

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** June 6, 2023  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Yvette Hernandez (915) 212-1860

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 2 – Set the Standard for a Safe and Secure City  
**SUBGOAL:** 2.4 Improve motorist safety and traffic management solutions.

**SUBJECT:** Medical Center of Americas Railroad Quiet Zone

**BACKGROUND / DISCUSSION:**

Discussion and action that the City Manager is authorized to sign an "Authorization and Reimbursement Agreement – Public Road Crossing Improvements – Surface, Signal and Signal Interconnect" with the Union Pacific Railroad Company, authorizing the Union Pacific Railroad Company to perform the necessary work on Rick Francis Street in relation to the University Medical Center Quiet Zone and agreeing that the City shall reimburse the Union Pacific Railroad Company for its performance of the work in the amount of \$548,322.00 and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. The City will reimburse Union Pacific Railroad Company.

**SELECTION SUMMARY:** N/A

**CONTRACT VARIANCE:** N/A

**PROTEST:** N/A

**PRIOR COUNCIL ACTION:**

On April 18, 2013 City Council approved a resolution authorizing the City Manager to take all action necessary to establish the University Medical Center Quiet Zone and Five Points Quiet Zone ("2013 Resolution"). Through the 2013 Resolution, Council authorized the City Manager to take such actions as permanently closing street crossings over Union Pacific Railroad Company property; installing gate systems; installing raised medians; installing warning signage; installing guard-railing; installing illumination; and modifying existing traffic patterns. The City has constructed those elements for which it has responsibility. The Five Points Quiet Zone is fully operational. The final element necessary to establish the Medical Center Quiet Zone, a pedestrian crossing system, will be installed by the railroad; the City will reimburse railroad for the pedestrian system and its installation. Following installation, the City can petition the Federal Railroad Administration to establish the Quiet Zone.

**AMOUNT AND SOURCE OF FUNDING:** NA

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  YES  NO

**PRIMARY DEPARTMENT:** Capital Improvement  
**SECONDARY DEPARTMENT:** Streets and Maintenance

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Yvette Hernandez*

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Yvette Hernandez, P.E.  
City Engineer

## **RESOLUTION**

**WHEREAS**, on April 18, 2013, the El Paso City Council approved a Resolution authorizing the City Manager to take all action necessary to establish the University Medical Center Quiet Zone and Five Points Quiet Zone (“2013 Resolution”).

**WHEREAS**, through the 2013 Resolution, Council authorized the City Manager to take such actions as permanently closing street crossings over Union Pacific Railroad Company property; installing gate systems; installing raised medians; installing warning signage; installing guard-railing; installing illumination; and modifying existing traffic patterns.

**WHEREAS**, through the 2013 Resolution, Council further authorized the City Manager to negotiate with the Texas Department of Transportation for the reconstruction of the Carolina Bridge and to establish funding sources and make budget transfers necessary to accomplish the establishment of the Quiet Zones.

**WHEREAS**, presently, the Union Pacific Railroad Company (“UPRC”) is requesting that the City enter into an Authorization and Reimbursement Agreement – Public Road Crossing Improvements – Surface, Signal and Signal Interconnect (“Reimbursement Agreement”).

**WHEREAS**, the Reimbursement Agreement would provide for the UPRC to perform the work to replace gates and a signal cabin on Rick Francis Street (formerly, Concepcion Street).

**WHEREAS**, pursuant to the Reimbursement Agreement, the City would reimburse UPRC for its work in an estimated amount of \$548,322.00 (“Reimbursement Amount”).

**WHEREAS**, the money necessary for the Reimbursement Amount is available in the City’s earmarked funding for the quiet zone project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**THAT** the City Manager is authorized to sign an “Authorization and Reimbursement Agreement – Public Road Crossing Improvements – Surface, Signal and Signal Interconnect” with the Union Pacific Railroad Company, authorizing the Union Pacific Railroad Company to perform the necessary work on Rick Francis Street in relation to the University Medical Center Quiet Zone and agreeing that the City shall reimburse the Union Pacific Railroad Company for its performance of the work.

