

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

DEPARTMENT: Engineering

AGENDA DATE: June 1, 2010

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E. City Engineer X4423

DISTRICT(S) AFFECTED: 7

SUBJECT:

That the City Manager is authorized to sign the Overpass Modification Agreement for the reconstruction of the existing Yarbrough Drive Overpass grade separation crossing with the Texas Department of Transportation and the Union Pacific Railroad Company providing for a license and permission to enter the Railroad's right of way for construction and future maintenance. Under this agreement TxDOT reimburses the railroad for the work it performs.

BACKGROUND / DISCUSSION:

To perform additional work on the roadway approaches to the Yarbrough Bridge and reconstruction of the intersection of Yarbrough Drive at San Jose Road.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

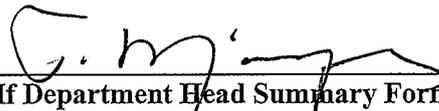
N/A

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

That the City Manager is authorized to sign the Overpass Modification Agreement for the reconstruction of the existing Yarbrough Drive Overpass grade separation crossing with the Texas Department of Transportation and the Union Pacific Railroad Company providing for a license and permission to enter the Railroad's right of way for construction and future maintenance. Under this agreement TxDOT reimburses the railroad for the work it performs.

ADOPTED THIS _____ DAY OF _____ 2010.

THE CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:


R. Alan Shubert, P.E.
City Engineer

El Paso County
CSJ 8032-24-002
Project BR 2008(558)
Yarbrough Drive in El Paso
DOT No. 741 225A

TxDOT Contract Number _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

TEXAS DEPARTMENT OF TRANSPORTATION
OVERPASS MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter shown as being fully executed, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," the City of El Paso, hereinafter called the "City," and the Union Pacific Railroad Company, a Delaware corporation, hereinafter called the "Railroad," acting by and through its official contracting executives.

WITNESSETH

WHEREAS, existing Yarbrough Drive highway-overpass structures cross over the Railroad's rail line at DOT No. 741 225A (Railroad Milepost 819.0~~4~~³, Valentine Subdivision) in El Paso, El Paso County, Texas, and

WHEREAS, the State now proposes to remove the existing structures and construct new Yarbrough Drive highway-overpass structures (the Project) as shown in Exhibit A attached hereto and made a part hereof, and

WHEREAS, on December 29, 2009 the Railroad and the State entered into a Highway-Railroad Preliminary Engineering Agreement, attached hereto and identified as Attachment 1, authorizing the Railroad to assist the State in the development of the Project's preliminary engineering services and authorizing reimbursement to the Railroad for actual costs that are incurred for collaborating in the development of the Project's preliminary engineering and other preliminary activities prior to execution of this Agreement, and

WHEREAS, all work to be performed and all materials to be provided shall be at State's expense unless specifically identified herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. LICENSE and PERMISSION.

a. The Railroad hereby gives to the State and/or the State's Contractor and/or the City license and permission for the construction, maintenance, and use of the aforesaid highway-overpass structures and highway across its property and over its track at the intersection of the Railroad's rail line and roadway as shown in Exhibit A. The license, given hereby, shall not prevent the Railroad from operating its trains or multiplying or changing its track across the land over which license has been given or under the overpasses contemplated hereby, as shown in Exhibit A.

b. The license given is subject to the rights of utility companies to maintain and operate facilities thereon and thereover, and the State and/or the City will make its own arrangements with the utility companies for any necessary relocation or alteration of said facilities.

c. No legal right which the Railroad now has to reconstruct, maintain, and operate its existing track and appurtenances or to construct, maintain, and operate additional track and appurtenances upon and across said property shall in anyway be affected by the giving of this license.

d. It is agreed that should the property or any portion thereof which is licensed hereunder cease to be used for public road purposes, this license, as to the portion so abandoned, shall immediately cease and terminate.

