

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, for good and valuable consideration, the receipt of which is hereby acknowledged, is made and entered into effective this ____ day of _____, 2008, by and between Union Pacific Railroad Company Delaware corporation (hereinafter, “the Railroad”) and the [Name of Public Authority], a _____ of the State of _____ (hereinafter the “Public Authority”).

Now, therefore, in consideration of the premises, and the promises and conditions hereinafter set forth, the parties hereto agree as follows.

1. The Project and the Work.

The Public Authority has stated its intention to proceed initially with a project, as follows _____, (hereinafter referred to as “the Project”).

The Public Authority has requested that the Railroad conduct preliminary engineering services, develop cost estimates and review preliminary layouts in connection with the Project. Any of the Railroad’s work (whether performed directly by Railroad or by others they contract with) associated with such services is called the “Work” in this Agreement. The Railroad is agreeable to complying with the Public Authority’s request, subject to the terms and conditions of this Agreement.

2. Payment and Deposit for Work.

The Public Authority authorizes the Railroad to proceed with the Work relating to the Project. The Public Authority shall pay and reimburse the Railroad for all actual Cost that Railroad incurs in performing such Work. On the date of execution of this Agreement, the Public Authority tenders to Railroad a deposit in the amount specified by Railroad in its web-posted Deposit Schedule (hereinafter, this is referred to as the “Deposit”). The Railroad will

apply the Deposit to the total Cost of the Work. If the Deposit is insufficient to pay for the actual Cost of the Work, Railroad will notify the Public Authority of the estimated or actual shortfall and the Public Authority within ten (10) days shall pay that additional amount to the Railroad. Railroad is not required to proceed with the Work until the additional payment for the Work is received. If the Deposit and any additional payment for the Work exceeds the actual Cost of the Work, Railroad will either refund the overage or apply it to the Cost of future Railroad work associated with the Project after the preliminary services are performed, at the Public Authority's election.

3. "Cost" as used herein means all costs and expenses of labor, supplies, and material incurred for or in connection with the Railroad's performance of the Work, including, without limitation, direct and indirect labor additives, delivery charges, and Railroad's additives and overhead, as such are in effect on the date Railroad prepares its estimates or final billing.

4. If the Public Authority elects to go forward with the Project after these preliminary services are performed, Railroad and Public Authority agree to enter into the separate Agreement for the construction of the project and other activities, identified as the **[select either Wayside Horn Agreement or Agreement Regarding Quiet Zone Warning Devices]**, which is currently posted on Railroad's website.

[PUBLIC AUTHORITY]

[UNION PACIFIC]