(Signatures on the following page)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

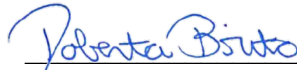
**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

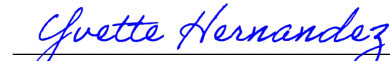
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez, City Engineer  
Capital Improvement Department

**AUTHORIZATION AND REIMBURSEMENT AGREEMENT  
PUBLIC ROAD CROSSING IMPROVEMENTS—SURFACE, SIGNAL AND SIGNAL  
INTERCONNECT**

THIS AUTHORIZATION AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of \_\_\_\_\_ ("**Effective Date**"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and CITY OF EL PASO, a municipal corporation or political subdivision of the State of Texas ("**Agency**").

**RECITALS**

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing, at-grade crossing area (the "**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto (the "**Crossing Area**").

**AGREEMENT**

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform (or cause to be performed) the Project work described on Exhibit B and, to the extent that the Project includes signal improvement work, Exhibit B-1 attached hereto (collectively, the "**Railroad Work**").
2. To the extent that the Project includes (a) the interconnection of Railroad's grade crossing warning devices with Agency's highway traffic control signals and (b) coordinating the operation of such signals (collectively, the "**Signal Interconnect Work**"), such interconnection and coordination work shall be performed pursuant to the terms set forth in Exhibit C.
3. Railroad's estimated cost for the Railroad Work is included, as applicable, on Exhibit D (Surface Work Estimate) and Exhibit D-1 (Signal Work Estimate) attached hereto (collectively, the "**Estimate**") and may include, without limitation, costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.
4. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad and/or Railroad's third party consultant(s), as applicable, for actual costs incurred in connection with the Railroad Work, as such costs are more particularly set forth in the Estimate. During the performance of the Railroad Work, Railroad will provide (and/or will cause its third party consultant(s) to provide) progressive billing to Agency based on actual costs in connection with the Railroad Work. Within one hundred

twenty (120) days after completion of the Project, Railroad will submit (and/or will cause its third party consultant(s) to submit) a final billing to Agency for any balance owed in connection with the Railroad 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 Railroad Work.

5. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Agency shall be responsible for the safe conduct and adequate policing and supervision of the Agency Work, and Agency acknowledges and agrees that the Agency Work shall be performed so as to not obstruct, endanger, interfere with, hinder or delay maintenance or operation of Railroad's track or facilities, any communication or signal lines, installations or any appurtenances thereof or the operations of others lawfully occupying or using Railroad's property or facilities. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.

6. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement ("**CROE Agreement**") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.

7. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing any Agency Work within the Crossing Area, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman need to be present or whether Agency needs to implement any special protective or safety measures. In the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for such costs incurred in connection therewith in an amount proportionate to Agency's share of actual costs for the Railroad Work, as such percentage is more particularly set forth in the Estimate. As an example and for purposes of clarification only, if Agency is responsible for one hundred percent (100%) of actual costs for the Railroad Work as set forth in the Estimate, then Agency would be responsible for one hundred percent (100%) of the costs for flagging or any other special protection or safety measures.

8. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Agency Work, Agency shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit

the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency will telephone (or will cause its contractor or agent to coordinate) the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable. Agency and/or its contractors or agents, as applicable, shall not commence any Agency Work until the process set forth in this Section has been completed.

9. Railroad shall maintain grade crossing warning devices located within the Crossing Area (if any), and Agency hereby agrees to reimburse Railroad for costs to maintain any such grade crossing warning devices in accordance with the provisions set forth in Exhibit E attached hereto. Agency, at its sole cost, shall maintain any highway traffic control signals at the Crossing Area.

10. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

11. 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.

12. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**CITY OF EL PASO, TEXAS**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

Erik Lewis  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Manager I, Engineering – Public Projects  
\_\_\_\_\_  
Title



Exhibit A

**Description of Crossing Area**

Rick Francis Street Road At-Grade Public Road Crossing  
(DOT No. 741209R)  
Mile Post 825.15 – Valentine Subdivision  
City of El Paso, County of El Paso, State of Texas

## Exhibit B

### **Scope of Work**

#### Railroad Work:

1. Removal of existing gates
2. Installation of new gates and mast for pedestrian flashers
3. Removal of existing signal cabin and installation of new signal cabin

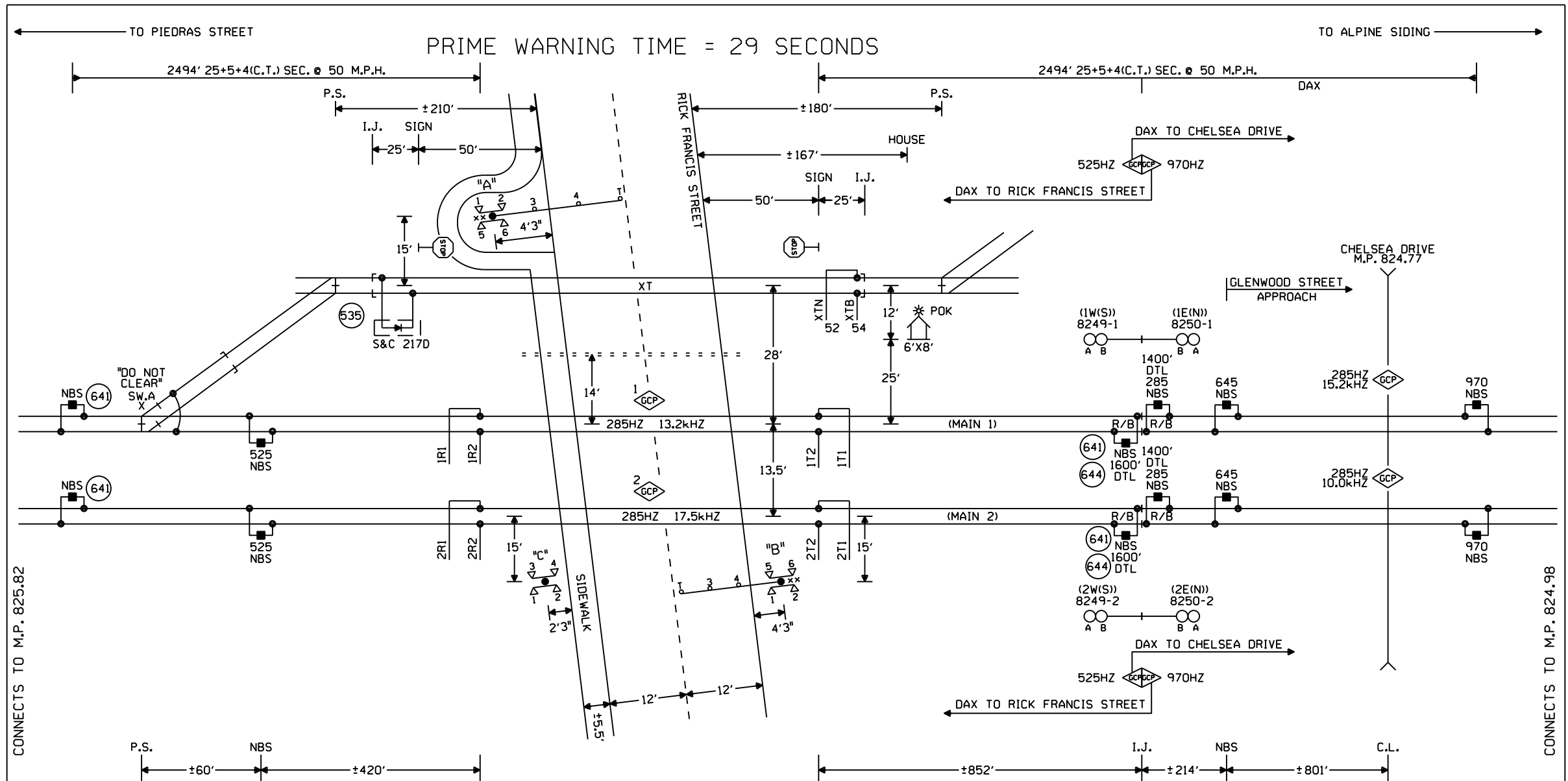
#### Agency Work:

