **Design.** UP hereby agrees to prepare or cause to be prepared a design plan (the “Design Plan”) with respect to the Dolores Yard Crossover to be approved by ACTA prior to the start of construction, which approval will not be unreasonably withheld. UP agrees that the Design Plan shall be generally consistent with the existing Track Schematic Drawings and the current operations of the Alameda Corridor.

(b) **Construction.** ACTA shall cause its contractor(s) to construct and install the portion of the Dolores Yard Crossover that begins on the Rail Corridor (as defined in the Use and Operating Agreement) and ends at the Clear Point (i.e., the center line track separation of 15 feet, located 200 feet from point of switch of new turnout from ACTA Track 3) as shown on Figure B (the “Dolores Yard South End Connection”) in accordance with the Design Plan. The portion of the Dolores Yard Crossover which extends from the Dolores Yard to the Dolores Yard South End Connection as shown on Figure B shall hereinafter be referred to as “UP’s Portion.” ACTA shall also cause its contractor(s) to remove the existing turnout on the Rail Corridor and undertake any work related to such removal. All costs and expenses incurred by ACTA with respect to design, permitting, construction and installation work related to the Dolores Yard South End Connection and the removal of the existing turnout shall be fully reimbursed by UP as provided in Section 1(c) and Section 1(i) hereof. Prior to undertaking the work, ACTA shall deliver to UP for its review and approval, with such approval not being unreasonably withheld, a preliminary estimate of the anticipated costs and expenses associated with the construction and installation of the Dolores Yard South End Connection. During such construction and installation, ACTA shall provide UP with periodic updates (but no less than monthly) with respect to any anticipated or proposed changes to the costs and expenses associated with the work. UP shall construct and install the remaining portion of the Dolores Yard Crossover (also known as “UP’s Portion”) in accordance with the Design Plan.

UP agrees to notify and obtain written approval from ACTA, which approval will not be unreasonably withheld, at least ten (10) days prior to undertaking any work connected with the Dolores Yard Crossover that is adjacent (within 25 feet) to the Rail Corridor and to comply with all of ACTA’s safety procedures during the construction and installation of the Dolores Yard Crossover. At all times during the installation and construction process, ACTA and its representatives shall have access to the site and may monitor and inspect the progress of the work performed by UP and/or its contractors. ACTA shall have the right to approve of all work related to the Dolores Yard Crossover and may require UP to make corrections to any work which is noncompliant with the Design Plan and/or industry construction standards. All such work shall be performed in accordance with all applicable laws, regulations and orders. UP shall provide at least ten (10) days written notice to ACTA following completion of the work in order for ACTA and/or its representatives to inspect the completed project prior to the commencement

of operations.

ACTA shall cause its contractor(s) and/or consultant(s) to design and undertake all necessary modifications to the Rail Corridor's signal system in order to accommodate the Dolores Yard Crossover. The design of such modifications shall be subject to the review and approval by UP prior to such modifications being made, which approval shall not be unreasonably withheld. UP shall fully reimburse ACTA for such work as provided in Section 1(c) and Section 1(i) hereof.

ACTA and UP agree to cooperate in good faith in the scheduling and coordination of all work to the end that the construction of the Dolores Yard Crossover will progress as expeditiously as possible under the circumstances and with minimal, if any, interference with operations on the Rail Corridor.

(c) Cost. In accordance with Section 7.4(a) of the Use and Operating Agreement, UP agrees to be solely responsible for all costs and expenses directly associated with the permitting, design and construction of the Dolores Yard Crossover, including, without limitation, (i) removal of the existing turnout as provided in Section 1(b) and any other improvements and relocation or protection of any existing utilities or other third party facilities, (ii) construction and installation of the Dolores Yard South End Connection as provided in Section 1(b), (iii) modifications to the Rail Corridor's signal system as provided in Section 1(b), (iv) review and approval of the Design Plan, and (v) coordination and oversight of the work as provided in this Agreement. For clarity, any costs and expenses incurred by or on behalf of ACTA in connection with the foregoing shall be reimbursed by UP. ACTA shall deliver to UP a preliminary estimate of the anticipated costs and expenses associated with the work to be undertaken by ACTA or its contractors hereunder and shall thereafter provide UP with periodic updates (but no less than monthly) with respect to any anticipated or proposed changes to such costs and expenses.

(d) Use and Operation; Maintenance; Security. The Dolores Yard Crossover shall be used exclusively by UP or its agents for the purpose of operating trains to and from the Rail Corridor to UP's Dolores Yard consistent with the terms of the Use and Operating Agreement. UP shall have the exclusive right and obligation to dispatch and control Rail Freight Service on UP's Portion; provided, however, any Trains crossing or operating on the Rail Corridor shall be subject to the dispatching priority and dispatching control provisions of the Use and Operating Agreement. UP shall perform, at its sole cost and expense, such operations and dispatching on UP's Portion and shall order and direct the movement of all Trains using Trackage on UP's Portion in accordance with all applicable laws, rules and regulations.

In accordance with Section 8.4 of the Use and Operating Agreement, UP shall be solely responsible for all maintenance, repair and replacement of UP's Portion. The Dolores Yard South End Connection shall be maintained, repaired and replaced by ACTA and paid as M&O Charges in accordance with the terms of the Use and Operating Agreement. Except as expressly set forth in the immediately preceding sentence, none of ACTA, the Ports or BNSF

shall have any responsibility for inspecting, maintaining, servicing, replacing or repairing UP's Portion or any Trackage, Track Support Structures, trains or any other equipment used by UP on the property or in connection with the Dolores Yard Crossover.

UP shall be solely responsible for providing all security services and measures with respect to UP's Portion. UP assumes all risk of theft, vandalism or other damages to UP's Portion, and to lading or equipment owned or operated by UP, its employees, contractors, agents, representatives or freight shippers.

