

**REIMBURSEMENT AGREEMENT**  
**(Las Vegas Creek Bridge Replacement Project)**

This REIMBURSEMENT AGREEMENT (this "Agreement") is entered into Jan 6, 2015 (the "Effective Date"), by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("UPRR") and **SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** (the "District"). UPRR and the District are sometimes collectively referred to as the "Parties" and individually as a "Party".

**RECITALS:**

A. UPRR owns that certain existing railroad bridge located at or near Mile Post 358.73 on UPRR's Santa Barbara Subdivision in the City of Santa Barbara, County of Santa Barbara, State of California under which the Las Vegas Creek (the "Creek") flows;

B. The Creek has been prone to flooding in recent years, and to help alleviate such flooding, the District desires to widen the Creek (the "Project");

C. In connection with the Project, the District has requested that UPRR, at the sole cost and expense of the District, perform all grading work within the UPRR right of way, demolish the existing railroad bridge and construct a new replacement bridge, all in accordance with the Plans (as such term is defined below) (collectively, the "Work"); and

D. UPRR and the District desire to enter into this Agreement setting forth their understanding and agreement with respect to the Work in connection with the Project.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby, agree as follows:

**Section 1. NO COSTS TO BE BORNE BY UPRR.**

The District confirms that no costs or expenses in connection with the Project, including, but not limited to, the Work, shall be borne by UPRR under this Agreement.

**Section 2. WORK TO BE PERFORMED BY UPRR.**

Unless otherwise noted on the Plans or in this Agreement, UPRR, at the District's sole cost and expense, shall perform or cause to be performed the Work in compliance with the Plans and the terms and conditions set forth in this Agreement.

### **Section 3. CONDITIONS PRECEDENT.**

This Agreement is made subject to, and UPRR shall have no obligation to commence the Work until the following conditions have been met:

- (i) UPRR shall have approved in writing the final 100% Plans.
- (ii) All permits in connection with the Work shall have been obtained in accordance with Section 6 below.

### **Section 4. PLANS AND SPECIFICATIONS.**

A. The District shall submit to UPRR for its review and approval (at the District's sole cost and expense) the designs, plans and specifications for the Work at the one hundred percent (100%) design completion level. The designs, plans and specifications shall include all grading work, plans for the demolition and removal of the existing bridge, and plans for construction of the replacement bridge. Approval by UPRR of any designs, plans and/or specifications shall not be deemed to have been given until UPRR's Assistant Vice President Engineering-Design ("VP Engineering-Design") (or the VP Engineering-Design's authorized representative) has initialed or signed such designs, plans and/or specifications.

B. Such approved designs are attached to this Agreement by reference as part of **Exhibit A**; the cover sheets for the final one hundred percent (100%) approved designs are attached, and by and through such attachment the entire design set is incorporated herein by reference, and are hereinafter referred to as the "Plans."

C. UPRR shall have the continuing right to review and approve or disapprove all designs and plans and specifications and proposed changes thereto for the Work (including, without limitation, subsequent iterations of the designs, plans and specifications), with respect to, *inter alia*, compliance with the standards below. UPRR shall use reasonable efforts to complete its review within forty-five (45) days after receipt, but UPRR may take additional time to review such items based upon UPRR's scheduling constraints and the complexity of the items under review. UPRR's scope of review shall include, *inter alia*, determining whether (i) the designs, plans and specifications (preliminary and final) and/or changes meet all applicable then-current UPRR standards, including, without limitation, American Railway Engineering and Maintenance of Way Association (AREMA) standards and guidelines, governing structures and trackage, clearances, utilities, drainage, safety matters, and similar matters, with respect to the property owned by UPRR in the general vicinity of the Project (the "UPRR Property"), or UPRR's common carrier freight rail operations; (ii) the designs, plans and specifications (preliminary and final) and/or changes meet the terms and conditions of UPRR's then-existing agreements with third parties affecting the UPRR Property, as applicable, and do not otherwise adversely impact the use or condition of the UPRR Property or any improvements thereon; and (iii) there will be any interference with or danger to the UPRR Property or UPRR's common carrier freight rail operations, during or after construction.



D. Once approved by UPRR, no changes in the Plans can be made unless and until UPRR and the District have consented to such changes in writing; provided that any such review shall be subject to UPRR's applicable review standards.

