

UPRR Project No.: 0464021

## SECOND SUPPLEMENTAL AGREEMENT

---

**THIS SECOND SUPPLEMENTAL AGREEMENT** (the “Second Supplement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (“Railroad”) and **SAN BERNARDINO COUNTY**, a municipal corporation or political subdivision of the State of California, whose address is 385 North Arrowhead Avenue, San Bernardino, California 92415 (“Political Body”).

### RECITALS:

By instrument dated May 16, 2022, Railroad and the Political Body entered into a Public Highway Overpass Agreement identified as the Railroad’s Folder No. 2187-32, UPRR Audit No. S123510 (the “2022 Agreement”) covering the reconstruction, improvement, maintenance, and use of the existing structure that carries vehicular traffic traversing on Cedar Avenue over Railroad’s track(s) at Railroad’s Milepost 534.736, DOT 746980Y on its Alhambra Subdivision in or near Bloomington, San Bernardino County, California (the “Structure”) as shown on the Railroad Survey Print attached to the 2022 Agreement.

By instrument dated May 16, 2025, Railroad and the Political Body entered into a Supplemental Agreement to extend the term of the Temporary Construction Area from May 16, 2025 to the earlier of twenty-four (24) months thereafter or until the Project (as defined in the 2022 Agreement) is completed (the “Supplemental Agreement”).

The Political Body has requested a Second Supplemental Agreement to include an additional **Exhibit C-2**, Estimate of Material and Force Account Work for additional work to be performed by the Railroad, comprising Project Management, Construction Submittals and Camera support, on the terms set forth herein.

### AGREEMENT:

**NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **SECTION 1 - AMENDMENT OF THE 2022 AGREEMENT**

Effective as of \_\_\_\_\_, Railroad and the Political Body further amend the 2022 Agreement to include the additional **Exhibit C-2**, Estimate of Material and Force Account Work, attached hereto. The parties affirm that the existing **Exhibit C-1** attached to the 2022 Agreement is not amended by this Second Supplemental Agreement and will remain in effect.

The 2022 Agreement Article 7(A) is amended by deleting the entirety of the existing sub-article and replacing it as follows, and further amended by including the additional **Exhibit C-2**, which is attached to this Second Supplemental Agreement:

The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described: (a) in the Railroad's Material and Force Account Estimate dated August 17, 2021, which is attached as **Exhibit C-1** to the 2022 Agreement, at a cost of **Five Hundred Fifty Five Thousand Dollars and 0/100 (\$555,000.00)**, and (b) in the Railroad's Material and Force Account Estimate dated August 19, 2025, marked as **Exhibit C-2**, attached hereto and hereby made a part hereof, at a cost of **One Million Six Hundred Twenty Three Thousand Six Hundred Dollars and 0/100 (\$1,623,600.00)**. As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the original work and the additional work for the Project is a total of **Two Million One Hundred Seventy-Eight Thousand Six Hundred Dollars (\$2,178,600.00)**.

## SECTION 2 - AGREEMENT SUPPLEMENTAL

This agreement is supplemental to the Original Agreement and the 2022 Agreement, as amended by the Supplemental Agreement and this Second Supplemental Agreement, and nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Supplemental Agreement to be executed in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID No. 94-6001323)*

By \_\_\_\_\_

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

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

**SAN BERNARDINO COUNTY**

By \_\_\_\_\_

Printed Name: Dawne Rowe

Title: Chair, Board of Supervisors

# EXHIBIT C-2

To

Public Highway Overpass Agreement

Railroad's Material & Force Account Estimate

## EXHIBIT C-2

### ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:  
8/19/2025

LOCATION: Bloomington DOT: 746980Y	SUBDIVISION  Alhambra Sub.				STATE:  CA	
DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL	
ENGINEERING						
Project Management	\$ 250,000	\$ -	\$ -	\$ 250,000.00	\$ 250,000	
Construction Submittals	\$ 75,000	\$ -	\$ -	\$ 75,000.00	\$ 75,000	
Construction Management	\$ 1,298,600	\$ -	\$ -	\$ 1,298,600.00	\$ 1,298,600	
TOTAL PROJECT:	\$ 1,623,600	\$ -	\$ -	\$ 1,623,600.00	\$1,623,600	
TOTAL ESTIMATED COST:					\$1,623,600	

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, THE RAILROAD  
WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES  
EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.