2. SCOPE OF WORK

a. The State, the City, and the Railroad agree to perform the work as outlined in Exhibit A, and as detailed in the Exhibit B set of final plans.

b. In order to provide for the safety of rail traffic, the Railroad may provide, at State's expense, flaggers during the period of performance of work in or incident to the proposed overpass construction. The State shall notify the Railroad a minimum of ten (10) days in advance whenever it is about to perform work adjacent to any track to enable the Railroad to furnish flagging and such other protective services as might be necessary to ensure safety of railroad operations. The Railroad shall have the right to furnish all such flagging or protective services as in its judgment are necessary and the State will reimburse the Railroad for cost thereof.

c. The State and/or the State's Contractor shall construct the highway-overpass structures as shown in Exhibit A.

3. PLANS, ESTIMATES, CONSTRUCTION, and MAINTENANCE.

a. The State agrees to prepare plans and specifications for the proposed highway-overpass structures and/or track construction involved in this Project and submit said plans and specifications to the Railroad for review and approval. Said plans and specifications, after having been approved by the Railroad, are hereby adopted as the plans and specifications covering the construction of said highway-overpass structures and/or trackage. The cover sheet for said approved plans shall become Exhibit B to this Agreement and said final plans shall be made a part of this Agreement. No changes to said final plans and specifications shall be made without the written approval of such changes by the State and the Railroad. Neither the State nor its Contractors shall commence any work on the Railroad's property involving such plans until the Exhibit B has been approved in writing by the Railroad.

b. The State and/or the State's Contractor shall furnish material for and perform the work to be done by it hereunder in accordance with the approved plans and specifications. The State and/or the State's Contractor shall install the overpass structure, trackage (if applicable), drainage facilities, and build its roadway, sidewalks and pavement across the Railroad's right of way as shown on the plans and in accordance with approved specifications and shall maintain or arrange for the maintenance of these facilities.

c. The State's Contractor shall provide the insurance coverages as contained in Article 4 of this Agreement and be required to execute the Railroad's then-current Texas-approved-standard Contractor's Right of Entry Agreement before commencing any work on the Railroad's property.

d. The Railroad and/ or the State's Contractor, unless otherwise provided, shall make such changes or alterations in the tracks, communication and signal pole and wire lines, pipe sewer and drainage or other facilities or buildings located upon the Railroad's right of way, that may be displaced or required by the construction of the Project as may be necessary to maintain continuous service and conform them to said construction and restore them to former condition for service either prior to, during, or following construction of said work. The Railroad has prepared a written cost estimate(s), which has been approved by the State, for the adjustment of such facilities, attached hereto and identified as Attachment 2. Railroad flagging, engineering, and engineering review has been included in the cost estimate(s). Only work shown in the approved cost estimate(s) will be reimbursed.

e. The Railroad has submitted a signal-circuit layout (if applicable) and a written cost estimate(s) for all railroad-force-account work, including Railroad flagging, which has been approved by the State, detailed in accordance with Exhibit A. Said approved estimate(s) and approved signal-circuit layout (if applicable) is attached hereto and identified as Attachment 2.

f. The Project may require the Railroad to order and assemble materials. The Railroad shall not order the materials until the State has issued to the Railroad written Authority To Order. Materials used on the Project should be assembled sufficiently in advance to assure prompt delivery, but reimbursement for any materials or handling charges will be contingent upon the issuance of the State's Authority To Order.

g. The Railroad shall perform the flagging to be done only after receipt of a written Work Order from the State to proceed with same. Payment will not be made for flagging done by the Railroad that is performed at the Project site prior to the issuance of a Work Order by the State. The providing of this service shall not relieve the State and/or its Contractor of any responsibility or liability.

h. The Railroad shall commence all other force-account work to be done by it herein within thirty (30) days after receipt of a written Work Order from the State that the work may proceed, or within a time-frame mutually acceptable to the State and the Railroad, and shall proceed without delay to the conclusion of its obligations herein.

i. The State and/or the State's Contractor and/or the City assumes the entire responsibility for the construction, maintenance, and use of said highway upon the Railroad's property at the location herein described and nothing contained herein shall ever be construed to place upon the Railroad any manner of liability for injury to or death of persons, or for damage to or loss of property arising from or in any manner connected with the construction, maintenance, or use of the portion of said highway located upon the Railroad's said property.

j. For future maintenance work, the Railroad, under terms of this Agreement, gives the State and/or the State's Contractor and/or the City and/or the City's Contractor permission to enter the Railroad right of way to perform routine maintenance and/or emergency work as required. The State's Contractor and/or the City and/or the City's Contractor shall provide the then-current Texas-standard insurance coverages and be required to execute the Railroad's then-current Texas-approved-standard Contractor's Right-of-Entry Agreement before commencing any work on the Railroad's property.