F. The District shall indemnify UPRR against any claim, demand, lawsuit, loss, cost and expense (including reasonable attorney fees), judgment or damage (collectively, "Losses") incurred by UPRR but only in proportion to and to the extent such Losses are related to any matters under the District's sole jurisdiction and/or caused by the negligent or intentional acts or omissions of District, its officers, employees or agents.

## **Section 5. REIMBURSEMENT OF UPRR.**

A. As set forth in UPRR's Material and Force Account Estimate dated August 4, 2014, marked **Exhibit B**, attached hereto and made a part hereof (the "Estimate"), UPRR's estimated cost for the Work is One Million One Hundred Ninety Two Thousand Three Hundred Fifty Two Dollars and 00/100 Dollars (\$1,192,352.00). The costs set forth in Exhibit B are estimates only; actual costs may be different. The District shall be responsible for reimbursing UPRR for the actual costs to perform the Work so long as the Work is performed in substantially in accordance with the Plans. If during construction UPRR becomes aware that the Work will exceed the Estimate, UPRR shall promptly provide written notice thereof to the District.

B. UPRR, if it so elects may recalculate and update the Estimate submitted to the District in the event the Plans are modified or the work contemplated under this Agreement does not commence within six (6) months from the date of the Estimate.

C. UPRR shall send progressive billings, which billings shall be in amount of Five Thousand and 00/100 Dollars (\$5,000.00) or more, to the District, not more frequently than once per month, during the period in which the Work is performed and a final billing to the District within one hundred eighty (180) days after completion of the Work, as determined by UPRR in its sole and absolute discretion.

D. The District agrees to reimburse UPRR within thirty (30) days after the District's receipt of progressive and final billings from UPRR for one hundred percent (100%) of all costs incurred by UPRR in connection with the Project and the Work including, but not limited to construction, inspection, flagging, procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including UPRR's standard additive rates.

E. UPRR billings shall contain the County Auditor-Controller Contract Number, the date of the billing and the applicable billing period. Backup documentation will reflect the work performed Work by bid item, quantity and cost.

## **Section 6. PERMITS AND AUTHORIZATIONS.**

At no cost to UPRR, the District will obtain all necessary approvals and permits from local, state, and other jurisdictions in connection with the Work. UPRR shall

reasonably cooperate with the District's efforts to obtain any such permits and licenses and shall comply with the terms and conditions of the permits and licenses.

#### **Section 7. INSPECTION OF GRADING WORK.**

A. Once UPRR completes the grading work, UPRR shall deliver notice thereof to the District. Within ten (10) days after the District's receipt of such notice, the District shall have the right to inspect the grading work to confirm substantial completion in conformance with the Plans. Once the District has performed its final inspection of the grading work confirming substantial completion of the same, the District, within five (5) days following its final inspection of the grading work, shall deliver written notice to UPRR accepting the grading work (the "Acceptance Notice"), which Acceptance Notice shall not be unreasonably withheld, conditioned or delayed. Upon UPRR's receipt of the Acceptance Notice, (a) the District shall be deemed to have accepted the Work as satisfactory; and (c) the District shall, on behalf of itself, its board, officers, employees, agents, successors and assigns, be deemed to have waived, released, remised and forever discharged UPRR and its directors, shareholders, officers, employees, agents, successors and assigns from any Losses related to the grading work.

B. During the term of this Agreement, UPRR will grant the District, at no cost to District, a temporary license to enter UPRR's property to conduct grading inspection and any other inspections or review as necessary to comply with this Agreement. The foregoing grant is subject and subordinate to all outstanding superior rights, and the prior and continuing right and obligation of UPRR to use and maintain its entire property. No inspection work shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of UPRR. The District shall comply with all UPRR safety rules and all other rules, regulations, or directions of UPRR while performing any inspections. The temporary license is granted solely upon the condition that, to the extent permitted by law, the District shall indemnify UPRR from any Losses incurred by UPRR arising from or related to the District's inspections hereunder.

#### **Section 8. NO JOINT VENTURE.**

The Project is the sole undertaking and responsibility of the District and is not intended to be a joint venture. Nothing contained in this Agreement shall have the effect of creating a joint venture or partnership between UPRR and the District.

