City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: August 5, 2020

SUBJECT: Water Distribution Main Replacements - 2020
- RailPros Utility Construction Observation Agreement
- RailPros Services Agreement

The Union Pacific Railroad Company (UPRR) Longitudinal Pipeline Agreement for the Water Distribution Main Replacement project requires that the UPRR determine if Safety Measures are required for construction. The UPRR has determined that Safety Measures in the form of construction observation and flagging are required. The UPRR works with RailPros Field Services, Inc. to provide those services at City cost.

RailPros has submitted two agreements for the required services. The first is a Utility Construction Observation Agreement to provide construction observation. The second is a Services Agreement with a Contractor in Charge Services Quote to provide flagging. Copies of both Agreements are attached providing details of the requirements included in each.

The construction contractor has estimated that work on UPRR property will take 5 days at 11 hours each day to complete. Based on that time frame, an estimate of RailPros's fees is as follows:

Utility Construction Observation Agreement

Mobilization/Administration Fee	$1,000.00	
Construction Observation Fee		
Standard Day: 5 days x $1,200.00/day	$6,000.00	
Overtime: 5 days x 3 hrs/day x $175.00/hr	$2,625.00	
Subtotal: Utility Construction Observation Agreement		$9,625.00

Services Agreement

Standard Day: 5 days x $998.00/day	$4,990.00	
Overtime: 5 days x 3 hr/day x $132.00/hr	$1,980.00	
Subtotal: Services Agreement		$6,970.00

Total Estimate $16,595.00

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolutions approving the Utility Construction Observation Agreement and Services Agreement with Contractor in Charge Services Quote with RailPros Field Services, Inc. for the Water Distribution Main Replacements project.

RMK:ds

attachments (4)

RESOLUTION NO. _____

RESOLUTION APPROVING UTILITY CONSTRUCTION OBSERVATION AGREEMENT WITH RAILPROS FIELD SERVICES, INC. FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2020 PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, the Union Pacific Railroad Company has required Safety Measures during construction of the Water Distribution Main Replacements project on Union Pacific Railroad Company property; and,

WHEREAS, RailPros Field Services, Inc., a contractor for the Union Pacific Railroad Company, has prepared a Utility Construction Observation Agreement to provide required Safety Measures; and,

WHEREAS, the City Council has determined that the Utility Construction Observation Agreement is in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Utility Construction Observation Agreement with RailPros Field Services, Inc. for the Water Distribution Main Improvements – 2020 project is approved and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 10th day of August, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING SERVICES AGREEMENT WITH CONTRACTOR IN CHARGE SERVICES QUOTE WITH RAILPROS FIELD SERVICES, INC., FOR THE WATER DISTRIBUTION MAIN REPLACEMENTS – 2020 PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, the Union Pacific Railroad Company has required Safety Measures during construction of the Water Distribution Main Replacements project on Union Pacific Railroad Company property; and,

WHEREAS, RailPros Field Services, Inc., a contractor for the Union Pacific Railroad Company, has prepared a Services Agreement with Contractor in Charge Services Quote to provide required Safety Measures; and,

WHEREAS, the City Council has determined that the Services Agreement with Contractor in Charge Services Quote is in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Services Agreement with Contractor in Charge Services Quote with RailPros Field Services, Inc. for the Water Distribution Main Improvements – 2020 project is approved and the Mayor is authorized to execute the Agreement and Quote on behalf of the City.

Passed and approved by the Carroll City Council this 10th day of August, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

RailPros Field Services, Inc.

Utility Construction Observation Agreement

THIS AGREEMENT ("Agreement") is made and entered into as of _____, **2020** by and between **City of Carroll, Iowa** ("Company"), located in **Carroll, IA** and **RailPros Field Services, Inc.** ("RPFS"), located at **Irving, Texas.** RPFS is a consultant to Union Pacific Railroad ("UPRR").

A. General Background

1. Company is interested in performing a utility construction project that crosses Licensor's real property, trackage, or other facilities per an executed agreement between the Company and UPRR referred to as **Folder No. 3205-80** (the "Project").

UPRR requires the Company to utilize the services of RPFS to: 1) observe these services and communicate with UPRR regarding the status of the work and any issues that arise that may impact UPRR or not meet UPRR's executed utility agreement.