4. INSURANCE and RIGHT of ENTRY REQUIREMENTS

a. The State's Contractor shall provide the insurance coverages as contained in the Railroad's then-current Texas-approved-standard Contractor's Right-of-Entry Agreement, a sample of which is attached hereto and identified as Attachment 3. The State's Contractor shall execute the Contractor's Right-of-Entry Agreement before commencing any work on the Railroad's property.

b. For future maintenance work, the State's Contractor and/or the City and/or the City's Contractor shall provide the then-current Texas insurance coverages and be required to execute the Railroad's then-current Texas-approved-standard Contractor's Right-of-Entry Agreement before commencing any work on the Railroad's property.

c. The State is self-insured for any work performed by the State with its own employees. To the extent allowed under state law, the State is responsible to the Railroad to cover bodily injury and property damage claims which may occur in the course of operations.

5. PAYMENT.

a. No payment, except for any preliminary engineering costs in Section 5.c and where written Authority To Order material may have been issued prior to the Work Order resulting in some material and material handling costs, will be due the Railroad unless a Work Order for work to begin is issued by the State.

b. Reimbursement to the Railroad will be made for work performed and materials furnished, including but not limited to, insurance premiums and coverage at the rate and amount set forth in the approved cost estimate attached hereto, in accordance with the provisions of Title 23, Code of Federal Regulations (CFR), Subchapter B, Part 140, Subpart I, issued by the Federal Highway Administration, and amendments thereto except as modified by the provisions herein. Work performed and materials furnished by the Railroad will be reimbursed by the State based on actual costs incurred by the Railroad as they relate to the development of the Project and approved in the cost estimate, identified as Attachment 2.

c. The cost of preliminary engineering shall be eligible for reimbursement if incurred after final execution of the Highway-Railroad Preliminary Engineering Agreement as detailed in Attachment 1.

d. The Railroad may submit monthly bills of at least \$2,500.00, prepared in satisfactory form, for work performed and materials installed. Payment will be made within thirty (30) days for as much as 95% of the costs detailed on the bills.

e. The Railroad will submit a complete and final bill, including all eligible costs, when the Project is completed, and the State will pay to the Railroad as much as 95% of the costs detailed

on the bill. The State shall make payment within thirty (30) days of receipt of the bill. After audit of the Railroad's documentation for the final bill, the State will make payment of the complete balance due the Railroad. The State shall complete the audit of the Railroad's documentation within twelve (12) months of payment of the Railroad's final bill for the Project. If the State does not complete the audit within the specified time-frame, the State shall release all retained amounts and reimburse the Railroad thirty (30) days after the twelve-month time-limit has expired.

6. TERMINATION. The State reserves the right to cancel this Agreement for any reason and at any time prior to the issuance of a Work Order by the State to the Railroad to proceed with any part of the work outlined herein. The State will not be responsible for any expense incident to any cost incurred in the event of the cancellation of this contract, unless a Work Order was issued by the State and the Railroad incurred expenses pursuant to that Work Order, except for any preliminary engineering costs in Section 5.c and where written Authority To Order material may have been issued prior to the Work Order resulting in some material and material handling costs. In the event the State terminates this Agreement, any materials ordered by the Railroad upon receipt of the Authority To Order may be re-allocated to other State-approved projects upon consultation with the State.

7. RECORDS and AUDITS.

a. The State, the City, and the Railroad shall maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at their offices during the contract period and for three (3) years from the date of final payment. The records shall be made available to representatives from the State or U. S. Department of Transportation, including the Office of Inspector General, for the purpose of making audits, inspections, transcriptions, or excerpts.

b. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any project specific information the State Auditor considers relevant to the investigation or audit.