(e) Liability. For the purposes of the design, construction and operation of the Dolores Yard Crossover, UP hereby agrees to indemnify, defend and save harmless ACTA, the Ports and BNSF and each of them and their respective officers, directors (if applicable), employees, successors and assigns, agents and representatives (the "Indemnified Parties") for or on account of any liabilities, losses, actions, claims, damages, costs and judgments and all reasonable expenses incurred in connection therewith (including reasonable attorneys' fees) (collectively, "Losses") which may result directly or indirectly from any act or omission of UP or its tenants, employees, agents, contractors, invitees, shippers or third parties relating to activities involved in the design and construction of the Dolores Yard Crossover or this Agreement and the use of UP's Portion, including, without limitation, Losses for (i) damage to property, (ii) injury to or death of any person, (iii) a breach by UP of the terms of this Agreement or any other agreement affecting or governing the design and construction of the Dolores Yard Crossover, or of any law, ordinance or regulation, or a failure by UP to obtain or maintain any license, permit, franchise or other governmental approval required by law, or (iv) the presence during the term hereof of UP, its employees, agents, contractors, invitees, shippers or affiliates, or UP trains or equipment on or around the Track or Track Support Structures, it being understood and agreed that all risk of such Losses shall be and is hereby assumed by UP, except to the extent such Losses are the result of the gross negligence or willful misconduct of the Indemnified Party. UP hereby acknowledges and agrees that no approval or consent provided by ACTA pursuant to this Agreement shall relieve UP of its liability obligations hereunder. The provisions of this Section 1(e) shall survive the termination of this Agreement.

(f) Hazardous Substances. As used in this Agreement, the term "Hazardous Substance" means any product, substance, chemical, material or waste, the presence, nature, quantity and/or intensity of which, either by itself or in combination with other materials on UP's Portion, is either: (i) potentially injurious to the public health, safety or welfare, or the environment or UP's Portion; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of the ACTA, the Ports, or BNSF to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, any substance or material deemed hazardous or toxic pursuant to any federal or state statute or regulation. UP shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees at any time to handle, use, manufacture, store, release or dispose of any Hazardous Substances in or about UP's Portion. UP also agrees to provide to ACTA a surety bond to assure removal of such Hazardous Substances from UP's Portion if at any time ACTA demands such bond and in an amount determined by ACTA in its

sole and absolute discretion.

During the design and construction of the Dolores Yard Crossover and UP's use and occupancy of UP's Portion, UP shall notify, in addition to appropriate regulatory agencies, ACTA within two (2) days following the release of any Hazardous Substances onto or from UP's Portion. Upon the release, discharge or spill of any Hazardous Substances arising from or caused by UP, its employees, agents, invitees or affiliated predecessors in interest, UP, at its cost, shall promptly remove and/or remediate and dispose of all such Hazardous Substances in accordance with the provisions below, and restore UP's Portion, to the extent practicable, to the condition it was in prior to the release of the Hazardous Substances.

If UP discovers or believes that any material being excavated from UP's Portion, to the extent such portion is on Port property, contains any Hazardous Substances, UP, at its cost, shall: (i) promptly notify ACTA of UP's discovery or belief; (ii) at the request of ACTA, initiate chemical and/or physical analyses of the suspected Hazardous Substances; (iii) promptly submit all laboratory or other test results upon receipt thereof to ACTA; (iv) develop and submit, for approval by ACTA, a remediation plan providing for the disposal and/or treatment of the hazardous materials; (v) treat and dispose of or remove the Hazardous Substances in accordance with all applicable federal, state and local laws; (vi) if Hazardous Substances are removed, replace the same with clean, structurally suitable fill material and cause the excavation to be backfilled and compacted; and (vii) promptly submit copies of all waste manifests to ACTA. Waste manifests shall identify UP and its contractors, not ACTA, the Ports or BNSF, as the generator of any Hazardous Substances removed pursuant to this provision.

(g) Approvals. UP hereby agrees that it shall obtain and maintain in effect all necessary approvals, consents, permits and licenses with respect to the design, construction, operation and maintenance of the Dolores Yard Crossover, including, without limitation, all necessary approvals under the California Environmental Quality Act (CEQA) and as required by the Ports. Approvals required by the Ports include, without limitation, Harbor Engineer's Permit for railroad elements of the project; joint revocable permits for the relocation of power lines; and joint revocable permits for construction access related to Valero retaining wall.

(h) Ownership of Improvements. UP shall retain ownership of the Dolores Yard Crossover improvements located on UP's property. Nothing in this Agreement shall be construed as granting or reserving to UP any interest or right in the property other than the rights expressly provided by this Agreement. Other than Trackage and Track Support Structures which removal has been provided for in this Agreement, UP shall not direct or remove any Trackage or Track Support Structures on property owned by or licensed to ACTA without ACTA's prior written consent, which consent shall not be unreasonably withheld or delayed.

(i) Invoicing and Payment. ACTA shall invoice UP for all costs and expenses incurred by or on behalf of ACTA in connection with the Dolores Yard Crossover. Within thirty (30) days of receipt of any invoice from ACTA, UP shall tender payment in full to ACTA.

Section 2. References to Dolores Yard South End Connection. The parties hereby agree that the Dolores Yard South End Connection as defined in Section 1(b) shall be deemed part of the Rail Corridor for purposes of the Use and Operating Agreement and all references to the connection at the south end of the Rail Corridor to the Dolores Yard in the Use and Operating Agreement and the UP C&M Agreement shall hereinafter be deemed to refer to the Dolores Yard South End Connection.

Section 3. Effect on Existing Project Agreements. Except as expressly set forth in this Agreement, this Agreement does not and is not intended to amend, change, alter or otherwise modify the provisions of the Use and Operating Agreement or the UP C&M Agreement. To the extent the terms of this Agreement conflict with the provisions of the Use and Operating Agreement, the provisions of the Use and Operating Agreement shall control.

Section 4. Term; Effectiveness. This Agreement shall become effective upon the execution by the parties hereto and shall remain in effect until the date on which the Use and Operating Agreement is terminated or expires.

Section 5. Severability. Each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law to the fullest extent possible. In the event, however, that any provision contained herein shall for any reason be held invalid, illegal or unenforceable in any respect, then, in order to effect the purposes of this Agreement it shall be construed as if such provision had never been contained herein and the remainder of this Agreement shall have full force and effect.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except have additional signature pages executed by other parties to this Agreement attached thereto.

Section 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts-of-law rules and principles of such State.