B. Services

1. Utility Construction Observation. The Company is required to utilize the services of RPFS to observe the work being performed on the Project by Company and its contractors and to communicate with UPRR regarding issues that may arise during the Project. RPFS' services do not include supervision or direction of the means, methods, or actual work of Company or its contractors.

C. RPFS Non-Responsibility

1. The presence of RPFS observers on site will not relieve Company of its responsibilities to comply with the terms of UPRR permit agreement **(Folder No. 3205-80)** and the required specifications. RPFS will not be responsible for job or site safety or security on the Project.

2. RPFS shall not be responsible for delays caused by Company's failure to furnish necessary information promptly as requested, or for delays resulting from faulty equipment or late, slow, or faulty performance by Company, other contractors or sub-consultants of Company, or government agencies whose performance of work is precedent to or concurrent with the performance of RPFS' observation of Company's work.

3. RPFS shall not be in default or be responsible for damages due to any delays in the performance of the work for any reason other than for RPFS' negligence or misconduct, and RPFS shall be entitled to additional compensation for any such non-culpable delay. Any such adjustments to the project duration and compensation shall be put in writing in the form of an invoice issued to Company upon determination of same.

D. Company Responsibilities

1. In accordance with generally accepted construction practices, Company will be solely responsible for working conditions on the job site, including security and safety of all persons and property during the Project, and compliance with UPRR safety requirements, local safety requirements and Occupational Safety and Health Administration (OSHA) regulations. This requirement shall apply continuously and not be limited to normal working hours.

2. Wherein the project site is determined by Company to be unworkable due to inclement weather conditions, the Company must notify RPFS's on-site representative as soon as practicable of any such delays.

E. Compensation

1. Company shall compensate RPFS at the rate or rates shown below for the duration of the project. Compensation will be paid based on the Project Fee, which is defined by the actual number of days worked multiplied by the daily rate stipulated in this section. Invoices are submitted upon completion of the project or at month end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt, within 30 days. Invoices are subject to a 1% fee for every 30 days the payment is delinquent.

The daily rates for said services to be provided under this Agreement are based on eight (8) hours per day and will be as follows:

- **Mobilization/Administrative Fee**.....$1,000 per Observer Required (each project will incur a fee for travel and administrative costs per Observer). 24 Hour continuous work requires two Observers. Project must be cancelled 4 business days prior to the scheduled start date to avoid additional mobilization fee. Multiple mobilization fees or additional labor fees will be charged if the project cannot be constructed in consecutive days or if there is a delay during installation.

- **Construction Observation Fee**.....$1,200/Standard 8-hour day. Overtime rate after 8 hours $175 per hour. Nights, Weekends, and Holidays $1,400/Standard 8-hour day. Overtime rate after 8 hours $175 per hour (Requires a minimum of 10-business days' notification).

- **Surcharge Fee**..... Activity in certain regions of the U.S. has created high demand for hotel rooms and increased related travel costs. The Project falls within such a region, therefore a surcharge of **$0.00 per day** will be added to the invoice.

2. RPFS has the right to invoice for fees to cover necessary costs whenever a Project is terminated by the owner, applicant, or agent or when the project is installed in absence of RPFS's Utility construction observation services when required by UPRR.

F. Commencement Date and Term of Services

1. RPSF' services will begin upon acceptance of this Agreement by Company and shall continue through completion of the Project impacting UPRR Right-of-Way.

2. This Agreement has been executed by the authorized representatives of the parties and is intended to create a binding contractual relationship.

3. This Agreement shall take precedence over other documents, purchase orders, work orders that may be issued and/or signed after this Agreement. In no event, shall the terms and conditions in any RPFS or Company purchase order, work order, or similar document issued after the signing of this Agreement govern over this Agreement.

4. The terms of this Agreement shall automatically renew each year unless either party has terminated the agreement as per Article 6 of the Standard Provisions. RPFS reserves the right to modify the agreement terms at any time by written instrument to the Company. Agreement modifications will not take effect until such time any current project(s) with the Company is finished and a signed copy of the modified written instrument is returned by the Company to RPFS. RPFS reserves the right to not begin any new projects until a signed copy of the written instrument is returned.

G. Standard Provisions of Agreement for Professional Services

1. The attached Standard Provisions of Agreement for Professional Services shall apply to the services provided under this Agreement.

