

UP Real Estate Project No.: 0777089

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT
(RAILROAD LEASED LINE PROPERTY)

Taylor Road
DOT 448858K
MP 37.12 – Mission Subdivision (Leased to RVSC)
Mission, Hidalgo County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("UPRR"); **RIO VALLEY SWITCHING COMPANY (RVSC)**, a Texas corporation ("Lessee"); and **CITY OF MISSION**, a municipal corporation or political subdivision of the State of Texas to be addressed at 1201 East Eighth Street, Mission, Texas 78572 ("Public Authority"). UPRR and Lessee are hereinafter sometimes collectively referred to as the "Railroad".

RECITALS:

Presently, the Public Authority utilizes the Railroad's property for the existing at grade public road crossing over Taylor Road, DOT Number 448858K at Railroad's Milepost 37.12 on Railroad's Mission Subdivision (leased to the Rio Valley Switching Company) at or near Mission, Hidalgo County, Texas.

The Public Authority now desires to undertake as its project (the "Project") the reconstruction and widening of the existing at grade public road crossing for the installation of new signals and sidewalks. The road crossing, as reconstructed and widened is hereinafter the "Roadway" and the portion of the Railroad's property where the Roadway crosses the Railroad's property is the "Crossing Area."

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Public Authority to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that Public Authority needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's location print marked **Exhibit A** and the Public Authority's type, size and location prints of the Project marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

In support of its Project, the Public Authority has requested the Lessee's cooperation in connection with installing grade crossing protection device and installing the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the operation of highway traffic control signals. Said work is to be performed at the sole expense of Public Authority.

The Railroad and the Public Authority are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$72,500.00)** to be paid by the Public Authority to UPRR upon the execution and delivery of this Agreement and in further consideration of the Public Authority's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Public Authority the right to construct, maintain and repair the Roadway on and across the Crossing Area.

For purposes of advanced signal preemption, Railroad hereby grants permission and authority to Public Authority and/or its Contractor (as defined below) to install the conduit with the necessary wiring on Railroad right of way on the condition that prior to performing any work on Railroad's property, Public Authority shall, or shall require its Contractor to, notify the Railroad and/or enter into a right of entry agreement with Railroad, as applicable pursuant to the terms and conditions of this Agreement.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Public Authority to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Public Authority shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Public Authority confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Lessee: Rio Valley Switching Company
101 North 21st Street
McAllen, TX 78501

UPRR: Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0777089

D. If the Public Authority's own employees will be performing any of the Project work, the Public Authority may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Public Authority 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, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Public Authority agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY LESSEE; BILLING SENT TO PUBLIC AUTHORITY; PUBLIC AUTHORITY'S PAYMENT OF BILLS

A. The work to be performed by Lessee, at the Public Authority's sole cost and expense, is described in Lessee's Material and Force Account Estimate dated December 12, 2023, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, Lessee's estimated cost for Lessee's work associated with the Project is Eight Hundred Ninety Five Thousand One Hundred Seventy Two Dollars and 65/100 (\$895,172.65).

B. The work to be performed by UPRR, at the Public Authority's sole cost and expense, is described in UPRR's Material and Force Account Estimate dated January 19, 2024, marked **Exhibit C-1**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, UPRR's estimated cost for UPRR's work associated with the Project is Eight Thousand Dollars (\$8,000.00).

C. Lessee, if it so elects, may recalculate and update the Estimate submitted to the Public Authority in the event the Public Authority does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

D. The Public Authority acknowledges that the Estimate may or may not include any estimate of flagging or other protective service costs that are to be paid by the Public Authority in connection with flagging or other protective services provided by Lessee in connection with the Project. All of such costs incurred by Lessee are to be paid by the Public Authority.

E. Lessee shall send progressive billing to the Public Authority during the Project and final billing to the Public Authority within one hundred eighty (180) days after receiving written notice from the Public Authority that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Public Authority.

F. The Public Authority agrees to reimburse Lessee and UPRR within thirty (30) days of its receipt of billing from Lessee and UPRR for one hundred percent (100%) of all actual costs incurred by Lessee and UPRR in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by UPRR and Lessee prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the

job site and all direct and indirect overhead labor/construction costs including UPRR's and Lessee's standard additive rates.

Section 8. PLANS

A. The Public Authority, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Roadway and submit such plans and specifications to UPRR and Lessee, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by Lessee and UPRR's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Public Authority or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Public Authority or Contractor on the Plans is at the risk of the Public Authority and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its

standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Public Authority mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Public Authority for any reason or in the event the Public Authority does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Public Authority shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE PUBLIC AUTHORITY CAN COMMENCE WORK

Neither the Public Authority nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) UPRR, Lessee and Public Authority have executed this Agreement.
- (ii) The Railroad has provided to the Public Authority the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Public Authority agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Public Authority shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Public Authority.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Public Authority will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Public Authority agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Public Authority confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Public Authority and not of the Railroad, and (ii) the Public Authority shall not delegate any ARRA reporting responsibilities to the Railroad. The Public Authority also confirms and acknowledges that (i) the Railroad shall provide to the Public Authority the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Public Authority to perform and complete the ARRA reporting documents. The Railroad confirms that the Public Authority and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the original agreement either governing currently, or any agreement to be found in the future at the existing at-grade crossing shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. SIGNAL PREEMPTION

A. Public Authority and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at the Crossing Area in accordance with the design schematic (the "Designs").

B. Public Authority, at its expense, shall furnish all material, labor, equipment and supervision for the installation and maintenance of highway traffic control signals at the Crossing Area, as applicable in accordance with the Designs.

C. Lessee, at Public Authority's expense, shall furnish all material, labor, equipment and supervision for the work described in the Estimate(s) and in accordance with the Designs, including, as applicable, installation of signals and/or appurtenances and installation of the necessary relays and other materials required to interconnect and coordinate the operation of the highway traffic control signals to be installed by the Public Authority.

