

THIS AGREEMENT, made and entered into this
6th day of November, 1979, by and
between THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY, a Delaware Corporation,
hereinafter designated "Santa Fe", and the
CITY OF REDLANDS, a municipality in the
State of California, hereinafter designated
"City".

WITNESSETH:

WHEREAS, City proposes to widen and improve to a curbed roadway
width of 60 feet that portion of DEARBORN STREET on each side of and
including the crossing of Santa Fe's Redlands Branch Line track,
designated by California Public Utilities Commission as Crossing No. 2U-
10.9, and;

WHEREAS, Santa Fe and City are in accord as to said proposal,
and Santa Fe is willing that City or City's Contractor do all work
except preparation of Santa Fe's track, including the placing of full
depth sectional timber planking therein and the installation of crossing
gates and flashing light signals.

NOW THEREFORE IT IS AGREED:

1. City, or City's Contractor, will do all work under said program, including adequate drainage structures in vicinity of crossing, except that work hereinafter specified to be done by Santa Fe.

2. City, or City's Contractor, will comply with Santa Fe's rules and regulations and instructions of Santa Fe's representatives in relation to proper manner of protecting Santa Fe's tracks and traffic moving thereon, as well as wires, signals and other property of Santa Fe, or its tenants or licensees, at or in the vicinity of the work during the period of construction of said improvement, and shall perform the work in a manner satisfactory to Santa Fe or its designated representatives, and at such times as shall not endanger or interfere with safe and timely operation of Santa Fe's track and other facilities.

3. Santa Fe will, at its expense, rehabilitate and resurface the track, including placing of timber planks to length of existing crossing being average of 24 feet.

4. Santa Fe will, at expense of City, in addition to those planks specified above in Paragraph 3, place additional timber planks to accommodate a total width of 84 feet including sidewalk areas.

5. Santa Fe will, at equal expense of Santa Fe and City, remove existing crossing signs and install two PUC Std. No.9A crossing gates and cantilever flashing light signals.

6. Work specified to be done in above Paragraphs 4 and 5 by Santa Fe shall be done as soon as practicable, considering completion of said program, availability of materials and manpower, and in consideration thereof City will pay to Santa Fe, (a) the actual total cost of work specified in said Paragraph 4, presently estimated by Santa Fe to be TWELVE THOUSAND NINE HUNDRED SIXTY Dollars (\$12,960.00), and (b) one-half of the actual total cost of work specified in said Paragraph 5, which total cost is presently estimated by Santa Fe to be FIFTY ONE THOUSAND TWO HUNDRED SIXTY Dollars (\$51,260.00).

7. Notwithstanding the method of apportionment of costs and expenses set forth above, should this railway-highway crossing work be financed in whole or in part with Federal Aid funds, Santa Fe shall be reimbursed in accordance with applicable Federal laws and regulations, and Santa Fe's right to reimbursement shall not be limited by any provision of this agreement. City shall notify Santa Fe should a Federal fund allotment be made to the City for this project.

8. Santa Fe shall submit to City a bill for ninety per cent (90%) of City's share of the estimated cost upon completion of work contemplated, which bill City agrees to promptly pay. City shall pay the actual cost upon completion of audit, less credit for the sum previously paid.

9. That all work covered by this agreement shall conform to requirements of the Public Utilities Commission of the State of California.

10. After installation of railroad crossing protection signals and appurtenances under terms of this agreement, Santa Fe shall physically maintain same so long as they remain in place. The maintenance cost of said signals and appurtenances shall be shared equally by City and Santa Fe in accordance with Section 1202.2 of the California Public Utilities Code, except that City's liability therefore shall be limited to such funds as are set aside for allocation to the Public Utilities Commission pursuant to Section 1231.1 of the Public Utilities Code.

11. Santa Fe will at its expense maintain that portion of the crossing lying between rails of the track and for two feet outside thereof.

12. City will maintain at its sole expense any street improvement within said crossing other than specified to be maintained by Santa Fe in Paragraphs 10 and 11 hereof.

IN WITNESS WHEREOF, THE CITY OF REDLANDS has caused these presents to be executed and attested by its duly qualified and authorized officials pursuant to authority regularly granted them by its City Council and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY has executed these presents both as of the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By M. W. Lloyd
Its Supervisor of Contracts

CITY OF REDLANDS

By Clifford F. Westman Jr.
Its Mayor

ATTEST:

C/20
Cecily A. Mosley
City Clerk

The Atchison, Topeka & Santa Fe Railway Co.