[Signatures on following page]

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

By: Michael Leue
Michael Leue
Chief Executive Officer

Approved as to form this 29th day
of November, 2021.

By: Heather McCloskey
Name: Heather M. McCloskey
Its: Co-General Counsel

Digitally signed by Heather
McCloskey
Date: 2021.11.29 08:15:29 -08'00'

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

Approved as to form this _____ day
of _____, 2021.

By: _____
Michael Leue
Chief Executive Officer

By: _____
Name: _____
Its: _____

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this 2 day
of Aug, 2021.

By: _____
Name: Eugene D. Seroka
Its: Executive Director

By: _____
Name: Janna Sidley
Its: General Counsel

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Eric
Name: ERIC GEHRINGER
Its: EVPO

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

Approved as to form this _____ day
of _____, 2021.

By: _____
Michael Leue
Chief Executive Officer

By: _____
Name: _____
Its: _____

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this 1 day
of July, 2021.

By: Mario Cordero
Name: Mario Cordero
Its: Executive Director

By: Lauren Misason
Name: LAUREN MISASON
Its: DEPUTY CITY ATTORNEY

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

Approved as to form this _____ day
of _____, 2021.

By: _____
Michael Leue
Chief Executive Officer

By: _____
Name: _____
Its: _____

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: *Sarah W. Bailiff*
Name: SARAH W. BAILIFF
Its: AVP CONTRACTS & JOINT FACILITIES

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute it as of the day and year first above written.

ALAMEDA CORRIDOR
TRANSPORTATION
AUTHORITY, a Joint Powers Authority

Approved as to form this _____ day
of _____, 2021.

By: _____
Michael Leue
Chief Executive Officer

By: _____
Name: _____
Its: _____

THE CITY OF LOS ANGELES, acting by
and through its Board of Harbor
Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

THE CITY OF LONG BEACH, acting by and
through its Board of Harbor Commissioners

Approved as to form this _____ day
of _____, 2021.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

The BNSF RAILWAY COMPANY,
a Delaware corporation

By: _____
Name: _____
Its: _____

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: Eric
Name: ERIC GERRINGER
Its: EVPO