8. EXISTING AGREEMENTS. It is agreed that all existing agreements between the Railroad and the State and/or the City concerning licenses, permits, leases, or easements at this location shall remain in full force and effect. If there are any terms and conditions of this Agreement that conflict with any terms and conditions in any other existing agreements between the Railroad and the State and/or the City concerning licenses, permits, leases or easements at this location, the terms and conditions of this Agreement shall govern.

9. RESPONSIBLE FOR ITS OWN ACTIONS. The parties hereto acknowledge that no party is an agent, servant, or employee of any of the other parties, and each party agrees it is responsible for its own individual acts and deeds as well as the acts and deeds of its contractors, agents, representatives, and employees during performance of contract work.

10. PROTECTION OF FIBER OPTIC CABLE SYSTEMS. 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. The State and/or its Contractor shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Standard Time, Monday through Friday, except holidays) at (800) 336-9193 (also a 24-hour, seven-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the State. If it is, the State and/or the State's Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

11. LIMITED ACCESS. The State hereby agrees that during the performance of the proposed improvements it will keep its employees, material, and machinery within the defined area of the premises unless otherwise specified in Exhibit A. There shall be no crossings of the Railroad's track except at existing, open, and public crossings, or at locations mutually agreed upon by the State and/or the State's Contractor and the Railroad.

12. RAILROAD RETAINS TITLE. Upon execution by all parties, this Agreement will be in effect and continue thereafter for so long as the Railroad premises shall be used for the purposes set forth herein; provided, however, if the State shall abandon the use of the Railroad premises, or any part thereof, for such purposes, this license and permission and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon the Railroad shall have the same complete title to the Railroad premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom the State, its successors, and assigns.

13. TRANSFER. The parties hereto shall not assign the Agreement, in whole or in part, or any rights herein granted, without the written consent of the other party(ies), and it is agreed that any transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the non-transferring party(ies), shall terminate this Agreement.

14. AGREEMENT NOT A WAIVER. This permission is granted solely for the purposes of the State, at its sole cost and expense, for the proposed improvements as shown in Exhibit A and is expressly subject and subordinate to the present and future rights of the Railroad, its successors, assignees, lessees, grantees and licensees to maintain, use, operate, and renew on, beneath, or above the surface of the Railroad premises any telephone, telegraph, power, communication, or signal lines, poles and/or appurtenances, fiber optic communications, track, roadways, pipelines, structures, improvements or facilities of similar or different character, as now located, and to construct, install, establish, and thereafter maintain, use, operate, and to renew on, beneath, or above the surface of the Railroad premises, any or all said things, provided the same do not materially interfere with the State's use of the Railroad premises as hereinabove provided.

15. NOTIFICATION. The State agrees to notify the Railroad in writing when all work on the Railroad right of way is complete.

16. CONDITIONS.

a. In accordance with the provisions of Title 23, Code of Federal Regulations (CFR), Subchapter G, Part 646, Subpart B, issued by the Federal Highway Administration, and amendments thereto, the Railroad will not be required to participate five percent (5%) in the cost of the Project.

b. If the State will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subpart A and B are incorporated into this Agreement by reference. If the State will be receiving American Recovery and Reinvestment Act of 2009 ("ARRA") funding for this Project, the State shall be solely responsible in performing and completing all ARRA reporting documents for this Project. The State further confirms and acknowledges that Section 1512 of the ARRA provisions applies only to the "recipient" receiving ARRA funds directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the State and not of the Railroad and (ii) the State shall not delegate any ARRA reporting responsibilities on the Railroad. The State confirms that (A) the Railroad shall provide the Railroad's standard and customary billing for expenses incurred by the Railroad for this Project including the Railroad's standard and customary documentation to support such billing and (B) such standard and customary billing and documentation from the Railroad provides the information needed by the State to perform and complete the ARRA reporting documents. The Railroad confirms that the State and Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for this Project as provided in Article 7, RECORDS and AUDITS, of this agreement.

c. All provisions concerning the State, which are stipulated herein, related to highway facilities not located on the State highway system shall automatically cease and terminate upon official completion of the Project. The City shall assume the rights of the State after the State has completed the Project and released retainage (if retainage is required) and paid the Railroad for all eligible costs incurred hereunder, for those facilities not located on the State highway system.