#### **Section 9. NOTICES.**

Any notice required or desired to be given under this Agreement shall be in writing and shall be (a) personally delivered; (b) delivered by a reputable overnight courier; (c) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid or (d) delivered by facsimile or e-mail. Notices shall be deemed received at the earliest of (i) actual receipt if delivered by personal delivery, facsimile or e-mail; or (ii) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (iii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective



addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

UPRR:            UNION PACIFIC RAILROAD COMPANY

ATTN: Kyle D. Nodgaard  
Mgr Ind & Public Proj  
2015 S. Willow Street  
Bloomington, CA 92316  
Telephone: (909) 685-2288  
Facsimile: (402) 271-5656  
E-mail: kdnodgaa@up.com

the District:    SANTA BARBARA COUNTY FLOOD CONTROL DISTRICT

ATTN: Jonathan S. Frye, PE, CFM  
Engineering Manager  
130 East Victoria Street, Suite 200  
Santa Barbara, CA 93101  
Telephone: (805) 568-3440  
Facsimile: (805) 568-3434  
E-mail: jfrye@cosbpw.net

#### **Section 10.    SURVIVAL.**

A.     The parties agree that their respective rights, duties and obligations existing under the provisions in Section 4(F) that by its terms imposes an obligation on the District or UPRR that is continuing in nature shall survive the termination of this Agreement, regardless of whether such termination is effected through mutual agreement or default or breach of this Agreement.

B.     Upon completion of Work, UPRR will have sole ownership and responsibility for bridge.

C.     UPRR and District may, by thirty (30) days advance written notice to the other party, terminate this Agreement at any time, whether for convenience, or because of the failure of to fulfill the obligations herein.

#### **Section 11.    SUCCESSORS AND ASSIGNS.**

This Agreement is binding upon and will inure to the benefit of each party and their respective heirs, successors and assigns, except that the Parties' interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise. Any assignment, encumbrance or other transfer in violation of the foregoing will be void and the District will be deemed in default under this Agreement.

**Section 12. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between UPRR and the District with respect to the transactions contemplated in this Agreement and supersedes all prior agreements between UPRR, whether written or oral related to construction of Work. This Agreement may not be modified or amended except by a written instrument executed by the Parties.

**Section 13. COUNTERPARTS.**

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**Section 14. TERM OF AGREEMENT.**

This agreement shall end upon completion of construction of the Project as determined by the District's acceptance notice of grading work in section 7, but no later than ~~July 1, 2015~~, unless earlier terminated  
*October 1, 2015*

**Section 15. CALIFORNIA LAW AND JURISDICTION.**

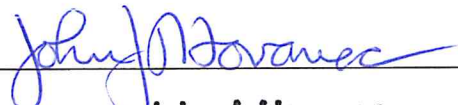
This agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.

**Section 16. AUTHORITY.**

All signatories and parties to this agreement warrant and represent that they have the power and authority to enter into this agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this agreement have been fully complied with.

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

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

By: 

Name: John J. Hovanec  
AVP Engineering

Title: \_\_\_\_\_

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**SANTA BARBARA COUNTY  
FLOOD CONTROL & WATER  
CONSERVATION DISTRICT:**

By: \_\_\_\_\_  
Janet Wolf, Chair, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING  
FORM:**

Robert W. Geis, CPA  
Auditor-Controller

By:   
Deputy

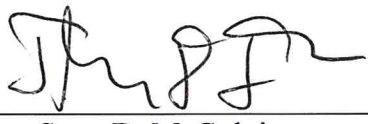

**APPROVED AS TO FORM:**

Ray Aromatorio, ARM, AIC  
Risk Manager

By: 

