

**IMPROVEMENTS TO EXISTING PUBLIC ROAD AT GRADE CROSSING
FOR PUBLIC PEDESTRIAN CROSSING, DOT 440571H
M.P. 238.44 WYNNE SUBDIVISION
JONESBORO, ARKANSAS**

THIS AGREEMENT, executed in duplicate this ___ day of _____, _____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"), and CITY OF **Jonesboro**, a municipal corporation of the State of **Arkansas** ("Political Body").

RECITALS:

Political Body has requested Railroad to improve the existing **Public Pedestrian** crossing, at grade, along, over and across Railroad's track and right of way at Railroad Mile Post **238.44**, on Railroad's **Wynne** Subdivision, DOT No. 440571, in City of **Jonesboro, Craighead** County, State of Arkansas (the "Crossing"), to which Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

The location of the Crossing is generally shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. Railroad shall furnish all labor, material, equipment and supervision for, and shall (a) remove the existing timber crossing, (b) install an **8** ft. precast concrete crossing, (c) renew the crossties, and (d) surface the track with new ballast.

2. Political Body agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's actual labor and material costs associated with the work and materials described in Section 1 above. Railroad estimates such cost to be **Seventeen** Thousand **Nine** Hundred and **Ninety-Two** Dollars (**\$17,992.00**), as set forth in Estimate of Material and Force Account dated April 01, 2017 marked **Exhibit B**, hereto attached and hereby made a part hereof. During the performance of such work Railroad will provide progressive billing to Political Body based on Railroad's actual costs. Actual costs to Railroad shall include customary additives (which includes its overhead and indirect construction costs) to materials, services and labor provided by Railroad. Within One Hundred Twenty (120) days after Railroad has completed its work, Railroad will submit a final billing to Political Body for any balance owed. Political Body shall pay Railroad within thirty (30) days of its receipt of progressive and final bills submitted by Railroad.

3. Railroad, at its cost, shall maintain the Crossing between the track tie ends and Political Body, at its cost, shall maintain all other portions of the Crossing. If, in the future, Political Body elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than concrete, Railroad, at the Political Body's expense, shall install such replacement surfacing.

4. Political Body, at its cost, shall provide all labor, material and equipment associated with traffic control, barricades, detour signing, advanced warning signs and pavement markings. All such work shall be in compliance with the current Manual on Uniform Traffic Control Devices.

5. If Political Body's contractor(s) is/are performing any work described in Section 4 above, then Political Body shall require its contractor(s) to execute Railroad's standard and current form of

Contractor's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement and to obtain and provide to Railroad the insurance policies, binders, certificates and endorsements that are required in the Contractor's Right of Entry Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement and providing the aforesaid insurance documents.

6. Fiber optic cable systems may be buried on 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. Political Body or its contractor(s) shall 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 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by Political Body or its contractor(s). If it is, Political Body or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises.

7. Political Body, 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. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to Railroad.

9. Political Body hereby confirms that funds have been appropriated for the work set forth in this Agreement.

10. The person signing this Agreement on behalf of Political Body hereby confirms that he/she is authorized under Political Body policies and procedures to execute this Agreement and to bind Political Body to the obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF JONESBORO

By _____

By: _____

Title: _____

Title: _____

ATTEST:

By: _____

Title: _____