

**REIMBURSEMENT AGREEMENT  
PRELIMINARY ENGINEERING SERVICES**

**Effective Date: 10/25/2023**

**Estimate: \$50,000.00**

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF REDWOOD CITY, CALIFORNIA (**Agency**).

**RECITALS**

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**the Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's 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 Railroad facilities and operations; (b) Railroad 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 Railroad and/or Railroad's 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, Railroad will provide (and/or will cause its third-party consultant to 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, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE 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 PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

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

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

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 REDWOOD CITY, CALIFORNIA**

**UNION PACIFIC RAILROAD COMPANY,**  
a Delaware Corporation

*Melina Stevenson Diaz*

DocuSigned by:  
*Amber Stoffels*

Signature

Signature

*Melissa Stevenson Diaz*

Amber Stoffels

Printed Name

Printed Name

*City Manager*

Manager I, Engineering – Public Projects

Title

Title

ATTEST:

*Yessika Castro*

Signature

*YESSIKA CASTRO, INTERIM CITY CLERK*

Printed Name, Title

## Exhibit A Project Description and Location

### Project Description

City of Redwood City, CA proposes to reconfigure the existing interchange SE of Bayshore Freeway (DOT 754966Y) to relieve traffic congestion, with additional impacts to the crossings at their respective locations referred to below.

### Location

Redwood Harbor Ind. Ld.

DOT	Crossing Type	Milepost	Street Name
754966Y	Public	27.24	Bayshore Freeway
754965S	Public	27.214	US-101
754963D	Public	27.123	Veterans Boulevard
748351T	Public	27.33	Stein Am Rhein Court

## **Exhibit B Scope of Project Services**

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

## Exhibit C Billing Contact Information

<b>Name</b>	Melissa Stevenson Diaz
<b>Title</b>	City Manager
<b>Address</b>	1017 Middlefield Road, Redwood City, CA, 94063
<b>Work Phone</b>	(650) 780-7301
<b>Cell Phone</b>	
<b>Email</b>	mdiaz@redwoodcity.org
<b>Agency Project No.</b>	

**Certificate Of Completion**

Envelope Id: CF04606BE8534522A94430E61254C585	Status: Completed
Subject: Please Review & Execute: PE > CA > REDWOOD CITY > DOT 748351T/DOT 754966Y/DOT 754963D/DOT 754965S	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Alex Campbell
Time Zone: (UTC-06:00) Central America	1400 Douglas St MS910
	Omaha, NE 68179
	acampbe@upcontractor.up.com
	IP Address: 69.58.206.114

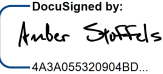
**Record Tracking**

Status: Original	Holder: Alex Campbell	Location: DocuSign
10/25/2023 2:05:47 PM	acampbe@upcontractor.up.com	

**Signer Events**

Amber Stoffels  
 amber.stoffels@up.com  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 4A3A055320904BD...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.47.158.210

**Timestamp**

Sent: 10/25/2023 2:30:54 PM  
 Viewed: 10/25/2023 2:34:40 PM  
 Signed: 10/25/2023 2:35:43 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/25/2023 2:34:40 PM  
 ID: 5c0fdedd-ba71-42ef-8409-cbb55cd8f6e6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

**Carbon Copy Events**

Melissa Stevenson Diaz  
 mdiaz@redwoodcity.org  
 Security Level: Email, Account Authentication (None)

**Status**

**COPIED**

**Timestamp**

Sent: 10/25/2023 2:35:44 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

TREVOR Taylor  
 TTaylor@benesch.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/25/2023 2:35:44 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/18/2023 8:17:22 AM  
 ID: 5c2d26ea-425b-4c83-8454-e1f1d01520e6

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/25/2023 2:30:54 PM
Certified Delivered	Security Checked	10/25/2023 2:34:40 PM
Signing Complete	Security Checked	10/25/2023 2:35:43 PM
Completed	Security Checked	10/25/2023 2:35:44 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Union Pacific Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Union Pacific Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (402) 544-3331

To contact us by email send messages to: [acampbe@upcontractor.up.com](mailto:acampbe@upcontractor.up.com)

### **To advise Union Pacific Corporation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [acampbe@upcontractor.up.com](mailto:acampbe@upcontractor.up.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Union Pacific Corporation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [acampbe@upcontractor.up.com](mailto:acampbe@upcontractor.up.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Union Pacific Corporation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [acampbe@upcontractor.up.com](mailto:acampbe@upcontractor.up.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Union Pacific Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Union Pacific Corporation during the course of your relationship with Union Pacific Corporation.