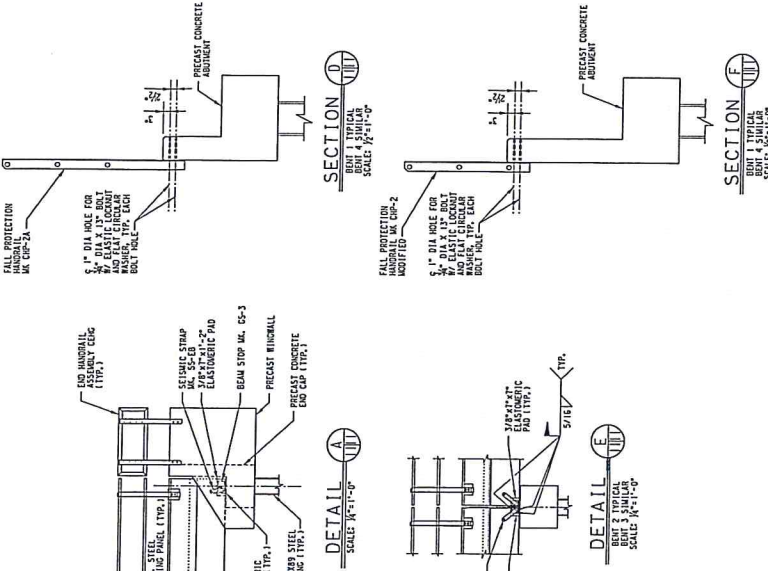
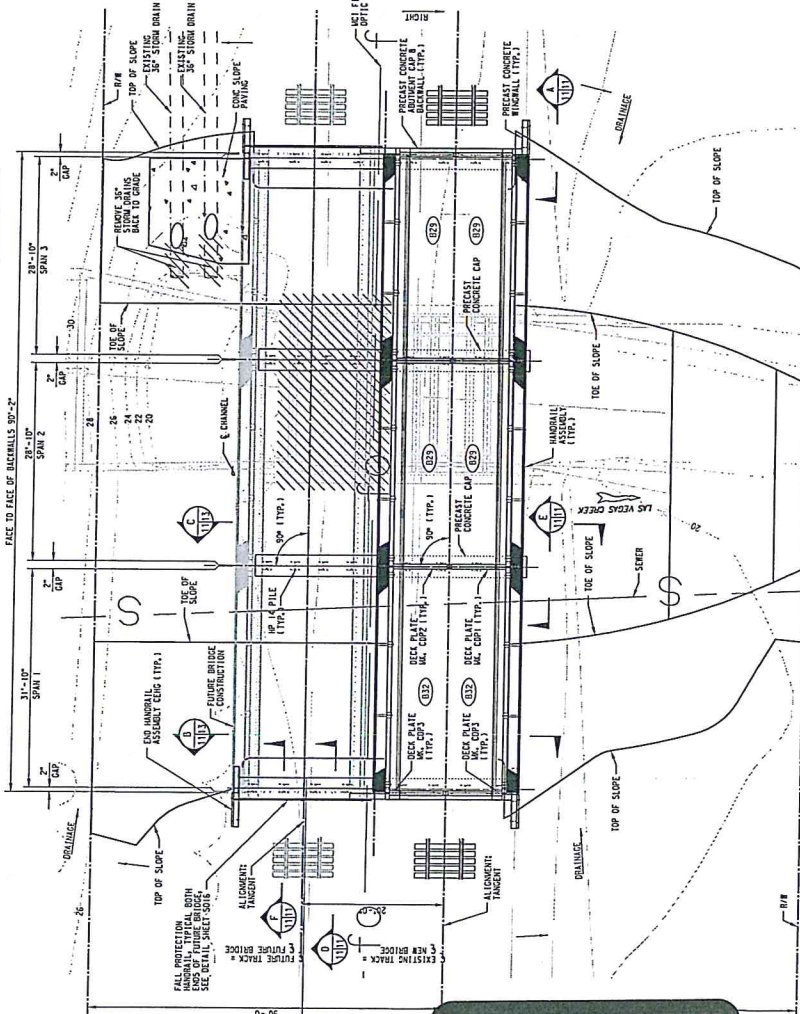
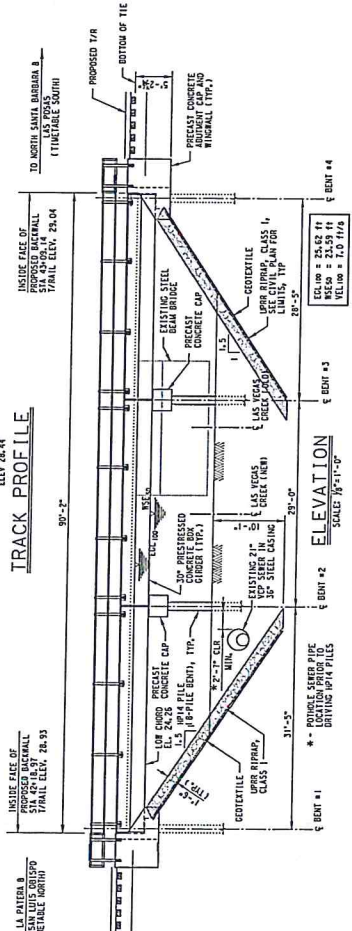
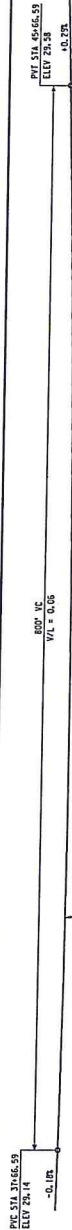
**RECOMMENDED FOR APPROVAL**