1. No work to be performed by Agency

Exhibit B-1

**Signal Front Sheet**

(see attached)



**NOTES:**

- ⊗ = TWISTED WIRES  
INSULATED 1 TWIST PER FT.  
ALL TRACK WIRES 2C. #6
- TRANSMITTER AND RECEIVER LEADS  
TO BE SEPARATED BY AT LEAST 12" IN TRENCH.  
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S  
RECOMMENDATION.
- TOP OF FOUNDATION TO BE AT SAME ELEVATION  
AS THE SURFACE OF THE TRAVELED WAY & NO  
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNGALOW WIRING TO BE #16 AWG FLEX  
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND  
WIRE TO BE #6 AWG FLEX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".  
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD  
FOR 240V TO 240V IS PROVIDED AS WELL  
AS A 120V TO 240V ADAPTER.
- ALL LIGHTS TO BE 12" ROUNDELS.
- ==== 4" X 50' CONDUIT
- LIGHTS: LED LIGHTS

OFFSET AND ISLAND DISTANCES  
TO BE VERIFIED BY FIELD

- xx = BELL
- TRK 1 ISLAND DISTANCE 130' MINIMUM 120' REQUIRED
- TRK 2 ISLAND DISTANCE 130' MINIMUM 120' REQUIRED
- PREFERRED ISLAND WIRES CONNECTIONS  
ARE A MINIMUM 50' FROM EDGE OF ROAD

W(S) ← ○ → E(N)

**CONSTRUCTION NOTES:**

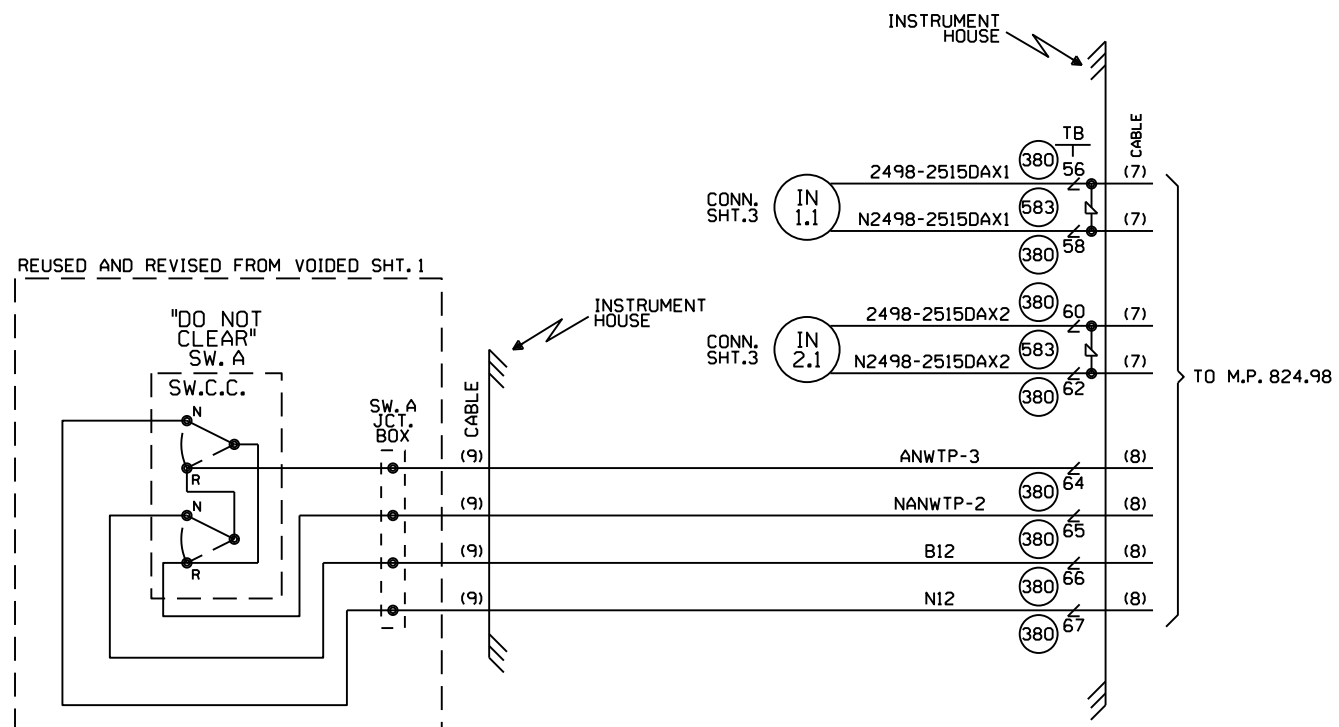
1. FIELD VERIFY CABIN AND CONDUIT PLACEMENT.
2. ORDER AND INSTALL (2) SETS IJs FOR SIDING TRACK  
AT THIS LOCATION.
3. ORDER AND INSTALL (1) TRACK DRIVER (TAB 529), (1) AC GENERATOR  
(TAB 531) AND (3) 5 OHMS RESISTORS (TAB 907) AND (1) RELAY (TAB 882)  
FOR THE HOUSE TRACK (XT) AT THIS LOCATION.
4. ORDER AND INSTALL (1) ADDITIONAL 5C\*6 CABLE FOR GATE 'A', AND  
(1) ADDITIONAL 5C\*6 FOR GATE 'B' DUE TO EXTENDED CABLE RUN  
DISTANCE FOR THE NEW HOUSE PLACEMENT.