ESTIMATE OF COST TO THE CITY OF REDLANDS TO WIDEN AND IMPROVE DEARBORN STREET, CROSSING NO. 2U-10.9 IN THE CITY OF REDLANDS, CALIFORNIA

<u>DESCRIPTION</u>	<u>QUANT</u>	<u>UNITS</u>	<u>LABOR</u>	<u>MTRL</u>	<u>OTHR</u>	<u>TOTAL</u>
ENGINEERING			125			125
REMOVE 8' TIES & PLACE 9' TIES	38	ea.	152	592		744
INSULATED JOINTS REMOVE & REPLACE	8	ea.	1360	1320		2680
RAIL & O.T.M.	200	lf.	800	2068		2868
RESURFACE TRACK	400	tf.	1600	400		2000
PLACE FULL-DEPTH PLANKING	60	tf.	1800	4500		6300
REMOVE CROSSBUCK	1	ea.	30			30
WORK TRAIN			400			400
FREIGHT					305	305
HANDLING				2220		2220
EQUIPMENT RENTAL					425	425
LABOR ADDITIVES			3595			3595
SUBSISTANCE			610			610
SUB TOTAL			10472	11100	730	22302
CONTINGENCIES						2230
ESTIMATED COST TO CITY OF REDLANDS						24532

The Atchison, Topeka and Santa Fe Railway Company - Coast Lines

HIGHWAY CROSSING WARNING SIGNALS

Estimated Cost of Force account work at Redlands, California, as required for the installation of TRO-No. 9A cantilever flashers and gates with D-C track controls on Dearborn Street, Milepost 10.9, Redlands District, Los Angeles Division, P.U.C. No. 2U-10.9 CITY OF REDLANDS

<hr/>		
A. Engineering		
Preliminary	810.00	
Construction	<u>810.00</u>	
Total Engineering		1,620.00
B. Signal Labor		8,100.00
C. Signal Material		<u>32,660.00</u>
Total Material & Labor (A+B+C)		42,380.00
D. Sales Tax		1,960.00
Handling		1,633.00
Freight		392.00
Equipment Rental & Depreciation		2,622.00
Meals		450.00
Billing		324.00
Vacation Allowance		728.00
Health & Welfare & G. L. I.		502.00
Paid Holidays		295.00
R.R. Retirement, Unemployment & Excise Tax		2,689.00
Insurance		1,070.00
Total (D)		12,665.00
Total (A+B+C+D)		55,045.00
E. Contingencies		5,505.00
F. Less 50% Santa Fe portion		30,275.00
G. Total Signal Cost - City portion		30,275.00

Assistant Chief Engineer - Signals
 Topeka, Kansas
 November 27, 1979



The Atchison, Topeka and Santa Fe Railway Company

A Santa Fe Industries Company

One Santa Fe Plaza, 5200 East Sheila Street, Los Angeles, California 90040

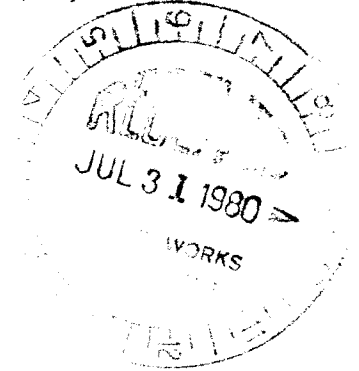
213/267-5403

June 3, 1980

(mailed 7/30/80)

File: 231.3(2U-10.9)
Dearborn Street

Mr. Ronald C. Mutter,
Associate Civil Engineer
City of Redlands
P. O. Box 280
Redlands, CA 92373



Dear Mr. Mutter:

Reference is made to your April 15 letter regarding proposed Cost and Maintenance Agreement between Santa Fe and City, covering improvement of the above-referenced street in your City.

We have executed the Construction Agreement, and are returning City's Original for your records. We do this with some reluctance as the cost figures contained in the document are no longer applicable, and a new document probably should have been drafted to cover this project. However, if you wish to use this letter as an addendum to the agreement so that both parties may be aware of the increased cost, we would have no objection and we will schedule the project for construction as soon as materials can be obtained and our construction forces made available.

The estimated cost of track work through the widened area to be borne by City is indicated in the document to be approximately \$13,000.00. I just received a revised estimate for this work, based on current cost figures, and I am attaching a copy of this estimate in the amount of \$24,532.00 for your review and records. Also, the signal work, which is to be borne equally between Santa Fe and City, has increased from \$51,260.00 to \$60,550.00, of which Santa Fe will, of course, bear one half. The above figures should remain stable for the rest of this calendar year and we should be able to complete the project within that time, providing we do not incur undue delay in obtaining materials from our suppliers.

Please advise if you wish to proceed with this project on the revised cost figures, and we will immediately arrange to schedule the work.

Yours very truly,

W. W. Toliver
Assistant General Manager
Engineering