Public Works Department

By:   
 Scott D. McGolpin







LETTER SERIES  
SHEET NO. OUT OF  
SHEET NO. 5000 ON

### SECTION DESIGNATION

SP Route Symbol E, Former Bridge 302.07

NO.	DATE	REVISIONS
1	11/11	ISSUED FOR BIDDING
2	11/11	REVISED FOR BIDDING
3	11/11	REVISED FOR BIDDING
4	11/11	REVISED FOR BIDDING
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10	11/11	REVISED FOR BIDDING

UNION PACIFIC RAILROAD

Office of AVP Engineering Design

2500 25th St. Suite 200  
San Jose, CA 95131

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San Jose, CA 95131

### DRAWING SCHEDULE

GENERAL ARRANGEMENT	
S011	PILING LAYOUT, CONSTRUCTION NOTES AND BILL OF
S012	SECTIONS
S013	CONCRETE CAP SHEET 1 OF 3
S014	PRECAST CONCRETE CAP SHEET 2 OF 3
S015	PRECAST CONCRETE CAP SHEET 3 OF 3
S016	PRECAST CONCRETE PILE CAP SHEET 1 OF 2
S017	PRECAST CONCRETE PILE CAP SHEET 2 OF 2
S018	BEAM PROTECTION DETAILS
S019	BEAM PROTECTION DETAILS
S020	GRATING LAYOUT AND SUPPORT DETAILS
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DATE: 2014-08-04

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2015-02-02

## DESCRIPTION OF WORK:

SANTA BARBARA SUB MP 358.73, LAS VEGAS CREEK BRIDGE, 0.6 MILES SOUTH OF  
GOLETA, CA  
90' 2" LONG 3-SPAN P/S CONCRETE BOX GIRDER BRIDGE REPLACING 21' LONG  
1-SPAN STEEL BEAM BRIDGE.  
100% RECOLLECTABLE FROM THE CITY OF SANTA BARBARA.

PID: 83942 AWO: 21462 MP, SUBDIV: 358.73, SANTA BARBARA  
SERVICE UNIT: 20 CITY: ELLWOOD STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			7000		7000		7000
TOTAL ENGINEERING			7000		7000		7000
<b>SIGNAL WORK</b>							
LABOR ADDITIVE 271%			5273		5273		5273
MATL STORE EXPENSE				6	6		6
SALES TAX				5	5		5
SIGNAL			1983	142	2125		2125
TOTAL SIGNAL			7256	153	7409		7409
<b>TRACK &amp; SURFACE WORK</b>							
BALAST	3.00	CL	1416	2727	4143		4143
BRIDGE BENTS			617		617		617
BRSUBS				316598	316598		316598
CONTRACT				602200	602200		602200
ENVIRONMENTAL - PERMITS				3000	3000		3000
FIELD WELD			8814		8814		8814
LABOR ADDITIVE 271			141558		141558		141558
MATL STORE EXPENSE				13489	13489		13489
OTM				8779	8779		8779
RDBED/RDWAY-			14818		14818		14818
SALES TAX				13293	13293		13293
SUPVR MKT			7876		7876		7876
TRACK-INSTAL			21187		21187		21187
TRK-SURF, LIN			6927		6927		6927
WELD				503	503		503
WORK TRAIN			2531		2531		2531
WT/CS ADDITIVE 310%			7848		7848		7848
XTIE				3762	3762		3762
TOTAL TRACK & SURFACE			213592	964351	1177943		1177943
LABOR/MATERIAL EXPENSE			227848	964504			
RECOLLECTIBLE/UPRR EXPENSE					1192352	0	
ESTIMATED PROJECT COST							1192352
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