IN WITNESS WHEREOF, the State, the City, and the Railroad have executed triplicate counterparts of this Agreement on the dates indicated below.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

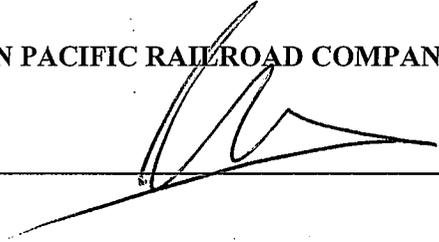
By _____ Date _____
William E. Glavin, P.E., Director, Rail Division

CITY OF EL PASO

By _____ Date _____

Name and Title _____

UNION PACIFIC RAILROAD COMPANY

By  _____ Date 5/12/2010
Name and Title _____ James P. Gade
Director-Contracts

Notices:

For the purposes of this Agreement, all notices, correspondence, billings, and other documentation shall be mailed to the following addresses:

For the State of Texas

Rail Division Director
Texas Department of Transportation
Rail Division
125 E. 11th Street
Austin, TX 78701-2483

For the Union Pacific Railroad Co.

Regional Manager Industry &
Public Projects
Union Pacific Railroad Company
24125 Aldine-Westfield Road
Spring, TX 77373-9015

For the City of El Paso

City Manager
City of El Paso
2 Civic Center Plaza
El Paso, TX 79901-1153

SUPPLEMENTAL PAGE TO OVERPASS MODIFICATION AGREEMENT
AMONG THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY
OF EL PASO AND THE UNION PACIFIC RAILROAD COMPANY

CITY OF EL PASO

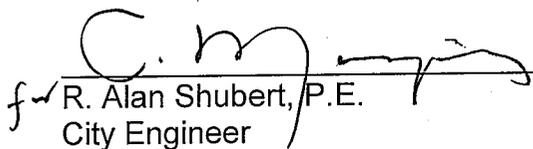
Joyce Wilson, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Mark Shoosmith
Assistant City Attorney


for R. Alan Shubert, P.E.
City Engineer

Design Conformance to Railroad Guidelines Report

Exhibit "A" Bridge Layout UPRR Overpass (Replacement Structure):

New RRMP 819.04

New DOT No. 741225A

Valentine Subdivision

Existing Crossing:

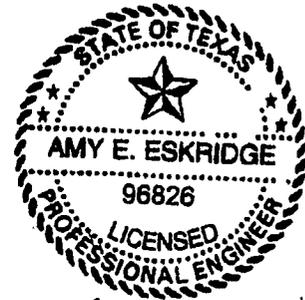
Exist. RRMP 819.04

Exist. DOT No. 741225A

CSJ: 8032-24-002 (Southbound), 8032-24-003 (Northbound)

El Paso County

Yarbrough Drive



Amy E. Eskridge
2/3/10

This report is provided by TxDOT as an aid to the Union Pacific Railroad reviewers. It summarizes conformance of the TxDOT prepared design and contract plans for the above referenced railroad grade separation to the current UPRR / BNSF Guidelines for Railroad Grade Separation Projects. Please see "Bridge Layout Exhibit 'A' UPRR Overpass," Sheets 1 and 2 of 3 in the attached plan sheets for reference.