D. Each party 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 communications 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.

E. Except as set forth in this Section, Public Authority 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 Public Authority arising from any failure from Railroad's warning devices to operate properly. Similarly, Railroad shall not be liable to Public Authority on account of any failure of Public Authority's traffic signal to operate properly, nor shall Public Authority have or be entitled to maintain any action against Railroad arising from any failure of Public Authority's traffic signal to operate properly.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in triplicate as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

RIO VALLEY SWITCHING COMPANY

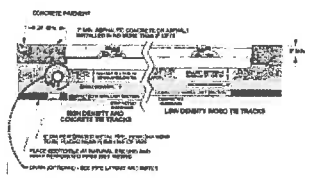
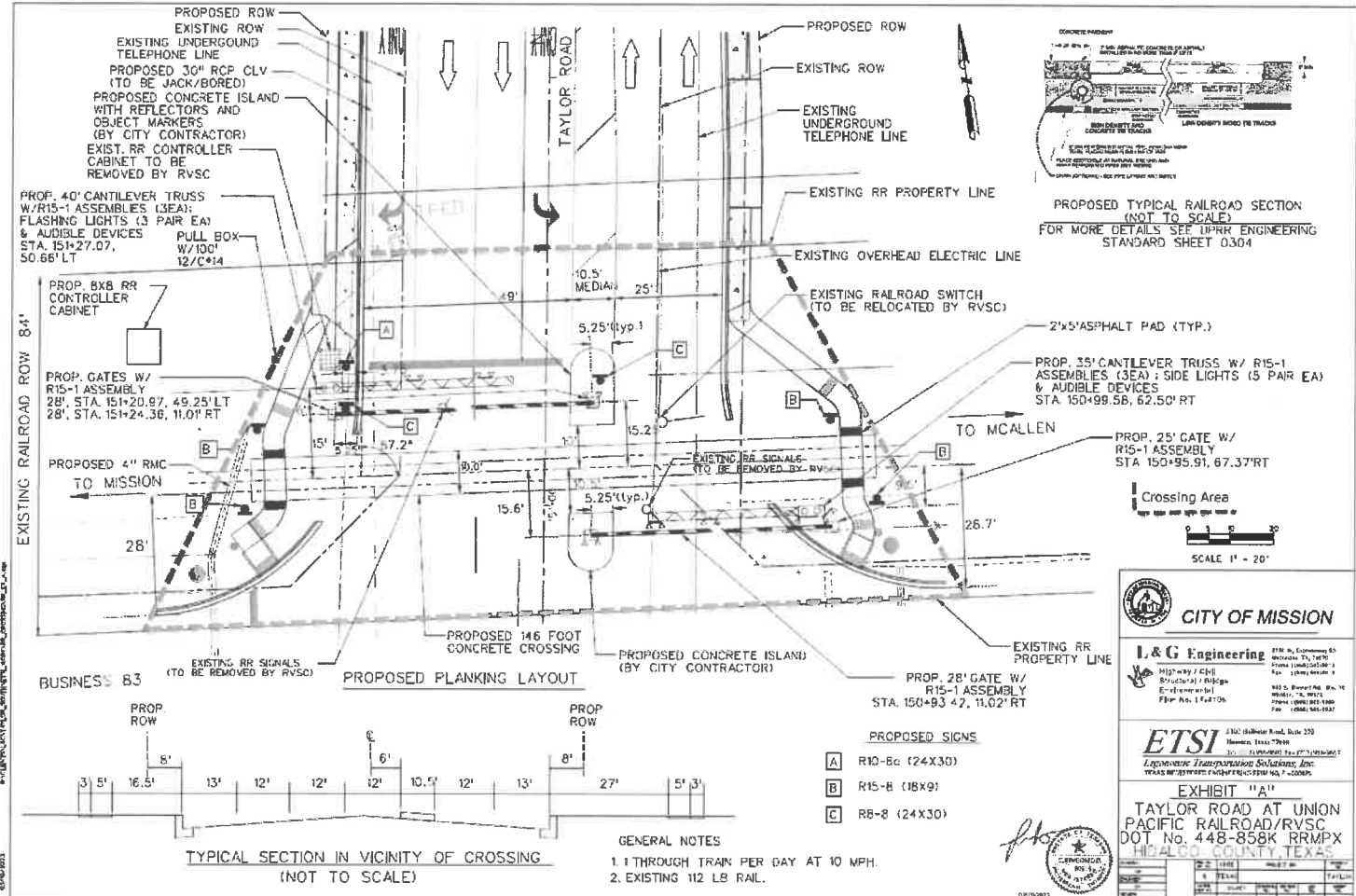
By: _____
Printed Name: _____
Title: _____

CITY OF MISSION

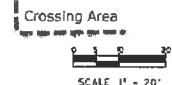
By: _____
Printed Name: _____
Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



PROPOSED TYPICAL RAILROAD SECTION (NOT TO SCALE)
 FOR MORE DETAILS SEE UPRRR ENGINEERING STANDARD SHEET 0304



CITY OF MISSION

I & G Engineering
 Highway / Civil
 Structural / Bridge
 Consulting / Survey
 P.E. No. 1142706

210 N. Commerce St.
 Mission, Texas 79701
 Phone (512) 281-1111
 Fax (512) 281-1111

ETSI
 2102 Hillcrest Road, Suite 210
 Houston, Texas 77059
 Tel: (713) 865-0001 Fax: (713) 865-0002
 Engineering Solutions, Inc.
 TEXAS REGISTRATION NUMBER: 000155990, P. 000000