Figure A

Map of Dolores Yard Crossover Project

DOLORES YARD CROSSOVER PROJECT
FIGURE A

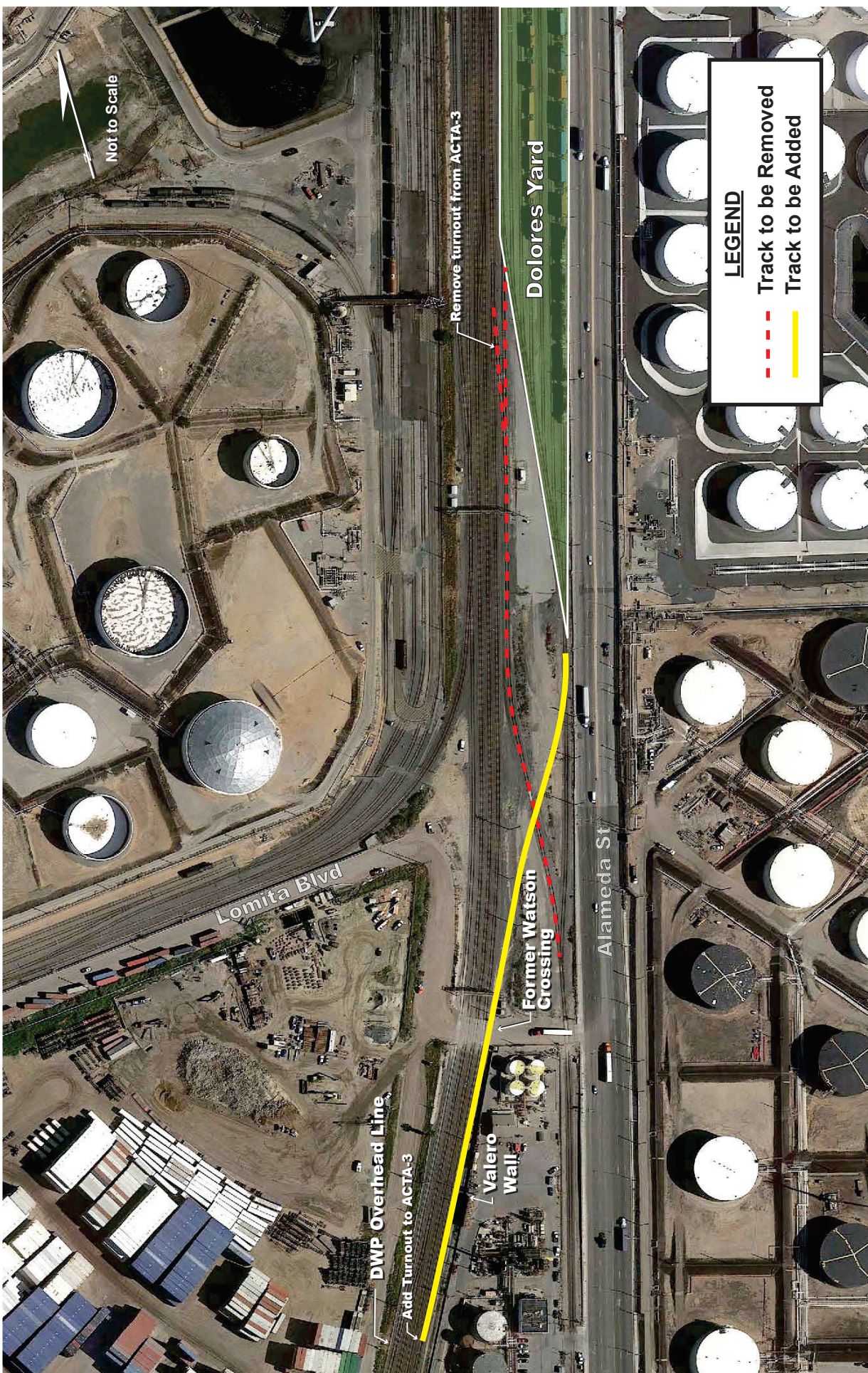


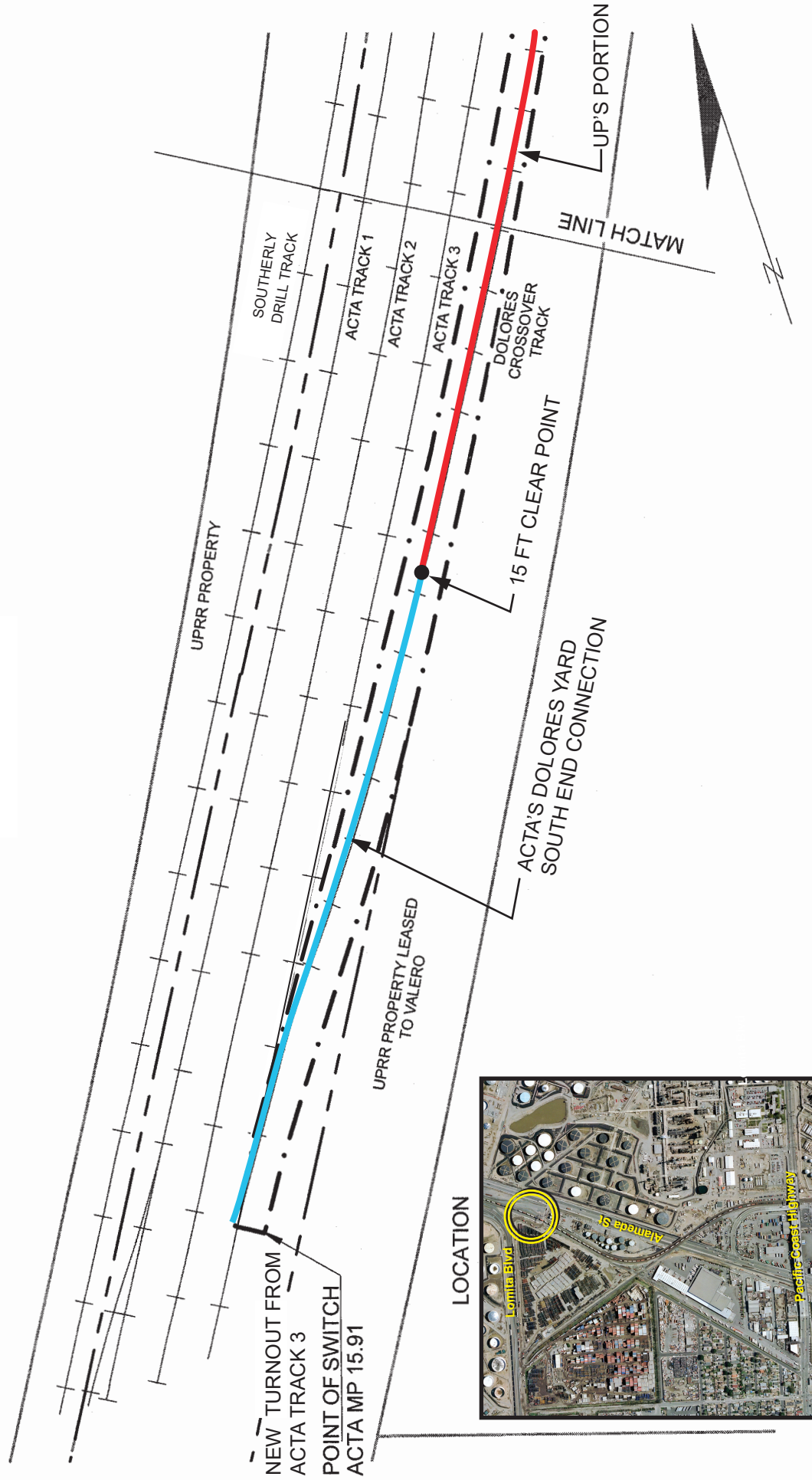
Figure B

Dolores Yard Crossover Project

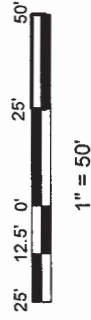
Showing Joint Ports Property and

Delineating ACTA's and UP's Portions

FIGURE B
SHEET 1 OF 2



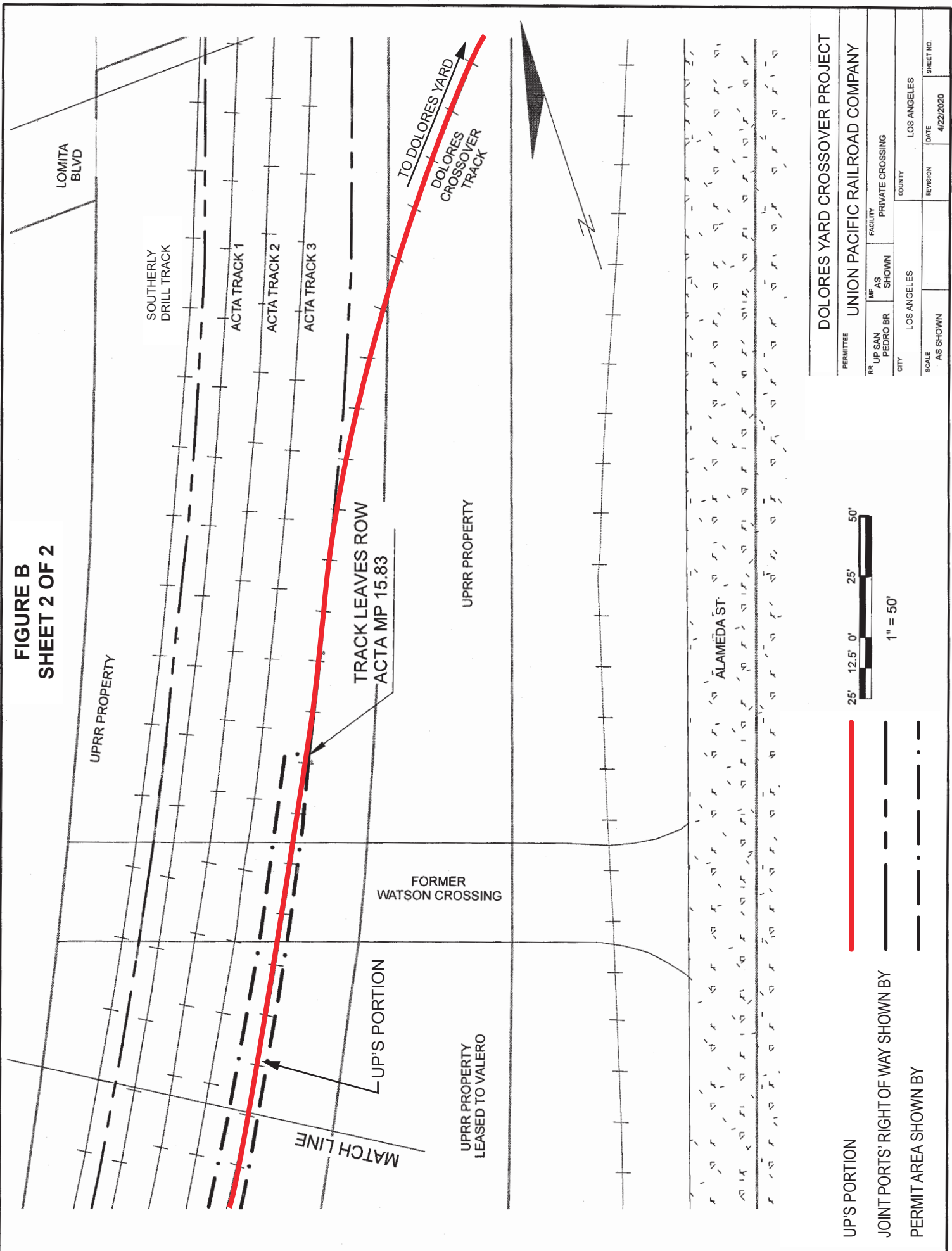
- ACTA'S PORTION
- UP'S PORTION
- JOINT PORTS' RIGHT OF WAY SHOWN BY
- PERMIT AREA SHOWN BY