RailPros Field Services, Inc.	**City of Carroll, Iowa**
By:_____ [Authorized Representative]	By: _____ [Authorized Representative]
By:_____ [Print Name]	By: Eric P. Jensen [Print Name]
Title:_____	Title: Mayor
Date:_____	Date: August 10, 2020

STANDARD PROVISIONS OF RPFS' OBSERVATION AGREEMENT

The Company and RailPros Field Services, Inc. ("RPFS"), agree that the following provisions shall be part of this Agreement.

1. The Company shall designate an individual with authority to act on behalf of the Company as to all aspects of the Project and shall give prompt written notice to RPFS if the Company becomes aware of any problems with the Project and shall otherwise fully cooperate as may be required or appropriate in connection with the Project.

2. RPFS' services shall be performed in a manner consistent with that degree of skill and care typically exercised by similar professionals performing similar services under the same or similar circumstances and conditions. RPFS makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

3. In no event, shall any statute of limitations commence to run any later than the date when RPFS' services are substantially completed and any cause of action against RPFS arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when RPFS' services are substantially completed.

4. In no event, shall RPFS be liable for consequential damages, including lost profits, loss of investment or other incidental damages.

5. Compensation payable to RPFS pursuant to this Agreement shall be in addition to taxes (except income taxes) that may be assessed against RPFS by any state or political subdivision directly on services performed or payments for services performed by RPFS. Such taxes that RPFS may be required to collect or pay shall be added by RPFS to invoices submitted to the Company pursuant to this Agreement.

6. This Agreement may be terminated by either Company or RPFS upon thirty (30) days written notice for any or no reason. Either party may terminate this Agreement upon three days' notice in the event of a material breach of the Agreement by the other party. Company expressly agrees to hold RPFS harmless from any liability arising out of RPFS' termination of its services hereunder. In the event of termination of this Agreement, Company shall promptly pay RPFS for all of the services performed by RPFS prior to the termination of the Agreement. All fees paid are deemed earned.

7. Neither the Company nor RPFS shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the Company and UPRR and no benefit is meant to be conferred upon any other person or entity, and no such person or entity should rely upon RPFS' performance of its services to the Company; and, no claim against RPFS shall accrue to any contractor, subcontractor, owner, officer, director, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, or any other third-party as a result of this Agreement or the performance or non-performance of services on this Project.

8. Unless otherwise provided by specific agreement, RPFS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances at the project site.

9. The Company agrees to indemnify and hold RPFS harmless to the same extent the Company agreed to indemnify and hold UPRR harmless in its agreement with UPRR regarding this Project. If the Company lists UPRR as an additional insured on its insurance policy, the Company also agrees to similarly list RPFS as an additional insured on its insurance policy as well.

10. To the extent any damage or claim is covered by insurance during performance of this Agreement, the Company and RPFS waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Company or RPFS, as applicable, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

11. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation prior to the commencement of any legal or arbitration proceeding as a condition precedent to the right to recover attorney fees in any proceeding. The mediator shall be jointly selected by the Company and RPFS. The mediator's fees shall be shared equally and shall be held at the location selected by the mediator.

12. Equal Opportunity. RPFS shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability

13. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

14 This Agreement is the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all previous agreements, negotiations or understandings, written or oral, between the Parties. The parties hereto declare and represent that no promises, inducements, representations, warranties or other agreements, whether express or implied, not contained herein, have been made, and further declare and represent that they have not executed this Agreement in reliance upon any such promise, inducement, representation, warranty or other agreement not contained herein.

15, This Agreement may only be modified, amended or supplemented in a writing executed by the Parties hereto.

16. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver, consent or excuse is in writing, and signed by the Parties hereto. A waiver by a Party hereto of any breach or default by the other Party to this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach or default hereunder by the other Party.

17. In case any one or more of the provisions in this Agreement should be declared by a court, arbitrator, or governmental agency or department to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Each Party is or had an opportunity to be represented by counsel and made a full and independent investigation of the matters contained herein and is only entering into this Agreement based on the Party's full satisfaction of the results of any investigation and arm's length negotiations. This Agreement will be deemed to have been jointly and equally drafted by the Parties.

19. Time is of the essence in the performance of the terms and conditions of this Agreement.

20. In the event of any legal, equitable or alternative dispute resolution proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to its reasonable legal fees and costs.