EXHIBIT 11 A1

TAYLOR ROAD AT UNION PACIFIC RAILROAD/RVSC
 DOT No. 448-858K RRPX
 HIDALGO COUNTY, TEXAS

DATE	22	10/03	PROJECT	
BY	TEAM	SCALE	DATE	10/03
CHECKED	DATE	SCALE	DATE	10/03
DATE	10/03	SCALE	DATE	10/03

- PROPOSED SIGNS**
- A R10-6c (24X30)
 - B R15-B (18X9)
 - C R8-8 (24X30)

GENERAL NOTES

1. THROUGH TRAIN PER DAY AT 10 MPH.
2. EXISTING 112 LB RAIL.



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**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A-1 will be the Public Authority's type, size and location prints of the Project (see Recitals)

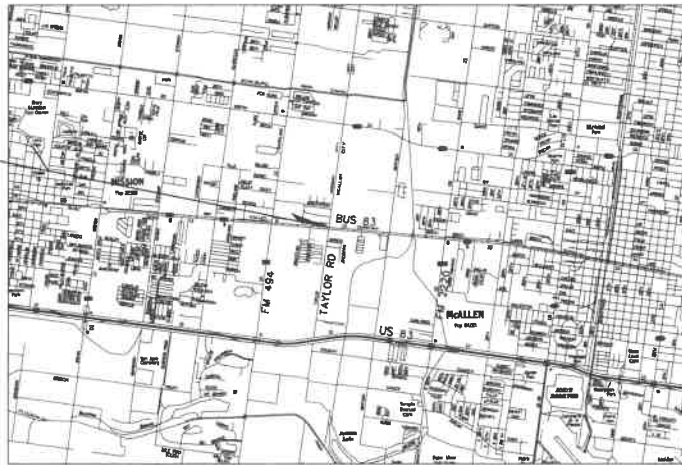
CITY OF MISSION, TEXAS

PLANS OF PROPOSED HIGHWAY IMPROVEMENT

STATE PROJECT NO: CSJ 0921-02-327
 UNION PACIFIC RAILROAD / RIO VALLEY SWITCHING CO.
 TAYLOR ROAD WIDENING
 NORTH OF BUSINESS 83



GRADE CROSSING WARNING DEVICES



PROJECT LOCATION
 TAYLOR ROAD NORTH OF BUSINESS 83
 RIO VALLEY SWITCHING CO. MP 36.90
 DOT# 448-858K

HIDALGO COUNTY

NOTE:

THE RAILROAD COMPANY SHALL ERECT AND MAINTAIN BARRICADES AND WARNING SIGNS OR USE SUCH SPECIFICATIONS AS MOST BE NECESSARY IN THE OPINION OF THE CITY OF MISSION ENGINEER TO INSURE AND SAFEGUARD THE NORMAL USE OF THE HIGHWAY DURING THE INSTALLATION OF THE PROJECT.

ASSOCIATION OF AMERICAN RAILROADS SIGNAL SECTION SPECIFICATIONS SHALL GOVERN ON THIS PROJECT.



CITY OF MISSION

L&G Engineering
 Highway / Civil
 Structural / Bridge
 Environmental
 Firm No. : F-4105

2100 W. Expressway 83
 Mission, TX 79702
 Phone: (361) 366-8212
 Fax: (361) 366-8219
 800 E. Stewart Rd., Sm. 10
 Mission, TX 79702
 Phone: (361) 365-1938
 Fax: (361) 365-1937

ETSI
 Ergonomic Transportation Solutions, Inc.
 TEXAS REGISTERED ENGINEER (1984) #98410, F-300023

**TAYLOR ROAD
 HIGHWAY RAIL CROSSING
 WARNING DEVICES**



09/10/2023

DATE	BY	PROJECT NO.	POST
09/10/23	CS	0921-02-327	TAYLOR
	PHR	HIDALGO	0921-02-327

N:\A\0921\02\TAYLOR_SOURNETS_WORK\RR_CROSSING\RR_TITLE.dwg
TAYLOR ROAD 0921-02-327
 COUNTY: HIDALGO
 PROJECT NO: CSJ 0921-02-327
 DATE ACCEPTED:

GENERAL NOTES:

1. SIGNAL CIRCUITS ARE DESIGNED TO GIVE 20 SECONDS MWT (minimum warning time) REFER TO SIGNAL CIRCUIT LAYOUT FOR TOTAL APPROACH TIME.
2. CONSTANT WARNING CIRCUITS ARE TO BE USED ON THIS PROJECT.
3. THE CITY OF MISSION OR ITS CONTRACTOR AGREES TO MAINTAIN PAVEMENT MARKINGS AND ADVANCE WARNING SIGNS PLACED ALONG THE ROADWAYS UNDER THEIR JURISDICTION AND IN ACCORDANCE WITH THE LAYOUT, STANDARD SHEETS AND TXMUTCD AFTER THE PROJECT IS COMPLETE.

WORK TO BE PERFORMED BY THE CITY OF MISSION OR ITS CONTRACTOR:

1. THE CITY OF MISSION OR ITS CONTRACTOR WILL FURNISH AND INSTALL OR REPLACE THE APPROPRIATE PAVEMENT MARKINGS AS OUTLINED ON THE ATTACHED LAYOUT AND STANDARD SHEETS IN ACCORDANCE WITH THE TXMUTCD.
2. THE CITY OF MISSION OR ITS CONTRACTOR WILL FURNISH AND INSTALL OR REPLACE THE FOLLOWING SIGNS IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND THE STANDARD HIGHWAY SIGN DESIGNS MANUAL FOR TEXAS (SHSD) : W10-1 (2EA); RB-8 (2EA); W10-2L (1EA); W10-2 (1EA); R15-B (4EA); R10-6a (1EA).
3. CONSTRUCT ROADWAY