PERMIT AREA ON PORTS' ROW:
500 FT +/- LONG BY VARIABLE WIDTH
6,510 +/- SQ. FT. AREA

DOLORES YARD CROSSOVER PROJECT									
PERMITTEE		UNION PACIFIC RAILROAD COMPANY							
RR	SP SAN PEDRO BR	MP	AS SHOWN	FACILITY		SWITCH, TURNOUT, AND TRACK			
CITY	LOS ANGELES			COUNTY		LOS ANGELES			
SCALE	AS SHOWN	REVISION		DATE		SHEET NO.			
				4/22/2020					

FIGURE B
SHEET 2 OF 2



DOLORES YARD CROSSOVER PROJECT

PERMITTEE		UNION PACIFIC RAILROAD COMPANY			
RR	UP SAN PEDRO BR	MP	AS SHOWN	FACILITY	PRIVATE CROSSING
CITY	LOS ANGELES	COUNTY	LOS ANGELES	DATE	4/22/2020
SCALE	AS SHOWN	REVISION		SHEET NO.	

UP'S PORTION

JOINT PORTS' RIGHT OF WAY SHOWN BY

PERMIT AREA SHOWN BY

Exhibit B

Dolores Yard Crossover Project
Schedule, Scope of Work and Budget Estimate
for
ACTA's Work

Alameda Corridor Transportation Authority

Schedule for Construction Related Activities
for ACTA's Work

PROJECT: Dolores Yard Crossover Project

ACTA Engineering

Pre-construction Design Review

Effective date through start of construction (est. 3 months)

Construction Monitoring/Close-out Approval

Start of Construction through close-out (est. 6 months)

Administration

Effective date through close-out (est. 9 months)

Railworks Construction

Start of Construction through close-out (est. 6 months)

Pacific Railway Enterprises Work

Start of Construction through close-out (est. 6 months)

Alameda Corridor Transportation Authority
Scope of Work and Budget for Construction Related Activities
for ACTA's Work

PROJECT: Dolores Yard Crossover Project

ACTA Engineering

Pre-construction Design Review	20,000.00
Construction Close-out Approval	25,000.00
Administration (contract management, accounts payable)	15,000.00

Railworks Labor, Material and Equipment

Flagging & Construction	196,498.84
Weld Kits	4,125.00
Rental Equipment	29,900.00

Railworks Subcontractors

	Costs include mark-up
Hutcher (Concrete Panel Hoisting Services)	105,000.00
Surfacing Crew for Turnout Installation (1 day Travel, 2 days Tamp)	26,276.25
Highball Signal, Inc.	459,553.50
Fencing & Traffic Control (allowance for services as needed)	50,000.00

Pacific Railway Enterprises, Inc.

Final Signal Design for the various Control Points and Software Development	133,220.68
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Construction Estimate Total

1,064,574.27

Mike Leue – Chief Executive Officer
Alameda Corridor Transportation Authority
3760 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

November 16, 2021

Subject: Agreement C0885
Serial Letter 431-01-19001-010

Re: Dolores Crossover Installation – Revised Budgetary Estimate

Mr. Leue,

RailWorks is issuing this letter as Rough Order of Magnitude (ROM) pricing to complete the track and signal work associated with the work UPRR is proposing for the Dolores Crossover installation. Below you will find a scope of work that we have based our pricing on.

Scope of Work: RailWorks budgetary estimate includes supervision, labor, supplies, equipment and the materials identified below to complete the following tasks.

1. Panelize and weld together a No. 11 turnout on a turnout installation pad that is constructed adjacent to the installation location by others. RailWorks assumes that the grading contractor hired by the UPRR to perform all site work will be best equipped to complete this task.
2. Remove sufficient track from Main 3 at the proposed turnout location, perform minor grading of the existing ballast section to support installation of the new turnout and install the new turnout. RailWorks will provide temporary jointed connections at each end of the turnout, dump ballast, and provide an initial surfacing pass through the turnout. Main Track 3 will be placed back into service after the installation to allow for some revenue service if needed.
3. RailWorks will return to perform a final surfacing through the turnout and then thermally re-adjust the track and make the closure welds at each end of the turnout.
4. RailWorks will remove the existing concrete grade crossing panels through Main Track 3 at Watson Road crossing to Raise Track to the design elevation provided in the plans. RailWorks will then re-install the previously removed concrete panels and re-open the crossing.
5. RailWorks will remove the No. 14 turnout that accesses Watson Yard from Main Track 3 and install a track panel to fill the void left by the removed turnout then dump ballast and make initial surfacing passes. RailWorks will return the following day to re-surface through the track location, thermally re-adjust the rails, and make all closure welds.
6. RailWorks has added a subcontractor to handle the concrete panels to avoid damage to adjacent tracks and provide for a timelier installation of all panels.
7. RailWorks pricing includes all signal work identified on the plans being completed by Corridor maintenance subcontractor Highball Signal.