The UPRR Overpass bridges meet the UPRR / BNSF Guidelines in the following ways:

Union Pacific ROW measures 98.5 ft in width and the existing track is crossed overhead at an 8.8156 degree skew by the Southbound (SB) and Northbound (NB) Yarbrough Drive replacement bridges. The bridges clear-span the UPRR ROW with 120 ft TxGirder 46 prestressed concrete girder spans. The faces of the columns supporting these spans are set back, outside of the ROW lines, the following distances:

- 12.95 ft at Bent 2 (SB)
- 4.09 ft at Bent 3 (SB)
- 12.89 ft at Bent 2 (NB)
- 4.17 ft at Bent 3 (NB)

This yields minimum horizontal clearances of:

- centerline of existing right track to face of column at Bent 2 of 58'-6" (SB)
- centerline of existing left track to face of column at Bent 3 of 41'-6" (SB)
- centerline of existing right track to face of column at Bent 2 of 58'-2.25" (NB)
- centerline of existing left track to face of column at Bent 3 of 41'-9.25" (NB)

All of these clearances, measured to bridge columns outside of the UPRR ROW, are greater than the 25 ft minimum when a Crash Wall would be indicated by AREMA Requirements.

A minimum 23.34 ft vertical clearance above top of existing 136 lb top rail is provided, which meets the UPRR Guidelines vertical clearance envelope of 23'-4". The prestressed girder construction of this bridge will meet the minimum construction clearances of 21 ft vertical and 12 ft horizontal from the existing the track. Demolition of

an existing structure is required. Reference UPRR Standard 711100, General Overhead Structure Drawing.

A protective fence has been provided in accordance with UPRR Standard 711100, General Overhead Structure Drawing, for the following reason: Yarbrough Drive has sidewalks on the left side of the northbound structure and the right side of the southbound structure. This fence will be ornamental wrought iron line, with 2" chain link mesh extending 10'-0" above top of sidewalk.

Drain slots will be blocked over the ROW in accordance with TxDOT Standard Traffic Rails Ty T551 and Ty T221. Copies are available for reference on the TxDOT Web Site at:

<ftp://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/bridge/rlstd009.pdf>

<ftp://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/bridge/rlstd004.pdf>

Drainage from the structure has been accommodated to drain away from the RR ROW and to not change the character or flow in the RR ditches or drainage structures.

The "Railroad Requirements for Bridge Construction" sheets have been included as part of the Exhibit "A" submission and are attached. Top of Top Rail survey elevations for 1000 ft in each direction of the Yarbrough Drive NB and SB UPRR Overpasses have been included in the table on sheet 1 of 3. Inclusion of these sheets in the contract plan set ensures that all UPRR requirements will be met by this project.