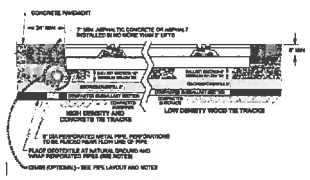
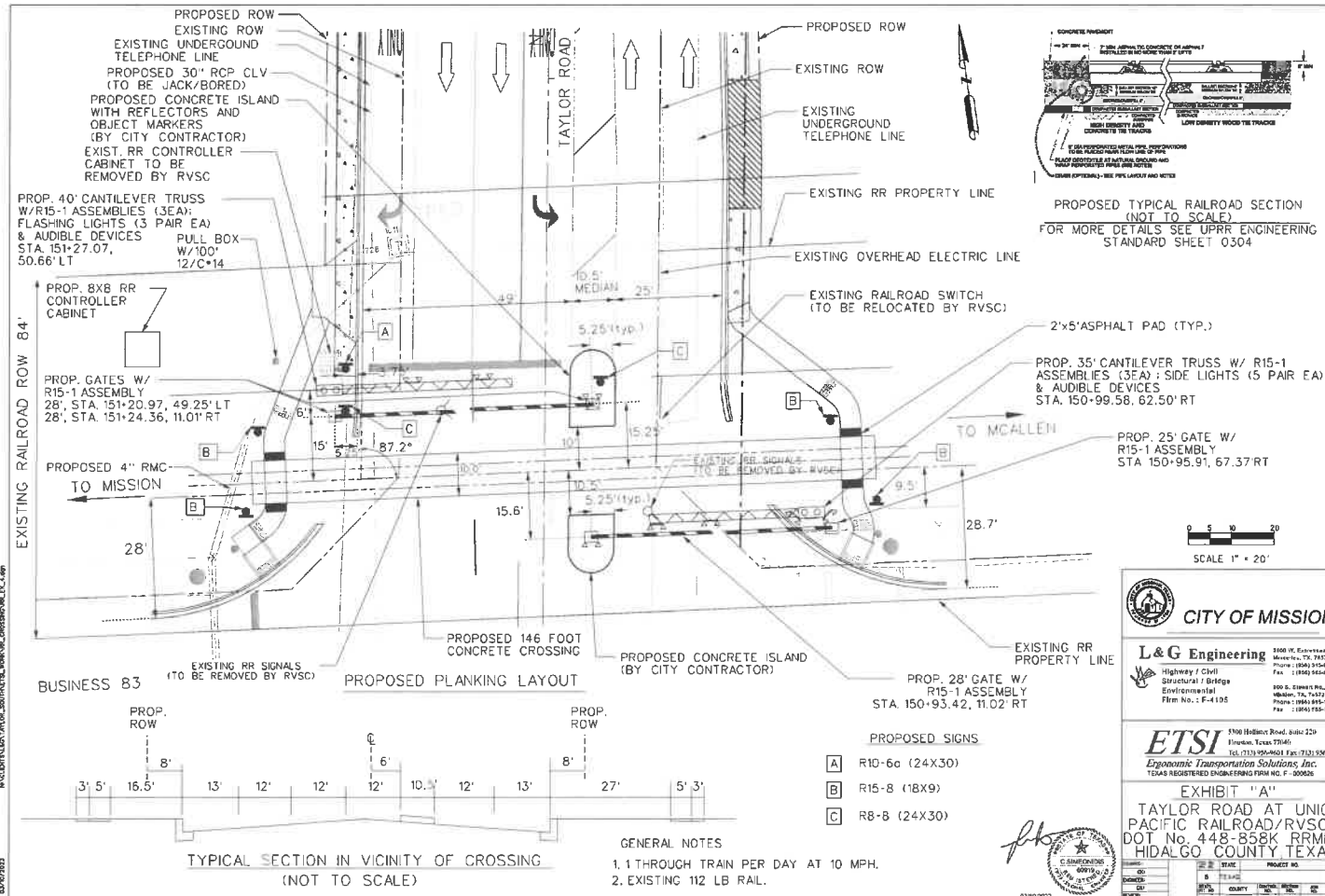
WORK TO BE PERFORMED BY UNION PACIFIC/RVSC:

1. INSTALL 146' X 10' CONCRETE CROSSING.
2. REMOVE EXISTING 6X6 RR CONTROLLER CABINET.
3. REMOVE EXISTING RR SIGNALS AND GATES AND RELATED FOUNDATIONS.
4. REMOVE AND/OR RELOCATE EXISTING RR SWITCH
5. REMOVE AND/OR RELOCATE EXISTING RR SIDE TRACK
6. INSTALL 40' CANTILEVER TRUSS WITH FLASHING WARNING LIGHTS (3 PAIRS) AND R15-1 ASSEMBLIES (3EA)
7. INSTALL 35' CANTILEVER TRUSS WITH FLASHING WARNING LIGHTS (5 PAIRS) AND R15-1 ASSEMBLIES (3EA)
8. INSTALL 3-28' GATES AND 1-25' GATE WITH R15-1 ASSEMBLIES.
9. INSTALL 4 BELLS.
10. 12" LAMP HOUSING SHALL BE USED AND BE EQUIPPED WITH LIGHT EMITTING DIODES (LED'S) OPERATED AT NO LESS THAN 8.5V UNDER NORMAL OPERATING CONDITIONS.
11. INSTALL 4" RMC UNDER TRACKS AT NO LESS THAN 30" BELOW TOP OF TIE AS SHOWN IN THE PLANS.
12. FURNISH AND INSTALL SIGN MOUNTING BRACKETS FOR THE MULFUNCTION SIGNS (R15-4) AT THE CITY'S EXPENSE.
13. THE RR COMPANY SHALL STENCIL THE DOT-AAR NUMBERS ON THE SIGNAL MASTS FACING THE ROADWAY USING 2 INCH BLACK LETTERING.
14. PROVIDE TRAFFIC CONTROL AND FLAGGING IN ACCORDANCE WITH THE TMUTCD AS NECESSARY DURING CONSTRUCTION. THE CITY OF MISSION WILL PROVIDE TRAFFIC CONTROL AND CONSTRUCTION SEQUENCING PLANS.