(Revised 05/17/16)

RailPros Field Services, Inc.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between RailPros Field Services, Inc. ("RailPros") and the entity or individual ("Customer") described in the Scope of Work/Customer Information Request attached hereto as "Exhibit A" (the "SOW"). The SOW is expressly incorporated herein by reference for all purposes. The SOW also provides RailPros' charges for services requested. This Agreement shall become effective upon the earlier of the Customer's executing this agreement or RailPros' reasonably undertaking to perform services requested by the Customer (the "Effective Date").

WHEREAS, Customer desires to retain RailPros to provide certain services described and set forth in further detail in the SOW (the "Services"); and

WHEREAS, RailPros has the capability and capacity to provide the Services and—subject to the terms and conditions set forth herein—is willing to perform such Services; and

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RailPros and Customer (hereinafter, collectively, the "Parties," or each, individually, a "Party") agree as follows:

1. RailPros shall provide Services to the Customer: (1) in accordance with the terms of this Agreement; (2) within any parameters set forth in the SOW; and (3) to the reasonable satisfaction of the Customer. In turn, the Customer shall pay RailPros for its services at the applicable daily rate(s) set forth in the SOW.

2. RailPros shall periodically provide Customer with invoices that set forth the value of the Services provided to Customer during a defined period of time (collectively, the "Invoices"; individually, an "Invoice"). Invoiced amounts are due and payable within thirty (30) days of the date included on an Invoice, and Customer shall remit payment to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038. In the event Customer fails to timely remit payment to RailPros as required in this Section 2, RailPros may elect to immediately cease providing Services to Customer—without providing any advance notice to Customer— until Customer remits payment for all amounts owed by Customer for Services. Customer expressly agrees and acknowledges that it shall neither assert nor seek to enforce any claim for damages or penalties arising from RailPros' ceasing performance under this Section 2. RailPros' right to cease providing Services based on nonpayment and/or untimely payment is independent of any right(s) set forth in Section 5 of this Agreement.

3. In the event that Customer contests any charge(s) included on an Invoice and/or asserts that any Services described in an Invoice were deficient, Customer shall submit a written complaint to RailPros (a "Complaint") within fifteen (15) business days of its receipt of the challenged Invoice. A Complaint must set forth (in detail): (1) the Services and/or Invoice entries that Customer is contesting; (2) the basis for Customer's Complaint; and (3) Customer's desired solution. Failure to timely submit a Complaint shall constitute a waiver of any grievances related to the subject Invoice and shall further be construed as an unequivocal agreement to pay all amounts described therein.

4. Customer may terminate this Contract, in whole or in part, at any time without cause, and without liability except for required payment for services rendered by providing at least twenty-four (24) hours written notice to RailPros. Failure to provide timely notice under this provision shall obligate Customer to pay RailPros for one (1) additional days' worth of Services at the applicable daily rate(s) set forth in the SOW.

5. RailPros may terminate this Agreement without liability, effective upon providing notice to Customer, if Customer: (1) materially breaches a provision of this Contract and fails to cure its breach within fifteen (15) days after receipt of written notice of its breach, or (2) becomes insolvent or admits and/or demonstrates its inability or unwillingness to pay its debts as they become due.

6. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Services described in the SOW are completed or the Contract is terminated.

7. This Agreement benefits solely the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. This Agreement may not be altered, amended, modified or otherwise changed, except by a writing duly executed by the Parties hereto.

9. This Agreement constitutes the final and entire agreement between the Parties, and this Agreement supersedes all prior understandings and agreements, if any, among or between the Parties.

10. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Contract or any part thereof or the right of any person thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other breach.

11. This Agreement shall be interpreted and construed under the laws of the State of Texas, and venue for all suits arising out of or relating to this Contract shall be brought exclusively in a Texas state district or county court sitting in Tarrant County, Texas.

12. All invoices, requests, communications, and notices required to be sent to Customer shall be delivered to the address(es) and/or email address(es) set forth in the SOW. All Complaints, requests, communications, and notices required to be sent to RailPros shall be sent to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038, Attention: Stuart Hall. Any notice of termination and/or cancelation shall be sent to RailPros at Stuart.Hall@RailPros.com.

13. Neither of the Parties shall be liable for any delays or failures in performance due to acts of God, strikes, lockouts, labor restrictions by governmental authority, civil riots, war and acts of terrorism.

14. In the event of any subsequent litigation involving the interpretation or enforcement of this Contract, the prevailing Party shall recover against the non-prevailing Party all of its costs and reasonable attorneys' fees incurred in connection with the lawsuit.