Clarifications:

1. All materials except thermite weld kits are to be provided by UPRR.
2. All spoils from removed track and turnouts will be left on site for disposal by UPRR.
3. All survey and construction staking to be provided by others.

4. All budgetary pricing based on work being completed during the normal work week, Monday through Friday and during regular business hours without overtime considered except for the days we are installing track panels or have returned to surface and re-adjust.
5. RailWorks estimate only includes the scope identified as "By ACTA" on the Issued for Permitting plans dated 5/12/2021.
6. All work will be billed upon completion in accordance with the procedures set forth in the agreement. RailWorks considers this to be a unique scope of work and it should not fall into a regular billing cycle that may be delayed due to ongoing invoicing issues.
7. All track materials removed during track removals will be transported to ACTA Foote Avenue Yard for staging.

Total This Budgetary Proposal: \$ 821,353.59

Please see the attached cost detail for review. The total from the detail contained within the Highball Signal estimate is contained within the RailWorks estimate totaling the budgetary price above.

Please contact me at (310) 904-9141 or via email sent to jmccormack@railworks.com if you have any questions.

Thank you,

Josh McCormack

Josh McCormack
Contract Manager

Cc: EG, File

Cost
Code

Description

CTO - UPRR Watson Road Connection	U of M	QTY	Rate	Split	Total
Remove No. 14 Concrete Turnout Panel & Install 176 TF					
Superintendent	Hour	16	\$ 130.03	100%	\$ 2,080.48
Foreman	Hour	16	\$ 94.36	100%	\$ 1,509.76
Assistant Foreman	Hour	16	\$ 92.86	100%	\$ 1,485.76
Laborers	Hour	96	\$ 86.88	100%	\$ 8,340.48
Operators	Hour	64	\$ 115.94	100%	\$ 7,420.16
Superintendent Truck	Hour	16	\$ 13.00	100%	\$ 208.00
Foreman Truck	Hour	16	\$ 26.00	100%	\$ 416.00
Asst. Foreman Truck	Hour	16	\$ 13.00	100%	\$ 208.00
De-Stress While Making Final Welds					
Superintendent	Hour	8	\$ 130.03	100%	\$ 1,040.24
Foreman	Hour	8	\$ 94.36	100%	\$ 754.88
Assistant Foreman	Hour	8	\$ 92.86	100%	\$ 742.88
Laborers	Hour	32	\$ 86.88	100%	\$ 2,780.16
Operators	Hour	8	\$ 115.94	100%	\$ 927.52
Superintendent Truck	Hour	8	\$ 13.00	100%	\$ 104.00
Foreman Truck	Hour	8	\$ 26.00	100%	\$ 208.00
Asst. Foreman Truck	Hour	8	\$ 13.00	100%	\$ 104.00
Weld Track During Destressing - 4 Welds					
Welder	Hour	12	\$ 91.37	100%	\$ 1,096.44
Welder Helper	Hour	12	\$ 86.88	100%	\$ 1,042.56
Welding Truck	Hour	12	\$ 36.00	100%	\$ 432.00
Remove and Re-Install Watson Crossing Panels on MT3 to R & T					
Superintendent	Hour	16	\$ 130.03	100%	\$ 2,080.48
Foreman	Hour	16	\$ 94.36	100%	\$ 1,509.76
Assistant Foreman	Hour	16	\$ 92.86	100%	\$ 1,485.76
Laborers	Hour	64	\$ 86.88	100%	\$ 5,560.32
Operators	Hour	32	\$ 115.94	100%	\$ 3,710.08
Superintendent Truck	Hour	16	\$ 13.00	100%	\$ 208.00
Foreman Truck	Hour	16	\$ 26.00	100%	\$ 416.00
Asst. Foreman Truck	Hour	16	\$ 13.00	100%	\$ 208.00
Weld Track During Destressing - 4 Welds					
Welder	Hour	12	\$ 91.37	100%	\$ 1,096.44
Welder Helper	Hour	12	\$ 86.88	100%	\$ 1,042.56
Welding Truck	Hour	12	\$ 36.00	100%	\$ 432.00
Assemble No. 11 Concrete Tie Turnout for Install as Panel					
Superintendent	Hour	32	\$ 130.03	100%	\$ 4,160.96
Foreman	Hour	32	\$ 94.36	100%	\$ 3,019.52
Assistant Foreman	Hour	32	\$ 92.86	100%	\$ 2,971.52
Laborers	Hour	120	\$ 86.88	100%	\$ 10,425.60
Operators	Hour	32	\$ 115.94	100%	\$ 3,710.08
Grapple Truck	Hour	32	\$ 55.00	100%	\$ 1,760.00
Superintendent Truck	Hour	32	\$ 13.00	100%	\$ 416.00
Foreman Truck	Hour	32	\$ 26.00	100%	\$ 832.00
Asst. Foreman Truck	Hour	32	\$ 13.00	100%	\$ 416.00
Weld Panels - Based on 12 Interior Welds					
Superintendent	Hour	32	\$ 130.03	100%	\$ 4,160.96
Foreman	Hour	32	\$ 94.36	100%	\$ 3,019.52
Welder	Hour	32	\$ 91.37	100%	\$ 2,923.84
Welder Helper	Hour	32	\$ 86.88	100%	\$ 2,780.16
Superintendent Truck	Hour	32	\$ 13.00	100%	\$ 416.00
Foreman Truck	Hour	32	\$ 26.00	100%	\$ 832.00
Welding Truck	Hour	32	\$ 36.00	100%	\$ 1,152.00

