

**RAILROAD ENGINEERING CONTRACT**

**PARK BOULEVARD RAILROAD GRADE SEPARATION**

**COLLIN COUNTY, TEXAS**

STATE OF TEXAS

COUNTY OF COLLIN

This CONTRACT is made and entered into by and between the Collin County, a political subdivision of State of Texas (the "**COUNTY**"), acting by and through the duly-authorized Collin County Commissioners Court, whose address is 2300 Bloomdale Road, Suite 4192, McKinney, TX 75071, and The Kansas City Southern Railway Company, (the "**RAILROAD**"), duly registered to do business in the State of Missouri, whose address for mailing is 427 West 12<sup>th</sup> Street, Kansas City, MO 64105, sometimes both referred to herein as "**Parties**", effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the COUNTY has laid out and proposes to construct a section of that certain public roadway which has been designated as Park Boulevard, which as proposed, will pass over the track and across the right of way of the RAILROAD at roadway Survey Station 288+50.00 and approximate Railroad Survey Station 4081+09, and approximate Railroad Milepost T200.1 on the RAILROAD's Greenville Subdivision, which point is the intersection of the proposed centerline of Park Boulevard with the centerline of the RAILROAD's track, near Wylie, Texas, herein referenced to as "**PROJECT**"; and,

WHEREAS, the parties hereto deem it necessary for the Railroad to review engineering plans for portion of the PROJECT that affects the Railroad.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements of the parties hereto contained, to be kept and performed by the parties hereto, it is hereby agreed as follows:

A. The COUNTY has requested that the RAILROAD proceed with certain necessary engineering and/or design services for the PROJECT to facilitate the parties' considerations of the PROJECT and shall be undertaken by the parties hereto upon and in accordance with the following terms, conditions and provisions.

1. The work to be done by the RAILROAD under this Contract shall consist of:
  - i. Review and approval of preliminary and final engineering and design plans, specifications, drawings, contracts and other documents pertaining to the PROJECT,
  - ii. Preparation of cost estimates for the RAILROAD's work in connection with the PROJECT,
  - iii. Review of construction cost estimates, site surveys, assessments, right of way easements and licenses, studies, contracts and related construction

documents submitted to the RAILROAD by the COUNTY for the PROJECT. Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the PROJECT,

iv. Construction Monitoring, and

v. Post Construction Inspection for final acceptance.

2. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Contract, the RAILROAD signifies only that the plans and the PROJECT proposed to be constructed in accordance with the plans satisfy the RAILROAD's requirements.

3. Nothing contained in this Contract shall be deemed to constitute the RAILROAD's approval of or consent to the construction of the PROJECT, which approval or consent may be withheld for any reason directly or indirectly related to safety of the RAILROAD's operations, property, or facilities. The PROJECT, if constructed, is to be constructed, under a separate Crossing Contract to be executed by the Parties at a future date.

4. The estimated cost of work to be performed by the RAILROAD for engineering services for the account of the COUNTY is **\$36,500.00**, as shown on the attached estimate attached hereto as **Exhibit A** and made a part hereof. It is clearly understood by the parties hereto that this is an estimate only; the COUNTY agrees to pay for all reimbursable charges necessitated by its work in the vicinity of the track and the RAILROAD agrees to furnish the services required. Approval of charges will require supporting documents verifying hours charged from the RAILROAD. The supporting documents must be in the form of approved time sheets or time reports. Documentation for expense charges will include signed copies of the expense accounts showing the days worked, charges for meals, accommodations and miles traveled.

5. For all items of work and expense authorized by this Contract, the RAILROAD shall invoice the COUNTY in care of:

Jeff Durham  
Collin County Engineering  
4690 Community Ave., Suite 200  
McKinney, TX 75071  
Ph: 972-548-3723  
Jeff Durham (jdurham@co.collin.tx.us)

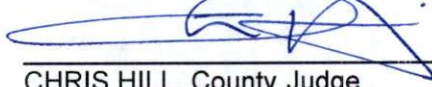
B. It is understood that the PROJECT herein contemplated is to be financed from funds appropriated by the COUNTY; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all laws, rules, regulations, orders and approvals applying to it; and that the COUNTY shall reimburse the RAILROAD for only such items of work and expense as are properly authorized, and in such amounts and forms as are proper and eligible for payment.

C. This Contract may be revoked by either party upon written notice to the other until such time as the PROJECT is advertised for bids by the COUNTY.

D. The parties hereto represent each to the other that they have the legal authority to enter into this Contract as evidenced by the appropriate COUNTY order, corporate resolution and/or power of attorney, as identified below, certified copies of which will be provided upon request.

Witness this my signature in execution hereof, this the 21 day of NOV, 2019.

**COLLIN COUNTY BY AND THROUGH THE COLLIN COUNTY COMMISSIONERS COURT**

  
CHRIS HILL, County Judge

Witness this my signature in execution hereof, this the 12 day of December, 2019.

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

BY:   
SRIKANTH HONNUR, P.E.  
Track and Bridge Construction Director

DATE: 12/12/2019

**RAILROAD FORCE ACCOUNT**

**PARK BOULEVARD RAILROAD GRADE SEPARATION  
PROJECT NUMBER \_\_\_\_\_  
COLLIN COUNTY, TEXAS**

**EXHIBIT A  
ENGINEERING SERVICES ONLY**

**Plan Review - Railroad (Preliminary & Final Engineering Plans)**

**Railroad Cost:**

|                             | Hrs | Rate  | Amount          |
|-----------------------------|-----|-------|-----------------|
| Engineer                    | 80  | \$125 | \$10,000        |
| Roadmaster                  | 25  | \$80  | \$2,000         |
| Project Manager             | 25  | \$100 | \$2,500         |
| KCS Accounting Department   | 40  | \$50  | \$2,000         |
| <b>KCS PLAN REVIEW COST</b> |     |       | <b>\$16,500</b> |

**Plan Review – Consultant (Preliminary & Final Engineering Plans)**

|   | Amount          |
|---|-----------------|
| <b>Preliminary and Final Eng Plan Rvw</b>         | <b>\$20,000</b> |
| <b>RAILROAD FORCE ACCOUNT (ENG. ONLY) - TOTAL</b> | <b>\$36,500</b> |