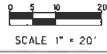
H:\PROJECTS\146X10\146X10_CROSSING_LAYOUTS.dwg 3/21/2023

	CITY OF MISSION												
	L&G Engineering Highway / Civil Structural / Bridge Environmental Firm No. : F-4105												
2108 W. Broadway St. McAllen, TX 78120 Phone : (361) 552-9811 Fax : (361) 552-9812													
400 S. Adams St., Ste. 10 McAllen, TX 78121 Phone : (361) 552-1828 Fax : (361) 552-1827													
	ETSI Ergonomic Transportation Solutions, Inc. TEXAS REGISTERED ENGINEERING FIRM NO. F - 000293												
5100 Haberman Road, Suite 228 Houston, Texas 77066 TEL: (713) 556-8802 FAX: (713) 856-8847													
EXHIBIT "A" GENERAL NOTES INSTALL GRADE CROSSING WARNING DEVICES TAYLOR ROAD AT UNION PACIFIC RAILROAD / RVSC HIDALGO COUNTY, TEXAS													
	<table border="1"><tr><td>DATE</td><td>PROJECT NO.</td><td>SCALE</td></tr><tr><td>0</td><td>TXAS</td><td>TAYLOR</td></tr><tr><td>DATE</td><td>PROJECT NO.</td><td>SCALE</td></tr><tr><td>DATE</td><td>PROJECT NO.</td><td>SCALE</td></tr></table>	DATE	PROJECT NO.	SCALE	0	TXAS	TAYLOR	DATE	PROJECT NO.	SCALE	DATE	PROJECT NO.	SCALE
DATE	PROJECT NO.	SCALE											
0	TXAS	TAYLOR											
DATE	PROJECT NO.	SCALE											
DATE	PROJECT NO.	SCALE											

03/10/2023



PROPOSED TYPICAL RAILROAD SECTION (NOT TO SCALE)
FOR MORE DETAILS SEE UPRR ENGINEERING STANDARD SHEET 0304



CITY OF MISSION

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No.: E-4105

1700 Holbeck Road, Suite 220
Mission, Texas 79701
Phone: (806) 934-8113
Fax: (806) 934-8130

ETSI
Ergonomic Transportation Solutions, Inc.
TEXAS REGISTERED ENGINEERING FIRM NO. F-00026

EXHIBIT "A"
TAYLOR ROAD AT UNION
PACIFIC RAILROAD/RVSC
DOT No. 448-858K RRPX
HIDALGO COUNTY TEXAS

- PROPOSED SIGNS**
- A R10-6c (24X30)
 - B R15-8 (18X9)
 - C R8-8 (24X30)

GENERAL NOTES

1. THROUGH TRAIN PER DAY AT 10 MPH.
2. EXISTING 112 LB RAIL.



NO.	DATE	BY	PROJECT NO.
1	08/31/2022	G. SIMPSON	TAYLOR
2			
3			
4			
5			
6			
7			
8			
9			
10			

DATE PLOTTED: 03/10/2022 10:00:00 AM PROJECT: TAYLOR ROAD AT UNION PACIFIC RAILROAD/RVSC

TEMPORARY TRAFFIC SIGNAL HARDWARE TO BE FURNISHED,
INSTALLED & MAINTAINED BY THE CONTRACTOR*

ITEM	UNIT	QUANTITY
3/4" 18 POWER TO VIDEO CAMERA	LF	710
COAXIAL DATA TO VIDEO CAMERA	LF	710
3/4" #12 PDSR BUTTON CABLE	LF	1430
4" #12 TRAY CABLE	LF	330
5/8" #12 SIGNAL CABLE	LF	2010
7/8" #12 SIGNAL CABLE	LF	390
RE BASE	LF	8
RE TRIM	LF	48
RE BASE	LF	8
4" PVC CONDUIT	LF	8

* ALL ITEMS ARE SUBSIDIARY TO ITEM 661 - TEMPORARY TRAFFIC SIGNALS

**LEFT
TURN**

R16-10L
(30'X35')

S1, S2 & S3

**SCHEDULE OF
VIDEO CAMERA ASSEMBLIES**

LABEL	PHASE	DETECTION ZONES
VC1	#1, #6	D-1, D-8
VC2	#3, #6	D-3, D-8
VC3	#3, #5	D-2, D-8
VC4	#8	D-4

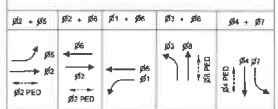
NOTE

CONTRACTOR TO COORDINATE WITH RVSC TO OBTAIN TRAIN SCHEDULE AHEAD OF TIME. CONTRACTOR WILL UTILIZE OFF DUTY POLICE OFFICERS FROM A LOCAL PUBLIC AGENCY (SUCH AS THE CITY OF McALLEN OR THE CITY OF MISSION) TO MANUALLY CONTROL THE CROSSING WHEN A TRAIN CROSSES TAYLOR ROAD.

LEGEND

- DIRECTION OF TRAFFIC FLOW
- TEMPORARY SIGNAL HEAD
- PROPOSED OVERHEAD SIGN
- EXISTING STRAIN POLE
- PROPOSED STRAIN POLE
- EXISTING CONTROLLER CABINET
- CONSTRUCTION AREA
- EXISTING PED SIGNAL HEAD
- EXISTING PUSH BUTTON
- PROPOSED PED SIGNAL HEAD
- PROPOSED PUSH BUTTON

PROPOSED TRAFFIC SIGNAL PHASING



SCALE 1" = 40'



Texas Department of Transportation
L&G Engineering 2100 W. Capitan Rd. Suite 220
 Highway / Civil Mesquite, TX 79621
 Structural / Bridge Phone: (806) 566-8111
 Environmental Fax: (806) 566-8119
 Firm No.: F-1195 800 N. Roman Rd. Box 18
 Mesquite, TX 79621
 Phone: (806) 566-1928
 Fax: (806) 566-1927