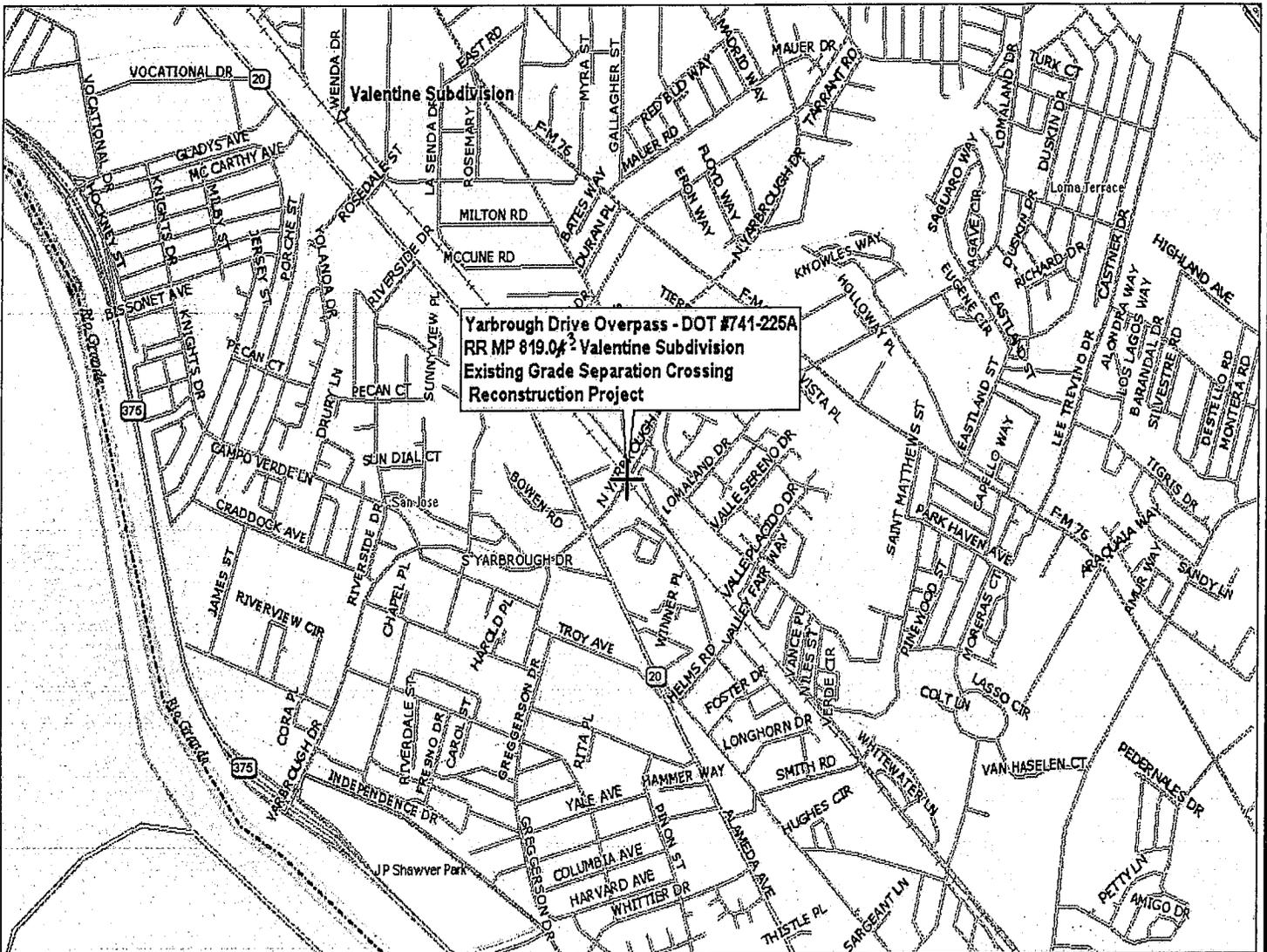
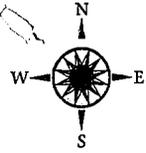
All drilled shafts are outside of the zone of RR track Live Load surcharge as referenced in UPRR Standard 710000, General Shoring Requirements.

Underground and overhead utilities are indicated.

Each of the Northbound and Southbound Yarbrough Dr. UPRR Overpass Structures are 39'-6" in overall width, with an 11'-2" space between them. Since each structure is less than 80 ft in width, track lighting underneath the structures is not required or provided.

Temporary casing will not be required for the drilled shafts on Interior Bents 2 and 3 because, considering the sound subgrade materials, they are far enough away from the tracks for the drilled hole to be stable under RR live load influence. By TxDOT Specifications, drilled shaft holes must not sit open overnight; they must be filled with concrete before crews can pull off at the end of each workday.

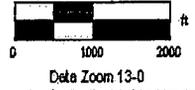
RAILROAD LOCATION PRINT OF AN EXISTING GRADE SEPARATION CROSSING RECONSTRUCTION PROJECT



Yarbrough Drive Overpass - DOT #741-225A
 RR MP 819.04 Valentine Subdivision
 Existing Grade Separation Crossing
 Reconstruction Project

DeLORME

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 www.delorme.com



RAILROAD WORK TO BE PERFORMED:

1. Engineering Design Review, Inspection & Flagging.

**RAILROAD LOCATION PRINT
UNION PACIFIC RAILROAD COMPANY**

VALENTINE SUBDIVISION
 MILE POST 819.04 5
 GPS: N 31° 43.3247', W 108° 21.1126'
 EL PASO, EL PASO CO., TX.

Railroad Location Print of an existing grade
 separation crossing reconstruction project with the
TEXAS DEPARTMENT OF TRANSPORTATION.

Folder No. 2522-30

Date: March 25, 2010

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE
 OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
 PHONE: 1-(800) 336-9193