

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 26-013**

**APPROVING AN AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY  
FOR REIMBURSEMENT OF PRELIMINARY ENGINEERING SERVICES FOR THE  
290 EXTENSION PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority ("Mobility Authority") is currently progressing schematic design and an environmental study for the 290 Extension Project (the "Project"), which extends along US 290 from SH 130 eastward to SH 95 South and includes improvements to an existing Union Pacific Railroad Company ("UPRR") crossing in Elgin, Texas; and

WHEREAS, to facilitate the schematic design and environmental study for the Project, consultation with UPRR is required to obtain plan review, comment, and concurrence on the schematic crossing design; and

WHEREAS, UPRR regularly utilizes external engineering consultants to assist with coordination and review activities on public and private projects, and therefore requires that coordinating parties execute a reimbursement agreement to compensate such external consultants for their services; and

WHEREAS, the proposed reimbursement agreement between the Mobility Authority and UPRR will allow UPRR to retain and utilize its external consultants to review and coordinate on the schematic crossing design for the Project, and the Mobility Authority will reimburse UPRR for these preliminary engineering services in an amount not to exceed \$25,000.00; and

WHEREAS, Mobility Authority staff recommends approval of the reimbursement agreement and has requested that the Board authorize the Executive Director, or his designee, to negotiate, execute, and deliver the agreement with UPRR in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the reimbursement agreement with Union Pacific Railroad Company for preliminary engineering services related to the schematic design and environmental study for the 290 Extension Project, in an amount not to exceed \$25,000.00.

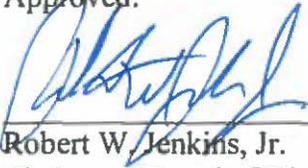
BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes the Executive Director, or his designee, to take all actions necessary to finalize, execute, and deliver the reimbursement agreement with Union Pacific Railroad Company, in substantially the form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 25th day of March 2026.

Submitted and reviewed by:

  
James M. Bass  
Executive Director

Approved:

  
Robert W. Jenkins, Jr.  
Chairman, Board of Directors

**Exhibit A**

**REIMBURSEMENT AGREEMENT  
PRELIMINARY ENGINEERING SERVICES**

**Effective Date:**

**Estimate: \$25,000.00**

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 CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (**Agency**).

RECITALS

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

B. The Project will affect Railroad's track, right of way, or operations 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 and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. 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.

2. 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. 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 of whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. 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. Approval of any design submittal shall not be construed as consent to the acquisition (or conveyance) of any property interest, nor shall it be interpreted as a representation that any such acquisition (or conveyance) would be compatible with or non-interfering with Union Pacific's current and future railroad operations.

4. 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.

5. 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.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. 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.

**CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Tiecy Cotton  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Manager I, Industry & Public Projects  
\_\_\_\_\_  
Title

# Exhibit A

## Project Description and Location

### Project Description

Central Texas Regional Mobility Authority is proposing to develop a schematic and environmental study related to the reconstruction of the existing overpass at the location referenced below

### Location

Waco Subdivision

<b>DOT</b>	<b>Crossing Type</b>	<b>Milepost</b>	<b>Street Name</b>
416294P	Public	935.6	US 290

## **Exhibit B**

### **Scope of Project Services**

Scope of work may include, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel

**Exhibit C**  
**Billing Contact Information**

<b>Name</b>	Jose Hernandez
<b>Title</b>	CFO
<b>Address</b>	3300 N IH-35, Suite 300, Austin, TX 78705
<b>Work Phone</b>	(512) 996-9778
<b>Cell Phone</b>	
<b>Email</b>	jhernandez@ctrma.org
<b>Agency Project No.</b>	