ETSI 5700 Hubbard Road, Suite 220
 Houston, Texas 77061
 Tel: (713) 956-9401 Fax: (713) 956-9407
Ergonomic Transportation Solutions, Inc.
 TEXAS REGISTERED ENGINEERING FIRM NO. P-00005

**TEMPORARY SIGNAL
LAYOUT PHASE II
TAYLOR ROAD
AT BUSINESS 83**

DATE	BY	CHECKED	PROJECT NO.	REVISION
03/14/2023	C. SIMONEZIS		6 TAYLOR	
DATE	BY	CHECKED	PROJECT NO.	REVISION
03/14/2023	C. SIMONEZIS		6 TAYLOR	

THIS DOCUMENT IS FOR
INTERIM REVIEW AND
NOT INTENDED FOR
CONSTRUCTION BIDDING,
OR PERMIT PURPOSES.
 C. SIMONEZIS, P.E.
 60810
 03/14/2023
 DATE

NOTES:

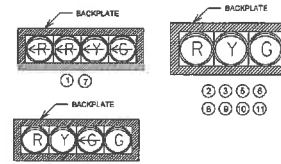
- UTILIZE PROPOSED SIGNAL POLES P1 & P2 SPAN W/RE LUMINAIRE, PUSH BUTTONS (PB1 AND PB2), PED SIGNAL HEADS (WH AND W2) FOR TEMPORARY SIGNAL OPERATION.
- UTILIZE EXISTING SIGNAL POLES P3 & P4, PUSH BUTTONS (PB3, PB4 AND PB7), PED SIGNAL HEADS (W3, W6 AND W7) FOR TEMPORARY SIGNAL OPERATION.
- CONTRACTOR MUST PROVIDE AND MAINTAIN TEMPORARY RAMPS SO THAT 3 CORNERS REMAIN OPEN AT ALL TIMES.
- USE VIDEO DETECTION CAMERAS FOR PHASE 1, 2, 3, 4, 5, 6 AND B.
- SET CAMERAS TO DETECTION ZONES AS SHOWN ON THIS LAYOUT. SET CONTROLLER TO ACTUATED MODE AS SHOWN IN THE PHASING SEQUENCE. PHASING AND TIMING MAY BE ADJUSTED TO FIT FIELD CONDITIONS.
- SIGNAL HEAD POSITIONS MAY BE ADJUSTED TO FIT SPECIFIC TRAFFIC CONTROL PHASING.
- ALL CROSSWALKS SHALL BE MAINTAINED DURING CONSTRUCTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER IN THE FIELD.

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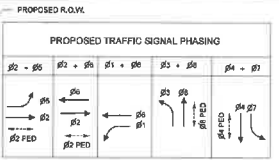
TEMPORARY TRAFFIC SIGNAL HARDWARE TO BE FURNISHED, INSTALLED & MAINTAINED BY THE CONTRACTOR*

ITEM	UNIT	QUANTITY
36F 16 POWER TO VIDEO CAMERA	LF	710
COAXIAL DATA TO VIDEO CAMERA	LF	710
3C #12 PED PUSH BUTTON CABLE	LF	1420
4C #12 TRAY CABLE	LF	710
5C #12 SIGNAL CABLE	LF	2010
7C #12 SIGNAL CABLE	LF	860
86 BARE	LF	8
86 THHN	LF	48
4" PVC CONDUIT	LF	8
2#16 GAT STL WIRE STRAND 1/8"	LF	1200

* ALL ITEMS ARE SUBSIDIARY TO ITEM 561 - TEMPORARY TRAFFIC SIGNALS



LEFT TURN SIGNAL
R10-102
(30" x 36")
51 & 52



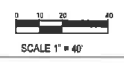
NOTE
CONTRACTOR TO COORDINATE WITH BVSC TO OBTAIN TRAIN SCHEDULE AHEAD OF TIME. CONTRACTOR WILL UTILIZE OFF DUTY POLICE OFFICERS FROM A LOCAL PUBLIC AGENCY (SUCH AS THE CITY OF McALLEN OR THE CITY OF MISSION) TO MANUALLY CONTROL THE CROSSING WHEN A TRAIN CROSSES TAYLOR ROAD.

LEGEND

- DIRECTION OF TRAFFIC FLOW
- PROPOSED SIGNAL HEAD
- PROPOSED OVERHEAD SIGN
- PROPOSED STRAIN POLE
- PROPOSED CONTROLLER CABINET
- TEMPORARY PAVEMENT
- CONSTRUCTION AREA
- TEMPORARY PED SIGNAL HEAD
- PROPOSED PED SIGNAL HEAD
- TEMPORARY PUSH BUTTON
- PROPOSED PUSH BUTTON