**MATERIAL NOTES: DELETE UPON "AC"**

⊗ 6X8 ALUMINUM CABIN  
U.P. PART #520-0185

**NEW SHEET**

Designed: 06/25/21 <b>INSTALL FLASHERS, AND GATES W/CWT. AT RICK FRANCIS STREET, M.P. 825.15.</b>		<b>MODIFICATION LEVEL</b>		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 06/25/21	<b>UNION PACIFIC RAILROAD</b> EL PASO, TEXAS RICK FRANCIS STREET VALENTINE SUBDIVISION Office of AVP Engineering - Signal Omaha, Nebraska	Sh.: 1
Rec'd: 06/23/21 15: / XRL / KPM		Q. A. LAST LEVEL CHECKED DW			Des: XRL		DOT 741209R
		LAST LEVEL MOD THIS TYPICAL DW			Chk: SWP		MP: 825.15
		LAST LEVEL BY DESIGNER DW			AFE: 59998		ID: 064882515.1X
		CHANGED FROM TYPICAL? Y					



CABLE TABULATION

CABLE NO. 7 7C\*14 U.G.B.T. HOUSE TO M.P. 824.98  
 CABLE NO. 8 7C\*14 U.G.B.T. HOUSE TO M.P. 824.98.  
 CABLE NO. 9 7C\*14 U.G.B.T. HOUSE TO SW. A JCT. BOX.

NEW SHEET

							Designed 06/25/21 INSTALL FLASHERS, AND GATES W/CWT. AT RICK FRANCIS STREET, M.P. 825.15. Rec'd: MO: 59998 IS: /XRL/KPM	CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 06/25/21 Des: XRL Chk: SWP AFE: 59998	<b>UNION PACIFIC RAILROAD</b> EL PASO, TEXAS RICK FRANCIS STREET VALENTINE SUBDIVISION Office of AYP Engineering - Signal Omaha, Nebraska	Sh.: 1A DOT 741209R MP: 825.15 ID: 064882515.1AX
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## Exhibit C