15. In connection with RailPros' providing the Services, RailPros agrees to obtain the following insurance policies: (1) a Commercial General Liability policy with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate (the "CGL Policy") and (2) a Commercial Automobile Liability policy with limits of not less than $1,000,000 (collectively, the "Policies").

The Policies shall include Customer as additional insureds (collectively, the "Additional Insureds"). Coverage for the Additional Insureds shall be primary and non-contributory to any other insurance maintained by Customer. Coverage for Additional Insureds under the CGL Policy shall be set forth via an ISO endorsement form CG 20 26 07 04 (or equivalent endorsement), unless otherwise limited by applicable law. The Policies shall include a Waiver of Subrogation in favor of Customer. RailPros agrees to provide Customer with Certificate(s) of Insurance that verify the foregoing.

In addition, RailPros agrees to maintain Workers' Compensation insurance (the "WC Policy") with limits established by statue in the state where the Services will be provided. All RailPros employees providing Services shall be covered under the WC Policy, including employees who are sole proprietors, members or partners, whether or not required by applicable law. The WC Policy shall also include a Waiver of Subrogation in favor of Customer.

16. RailPros and Customer each agree to indemnify, defend, and hold the other harmless from any third- party claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) alleged to arise from the indemnifying party's sole negligence in performing their respective obligations under this Agreement.

Customer/ Company Name:

Eric P. Jensen

Name

Mayor

Title:

Signature:

RAILPROS
FIELD SERVICES

July 30, 2020

Randall M. Krauel
City of Carroll, Iowa
712-792-1000
rkrauel@cityofcarroll.com

Subject: **Quote for Contractor in Charge Services**

Dear Mr. Krauel,

Thank you for contacting RailPros Field Services, Inc. to provide a qualified Contractor in Charge. RailPros provides associates with extensive railroad experience, all qualified in GCOR, Maintenance-of-Way, and On-track safety. All of our Contractors in Charge are dedicated to safety on the jobsite and have an acute understanding of railroad rules.

RailPros charges a daily rate which includes an 8-hour on-site workday, mobilization, and Per Diem costs. Our services are billed for the Contractor in Charge's (CIC's) time on site, to include any time setting up and taking down track protection, if applicable. Any time beyond the CIC's 8 hours will be charged at an hourly overtime rate.

The rates for our services are as follows:

Standard Work Day:	
Standard 8 hour day	$998.00
Overtime rate per hour after 8 hours	$132.00
Nights, Weekends, and Holidays:	
Standard 8 hour day	$1,260.00
Overtime rate per hour after 8 hours	$151.00

In the event of cancellation, if RailPros UP Management is given less than 24 hours' notice, it is considered a billable day. Cancellations must be made in writing to UP.Info@RailPros.com.

This quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

Invoices are submitted upon completion of the job or at month's end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt. Invoices are subject to a 1.5% fee for every 30 days the payment is delinquent. RailPros accepts payment for services via Visa, MasterCard, Discover and American Express without additional fees. We encourage you to use this free and convenient service with no processing fees. Please refer to the second page of this document for credit card payments. Please contact RailPros at 877-315-0513 X116 or UP.Info@railpros.com for more information.

This quote is valid for 30 days and is subject to the attached Services Agreement (SA).
You may indicate your acceptance of this quote and the SA by signing and returning both documents via email.

If you have any questions regarding this quote or would like further information, please feel free to contact me.

Thank you,

RAILPROS FIELD SERVICES, INC.

Field Service Associate
877.315.0513 x116

AGREED TO AND ACCEPTED BY:

Client Company Representative

Eric P. Jensen
Printed Name

Mayor — August 10, 2020
Title — Date

The RailPros family of companies offers a full suite of rail services including utility inspections and dynamic, customizable training. To learn more, visit railprosfs.com and rrtrainers.com.

RAILPROS
FIELD SERVICES

Thank you – We really appreciate your business! If you would like to use the option of paying by credit card, please fill in the information below and credit card application at the following link:

http://www.railprosfs.com/paymyinvoice

A $700 deposit is required to use this option which will be applied to your balance.

Return the below signed document with your required paperwork.

I, _____, authorize RailPros Field Services, Inc. to charge my credit card for deposits and purchases of services. I understand that my credit card information will be saved to file for future transactions on my account.

_____ _____
Customer Signature Date

1320 Greenway Dr., Suite 490
Irving, TX 75038

P: (877) 315 – 0513
www.railprosfs.com