SCHEDULE OF VIDEO CAMERA ASSEMBLIES ZONES

LABEL	PHASE	DETECTION ZONES
VC1	β1, β6	D-1, D-5
VC2	β5	D-8
VC3	β2, β5	D-2, D-8
VC4	β4	D-4



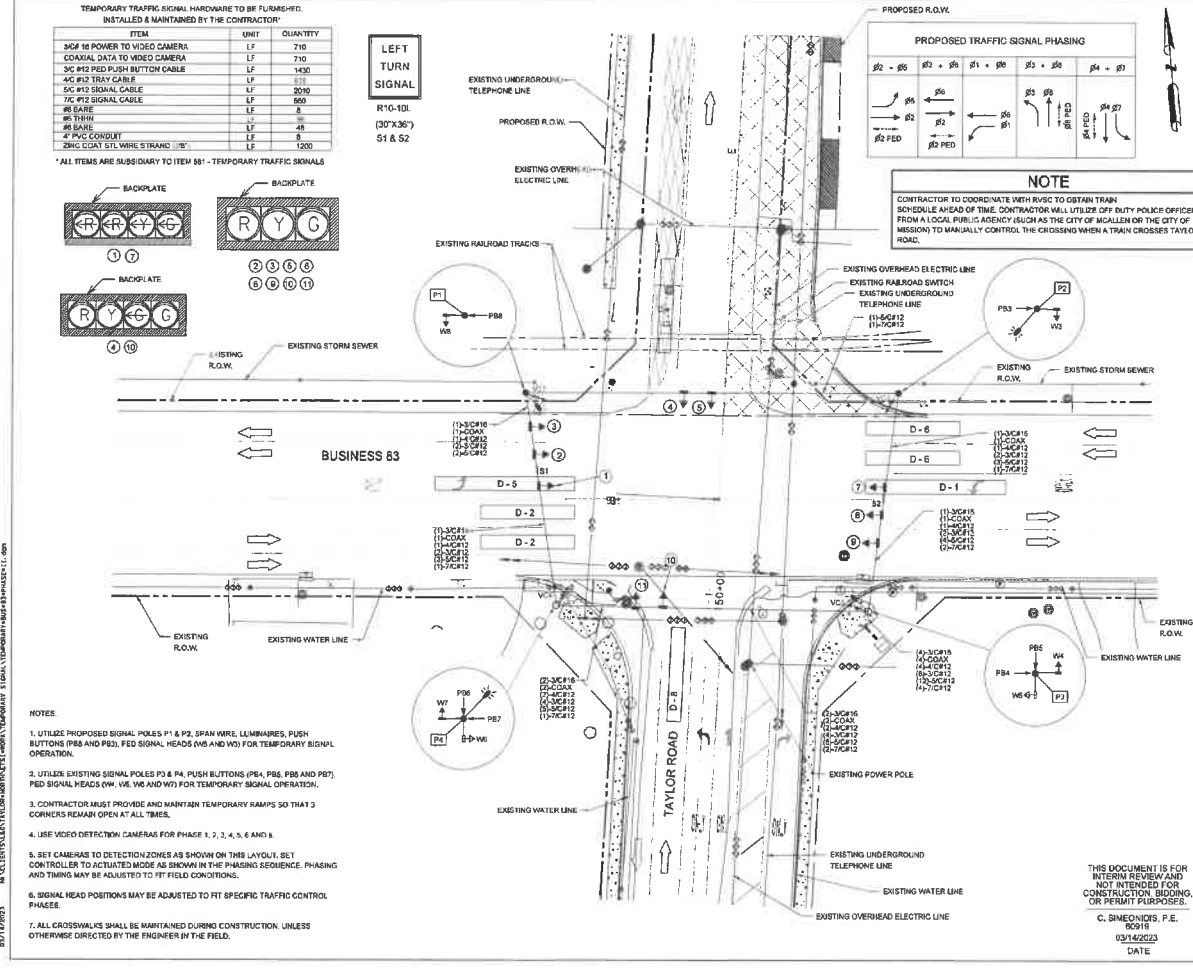
Texas Department of Transportation

L & G Engineering
Highway / Civil
Structural / Bridge
Environmental
5104 Hollister Road, Suite 230
Mission, Texas 79701
Tel: (361) 998-8881 Fax: (361) 998-8867
M.O.S. Equipment, Etc. 10
Mission, TX 79701
Phone: (409) 346-9866
Fax: (409) 346-9827

ETSI
Ergonomic Transportation Solutions, Inc.
TEXAS REGISTERED ENGINEERING FIRM NO. P-200025

TEMPORARY SIGNAL LAYOUT PHASE III AT TAYLOR ROAD AT BUSINESS 83

C. SIMONDIS, P.E.
10/18/18
03/14/2023
DATE



- NOTES**
- UTILIZE PROPOSED SIGNAL POLES P1 & P2, SPAN WIRE, LUMINAIRES, PUSH BUTTONS (PB1 AND PB2), PED SIGNAL HEADS (WH AND W7) FOR TEMPORARY SIGNAL OPERATION.
 - UTILIZE EXISTING SIGNAL POLES P3 & P4, PUSH BUTTONS (PB3, PB4 AND PB7), PED SIGNAL HEADS (WH, W6 AND W7) FOR TEMPORARY SIGNAL OPERATION.
 - CONTRACTOR MUST PROVIDE AND MAINTAIN TEMPORARY RAMPS SO THAT 3 CORNERS REMAIN OPEN AT ALL TIMES.
 - USE VIDEO DETECTION CAMERAS FOR PHASE 1, 2, 3, 4, 5, 6 AND 8.
 - SET CAMERAS TO DETECTION ZONES AS SHOWN ON THIS LAYOUT. SET CONTROLLER TO ACTUATED MODE AS SHOWN IN THE PHASING SEQUENCE. PHASING AND TIMING MAY BE ADJUSTED TO FIT FIELD CONDITIONS.
 - SIGNAL HEAD POSITIONS MAY BE ADJUSTED TO FIT SPECIFIC TRAFFIC CONTROL PHASES.
 - ALL CROSSOVERS SHALL BE MAINTAINED DURING CONSTRUCTION UNLESS OTHERWISE DIRECTED BY THE ENGINEER IN THE FIELD.

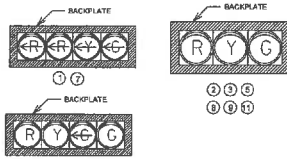
REV: 1/18/2023 IN: C:\CLIENTS\TAYLOR\PROJECTS\TEMPORARY SIGNAL LAYOUT PHASE III\PHASE III.dwg

THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION BIDDING OR PERMIT PURPOSES.