Install No. 11 Concrete Turnout Panel						
Superintendent	Hour	12	\$	130.03	100%	\$ 1,560.36
Foreman	Hour	12	\$	94.36	100%	\$ 1,132.32
Assistant Foreman	Hour	12	\$	92.86	100%	\$ 1,114.32
Laborers	Hour	72	\$	86.88	100%	\$ 6,255.36
Operators	Hour	48	\$	115.94	100%	\$ 5,565.12
Superintendent Truck	Hour	12	\$	13.00	100%	\$ 156.00
Foreman Truck	Hour	12	\$	26.00	100%	\$ 312.00
Asst. Foreman Truck	Hour	12	\$	13.00	100%	\$ 156.00
Return to Re-Tamp and Final Surface Through Main Route (#11 and Panel)						
Superintendent	Hour	8	\$	130.03	100%	\$ 1,040.24
Foreman	Hour	8	\$	94.36	100%	\$ 754.88
Assistant Foreman	Hour	8	\$	92.86	100%	\$ 742.88
Laborers	Hour	32	\$	86.88	100%	\$ 2,780.16
Operators	Hour	8	\$	115.94	100%	\$ 927.52
Superintendent Truck	Hour	8	\$	13.00	100%	\$ 104.00
Foreman Truck	Hour	8	\$	26.00	100%	\$ 208.00
Asst. Foreman Truck	Hour	8	\$	13.00	100%	\$ 104.00
De-Stress While Making Final Welds						
Superintendent	Hour	8	\$	130.03	100%	\$ 1,040.24
Foreman	Hour	8	\$	94.36	100%	\$ 754.88
Assistant Foreman	Hour	8	\$	92.86	100%	\$ 742.88
Laborers	Hour	32	\$	86.88	100%	\$ 2,780.16
Operators	Hour	8	\$	115.94	100%	\$ 927.52
Superintendent Truck	Hour	8	\$	13.00	100%	\$ 104.00
Foreman Truck	Hour	8	\$	26.00	100%	\$ 208.00
Asst. Foreman Truck	Hour	8	\$	13.00	100%	\$ 104.00
Connection Welds - 4 Welds						
Superintendent	Hour	8	\$	130.03	100%	\$ 1,040.24
Foreman	Hour	8	\$	94.36	100%	\$ 754.88
Welder	Hour	8	\$	91.37	100%	\$ 730.96
Welder Helper	Hour	8	\$	86.88	100%	\$ 695.04
Superintendent Truck	Hour	8	\$	13.00	100%	\$ 104.00
Foreman Truck	Hour	8	\$	26.00	100%	\$ 208.00
Welding Truck	Hour	8	\$	36.00	100%	\$ 288.00
Flagger	Hour	320	\$	94.36	100%	\$ 30,195.20
Flagger Truck	Hour	320	\$	13.00	100%	\$ 4,160.00
Signal Support with Combination Backhoe (Operator)	Hour	320	\$	115.94	100%	\$ 37,100.80
<i>Labor & Equipment Equipment Sub-Total</i>						\$ 196,498.84
Rental Equipment and Supplies						
Front End Loader	Week	6	\$	2,500.00	100%	\$ 15,000.00
Mobilizations - Loader	Ea	4	\$	2,400.00	100%	\$ 9,600.00
Welding Supplies	EA	28	\$	50.00	100%	\$ 1,400.00
<i>Rental Equipment Sub-Total</i>						\$ 26,000.00
Subcontractor						
Hulcher (Concrete Panel Hoisting Services)	LS	2	\$	50,000.00	100%	\$ 100,000.00
Surfacing Crew for Turnout Installation (1 day Travel, 2 Days Tamp)	Day	5	\$	5,005.00	100%	\$ 25,025.00
Signal Subcontractor	LS	1	\$	437,670.00	100%	\$ 437,670.00
<i>Subcontractor Sub-Total</i>						\$ 562,695.00
Materials						
Weld Kits	EA	30	\$	125.00	100%	\$ 3,750.00
						\$ -
<i>Material Sub-Total</i>						\$ 3,750.00

Self-Perform	0%	with Markup:	\$ 196,498.84
Subcontract	5%	with Markup:	\$ 590,829.75
Rental Equipment	15%	with Markup:	\$ 29,900.00
Materials	10%	with Markup:	\$ 4,125.00
TOTAL:			\$ 821,353.59

Cost
Code

Description

CTO - UPRR Watson Road Connection - Highball Signal	U of M	QTY	Rate	Split	Total
Relocate CP Thenard and Watson Crossing House					
Signal Test Maintainer	Hour	40	\$ 111.00	100%	\$ 4,440.00
Signal Maintainer	Hour	240	\$ 109.00	100%	\$ 26,160.00
Signal Test Maintainer - OT	Hour	10	\$ 164.00	100%	\$ 1,640.00
Signal Maintainer - OT	Hour	10	\$ 161.00	100%	\$ 1,610.00
Signal Test Maintainer & Maintainer Vehicles	Hour	300	\$ 14.00	100%	\$ 4,200.00
Install New Signal Cable to Watson Road and CP Thenard					
Signal Test Maintainer	Hour	80	\$ 111.00	100%	\$ 8,880.00
Signal Maintainer	Hour	480	\$ 109.00	100%	\$ 52,320.00
Signal Test Maintainer - OT	Hour	20	\$ 164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$ 161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	600	\$ 14.00	100%	\$ 8,400.00
Terminate New Signal Cable at CP Thenard and Watson Crossing					
Signal Test Maintainer	Hour	80	\$ 111.00	100%	\$ 8,880.00
Signal Maintainer	Hour	480	\$ 109.00	100%	\$ 52,320.00
Signal Test Maintainer - OT	Hour	20	\$ 164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$ 161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	600	\$ 14.00	100%	\$ 8,400.00
Install and Wire New Signal Material for Control Point and Crossing					
Signal Test Maintainer	Hour	80	\$ 111.00	100%	\$ 8,880.00
Signal Maintainer	Hour	480	\$ 109.00	100%	\$ 52,320.00
Signal Test Maintainer - OT	Hour	20	\$ 164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$ 161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	600	\$ 14.00	100%	\$ 8,400.00
Install and Wire New Switch					
Signal Test Maintainer	Hour	32	\$ 111.00	100%	\$ 3,552.00
Signal Maintainer	Hour	192	\$ 109.00	100%	\$ 20,928.00
Signal Test Maintainer - OT	Hour	20	\$ 164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$ 161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	264	\$ 14.00	100%	\$ 3,696.00
CAD Weld All New Track Wires					
Signal Test Maintainer	Hour	24	\$ 111.00	100%	\$ 2,664.00
Signal Maintainer	Hour	144	\$ 109.00	100%	\$ 15,696.00
Signal Test Maintainer - OT	Hour	10	\$ 164.00	100%	\$ 1,640.00
Signal Maintainer - OT	Hour	10	\$ 161.00	100%	\$ 1,610.00
Signal Test Maintainer & Maintainer Vehicles	Hour	188	\$ 14.00	100%	\$ 2,632.00