### **Signal Interconnect Work Terms**

1. Plans. Agency, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Signal Interconnect Work and submit such plans and specifications to Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include, as applicable, traffic signal timing and wiring diagram for the traffic controller unit, the installation method for any work that involves boring under the track, and specifications for underground wireline facilities crossing Railroad tracks and right-of-way. Agency agrees to provide the traffic signal timing and wiring diagram for the traffic controller unit to Railroad at least two (2) months prior to the traffic signal controller bench testing and/or four (4) months prior to the proposed cutover with Railroad. The final one hundred percent (100%) completed plans for the Signal Interconnect Work that are approved in writing by Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to collectively as the "**Plans**" and specifically include the signal design schematic marked Exhibit C-1 (the "**Designs**") and the under-track boring drawing marked Exhibit C-2 (the "**Standard Drawing**"), with both exhibits being attached hereto. No changes in the Plans shall be made unless Railroad has consented to such changes in writing. Railroad's review and approval of the Plans will in no way relieve Agency (or any contractor or other agent hired by Agency) from its responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by Agency (or any contractor or other agent hired by Agency) on the Plans is at the risk of Agency (or any contractor or other agent hired by Agency).

2. Condition Precedent to Performance of Agency Work. Prior to commencement of the portion of the Agency Work related to the Signal Interconnect Work by Agency (or any contractor or other agent hired by Agency) in the Crossing Area, Agency shall, or shall require its contractor or agent to, (a) obtain Railroad approval of the Plans in accordance with Section 1 of this Exhibit C, including the installation method for underground wireline facilities and/or any work that involves boring under the track, and (b) notify Railroad pursuant to the terms and conditions of this Agreement.

3. Signal Failure/ Interference. Each of Railroad (with respect to its grade crossing warning devices) and Agency (with respect to its highway traffic control signals) shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communication lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference. Except as set forth in this Section, Agency shall not be liable to Railroad on account of any failure of Railroad's warning devices to operate properly, nor shall Railroad have or be entitled to maintain any action against Agency arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Agency on account of any failure of Agency's traffic signal to operate properly, nor shall

Agency have or be entitled to maintain any action against Railroad arising from any failure of Agency's traffic signal to operate properly.

Exhibit C-1

**Designs**

See Exhibit B-1.



Exhibit C-2

**Standard Drawing**

Intentionally Deleted.

Exhibit D

**Surface Work Estimate**

Intentionally Deleted.

Exhibit D-1

**Signal Work Estimate**

(see attached)

# Material And Force Account Estimate

## City of El Paso

Estimate Creation Date: 4/21/2022 Number: 138174 Version: 3

Estimate Good Until 10/23/23

Location: VALENTINE SUB, SIMN, 737-752.57

Buy America: No

Description of Work: Valentine Sub MP 825.15 El Paso, TX Rick Francis Street DOT#741209R PID#118865  
 WO#59998 100% Recollectable

**COMMENTS**      **Description**      **SubDivision**      **From MP**      **To MP**      **QTY**      **UOM**      **Unit Cost**      **LABOR**      **MATERIAL**      **TOTAL**

**SIGNAL**

	Xing - 2 Trk CWE w/Gates	VALENTINE SUB	737	752.57	1	EA	152,876.00	48,800	104,076	152,876
	Xing - AC/DC Island Only				1	LS	6,007.00	0	6,007	6,007
	Xing - Remove Location				1	LS	2,000.00	2,000	0	2,000
	Xing - Remove Location (Gates)				1	LS	2,000.00	2,000	0	2,000
	Xing - Flasher/Ped (pair)				1	LS	57,560.00	16,000	41,560	57,560
	Xing - Dax Cable 1000'				2	EA	6,440.00	8,000	4,880	12,880
	NWP: Extra gate cables due to length				1	EA	11,000.00	6,500	4,500	11,000
	Xing - U				2	PR	9,000.00	8,996	9,004	18,000
	Project Management				1	LS	15,000.00	0	15,000	15,000
	Xing - Misc.				1	LS	8,876.00	8,876	0	8,876
	Xing - Engineering Design				1	LS	20,000.00	0	20,000	20,000
	Xing - Boring				1	LS	10,000.00	0	10,000	10,000
	Xing - Fill/Rock/Gravel				1	LS	227,123.00	227,123	0	227,123
	Xing - Labor Additive				1	LS	5,000.00	0	5,000	5,000
	Xing - Meter Service				1	LS	0	0	0	0
							<b>Sub-Total =</b>	<b>328,295</b>	<b>220,027</b>	<b>548,322</b>

**Totals = 328,295 220,027 548,322**  
**Grand Total = \$548,322**

**Disclaimer:** This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

## Exhibit E

### **Reimbursement for Grade Crossing Warning Device Maintenance Costs**

A. A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("**Signal System**"), the Agency agrees to pay to Railroad the sum of Sixteen Thousand Six Hundred Ninety Five Dollars (\$16,695.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System located within the Crossing Area. The annual signal maintenance fee is calculated as shown on the attached Exhibit E, attached hereto and made a part hereof.

B. The above annual signal maintenance fee for Railroad's maintenance of the Signal System is based on the number of current signal units installed at the Crossing Area. If the Signal System is improved and/or altered in any way, the Agency must notify the Railroad in writing and the annual signal maintenance fee will be increased at a rate based on the American Railway Engineering and Maintenance of Way Association (AREMA) signal unit cost index. If the Agency fails to notify Railroad of any improvement or alteration to the Signal System, the Railroad may increase the annual signal maintenance fee at a rate based on the AREMA signal unit cost index any time after the date of installation and/or improvement of the Signal System. The signal unit base for the annual signal maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual signal maintenance fee was last determined or established. Any changes to the maintenance fee as contemplated herein may be made by means of an automatic adjustment in billing.

**AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS  
ESTIMATED MAINTENANCE COSTS**



**BUILDING AMERICA®**

**FOR PID # 118865  
BY THE UNION PACIFIC RAILROAD**

<b>STREET</b>	<u>Rich Francis Street</u>
<b>TOWN</b>	<u>El Paso, TX</u>
<b>MILEPOST</b>	<u>825.15</u>
<b>SUBDIVISION</b>	<u>Valentine</u>
<b>AAR/DOT NO.</b>	<u>741209R</u>
<b>WORK ORDER#</b>	<u>59998</u>

<b>DESCRIPTION</b>	<b>VALUE</b>	<b>QUANTITY</b>	<b>UNITS</b>
<b>NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)</b>	2	1	2
<b>SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP</b>	2	0	0
<b>HIGHWAY GRADE CROSSING SIGNAL (FRONT LIGHTS)</b>	2	2	4
<b>ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)</b>	1	4	4
<b>GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT</b>	8	2	16
<b>GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT</b>	10	0	0
<b>GCP/HXP (constant warning device, per track circuit)</b>	15	2	30
<b>EXIT GATE MANAGEMENT SYSTEM RACK*</b>	10	0	0
<b>MOVEMENT DETECTOR (PMD)</b>	6	0	0
<b>MOVEMENT DETECTOR (STANDBY UNIT)</b>	3	0	0
<b>RADIO DATA LINK, PER UNIT</b>	1	0	0
<b>PREEMPTION CIRCUIT</b>	2	0	0
<b>DATA RECORDER</b>	1	0	0
<b>REMOTE MONITORING DEVICE (SEAR, ETC)*</b>	2	1	2
<b>BONDED RAIL JOINTS (per mile, each rail, single bonded)</b>	1	0	0
<b>BATTERY AND CHARGER (per set)</b>	1	2	2
<b>TOTAL UNIT COUNT</b>			<b>60</b>
<b>PAVEMENT RESTORATION COSTS</b>			<b>(Actual)</b>
	Annual Maintenance Cost at \$278.25/Unit		<b>\$16,695</b>

\*UP supplied Unit Value

April 23, 2023