Install New Software at CP Long Beach, Sepulveda, and BNSF Junction						
Signal Test Maintainer	Hour	24	\$	111.00	100%	\$ 2,664.00
Signal Maintainer	Hour	144	\$	109.00	100%	\$ 15,696.00
Signal Test Maintainer - OT	Hour	10	\$	164.00	100%	\$ 1,640.00
Signal Maintainer - OT	Hour	10	\$	161.00	100%	\$ 1,610.00
Signal Test Maintainer & Maintainer Vehicles	Hour	188	\$	14.00	100%	\$ 2,632.00
Install New Signal Equipment at CP Long Beach & Sepulveda						
Signal Test Maintainer	Hour	40	\$	111.00	100%	\$ 4,440.00
Signal Maintainer	Hour	240	\$	109.00	100%	\$ 26,160.00
Signal Test Maintainer - OT	Hour	20	\$	164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$	161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	320	\$	14.00	100%	\$ 4,480.00
Test & Commission						
Signal Test Maintainer	Hour	40	\$	111.00	100%	\$ 4,440.00
Signal Maintainer	Hour	240	\$	109.00	100%	\$ 26,160.00
Signal Test Maintainer - OT	Hour	20	\$	164.00	100%	\$ 3,280.00
Signal Maintainer - OT	Hour	20	\$	161.00	100%	\$ 3,220.00
Signal Test Maintainer & Maintainer Vehicles	Hour	320	\$	14.00	100%	\$ 4,480.00
						\$ -
Materials	LS	1	\$	5,000.00	100%	\$ 5,000.00
						\$ -
<i>(Included in RWKS Cost Sheet) Subcontractor Sub-Total</i>						\$ 437,670.00
<i>RailWorks Labor & Equipment Equipment Sub-Total</i>						\$ -
Rental Equipment and Supplies						
						\$ -
						\$ -
						\$ -
<i>Rental Equipment Sub-Total</i>						\$ -
Subcontractor						
						\$ -
						\$ -
						\$ -
<i>Subcontractor Sub-Total</i>						\$ -
Materials						
						\$ -
						\$ -
<i>Material Sub-Total</i>						\$ -

Self-Perform	0%	with Markup:	\$ -
Subcontract	5%	with Markup:	\$ 459,553.50
Rental Equipment	15%	with Markup:	\$ -
Materials	10%	with Markup:	\$ -
TOTAL:			\$ 459,553.50

PACIFIC RAILWAY ENTERPRISES, INC.
SCOPE OF SERVICES
DOLORES YARD FINAL DESIGN AND CONSTRUCTION

Final Design services shall include the following:

- Finalize detailed design drawings for Control Point West Thenard, Watson Crossing (Lomita Blvd.) and Control Point Sepulveda based upon the Union Pacific Dolores Yard Crossover project plans.
- Submit PDF and CAD files to ACTA of the finalized design drawings for their use.

Application Software services shall include the following:

- Develop application software modifications for CP Thenard and CP Sepulveda.
- Simulate application software.
- Provide EPROMs and application books to the field forces.
- Provide software support in the field during in-service testing.

Field Support services shall include the following:

- Provide railroad signal construction support in the field daily.
- Projected at 8 weeks or 40 workdays of support at 10 hours per day.
- Oversee field forces during construction and report progress to ACTA and the Contractor's Signal Manager.
- Provide direction to field forces upon approval by Contractor's Signal Manager during construction.

As-Built services shall include the following:

- Receive redline field plans and as-build CAD files.
- Provide a PDF to the field forces for inclusion at the affected locations.
- Provide a PDF and CAD files to ACTA for their use.

Design Schedule:

- Pre-Final Submittal – 45 working days from NTP.
- Final Submittal – 15 working days from Pre-Final comments receipt.

Assumptions:

- Pacific Railway Enterprises, Inc.'s (PRE) work does not include activities in conjunction with civil, structural, mechanical or architectural engineering.
- Permits are not required for the PRE team's scope of work.
- PRE personnel shall be provided access to all existing railroad signal facilities.

PACIFIC RAILWAY ENTERPRISES, INC.
DOLORES YARD FINAL DESIGN AND CONSTRUCTION
FEE PROPOSAL
10/20/2020

	Sr. Systems Engr	Sr. Railroad Sys. Tech IV	Sr. Railroad Sys. Tech III	Sr. Railroad Systems Tech II	Sr. Railroad Systems Tech I	Signal Designer II	TOTAL COST - LABOR
RATE	\$ 265.03	\$ 227.83	\$ 192.96	\$ 160.41	\$ 148.79	\$ 69.74	
FINAL DESIGN	8	24	20	120		180	\$ 43,249.76
APPLICATION SOFTWARE			132				\$ 25,470.72
FIELD SUPPORT					400		\$ 59,516.00
AS-BUILT		4		8		40	\$ 4,984.20
SUBTOTAL	<u>\$ 2,120.24</u>	<u>\$ 6,379.24</u>	<u>\$ 29,329.92</u>	<u>\$ 20,532.48</u>	<u>\$ 59,516.00</u>	<u>\$ 15,342.80</u>	<u>\$ 133,220.68</u>
OTHER DIRECT COSTS	Mileage per IRS Rate						
						Total	<u>\$ 133,220.68</u>