TEMPORARY TRAFFIC SIGNAL HARDWARE TO BE FURNISHED, INSTALLED & MAINTAINED BY THE CONTRACTOR*

ITEM	UNIT	QUANTITY
3C4 16 POWER TO VIDEO CAMERA	LF	710
COAXIAL DATA TO VIDEO CAMERA	LF	710
3C #12 PED PUSH BUTTON CABLE	LF	1430
4C #12 TRAY CABLE	LF	381
5C #12 SIGNAL CABLE	LF	2010
7C #12 SIGNAL CABLE	LF	680
8B BARE	LF	5
8C TUBING	LF	5
8D BARE	LF	45
4" PVC CONDUIT	LF	9

* ALL ITEMS ARE SUBSIDIARY TO ITEM 581 - TEMPORARY TRAFFIC SIGNALS

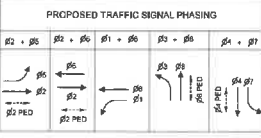
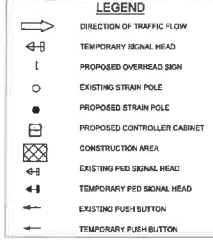


LEFT TURN SIGNAL
R10-10L
(30"X36")
S1 & S2

NOTE
CONTRACTOR TO COORDINATE WITH RVSC TO OBTAIN TRAIN SCHEDULES AHEAD OF TIME. CONTRACTOR WILL UTILIZE OFF DUTY POLICE OFFICERS FROM A LOCAL PUBLIC AGENCY (SUCH AS THE CITY OF McALLEN OR THE CITY OF MISSION) TO MANUALLY CONTROL THE CROSSING WHEN A TRAIN CROSSES TAYLOR ROAD.

SCHEDULE OF VIDEO CAMERA ASSEMBLIES

LABEL	PHASE	DETECTION ZONES
VC1	β1	D-1, D-8
VC2	β5	D-9
VC3	β2	D-2, D-6
VC4	β6	D-4

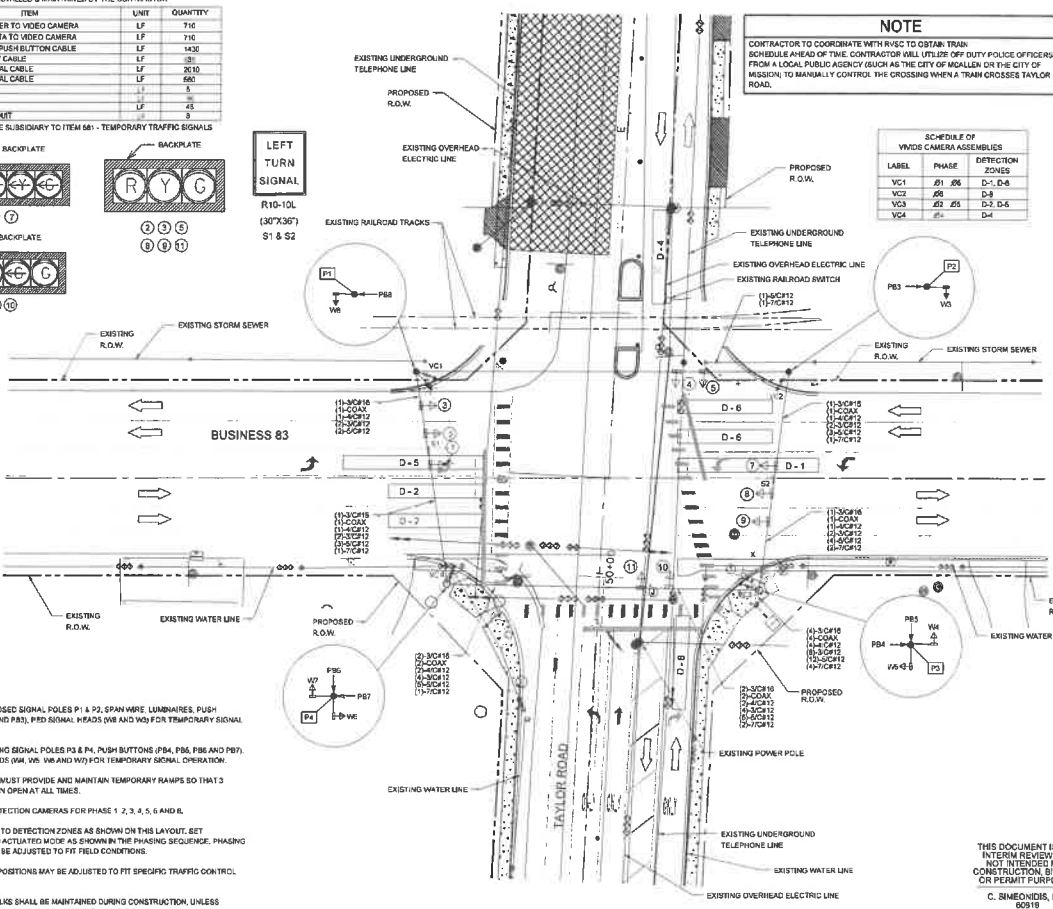


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Texas Department of Transportation
L&G Engineering 1100 W. Fawcettway #3
Highway / Civil Houston, Texas 77019
Structural / Bridge Phone: (281) 566-8813
Environmental Fax: (281) 566-8818
Firm No.: F-4105 5028 S. Alamo Rd., Ste. 10
Mission, TX 78572
Phone: (361) 855-1909
Fax: (361) 855-1627

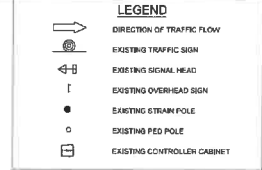
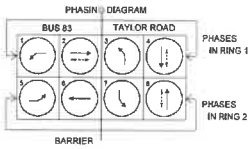
ETSI 1100 Hollister Road, Suite 220
Houston, Texas 77045
Tel: (281) 566-8801 Fax: (281) 566-8807
Economic Transportation Solutions, Inc.
TEXAS REGISTERED ENGINEERING FIRM NO. F-50825
TEMPORARY SIGNAL LAYOUT PHASE IV AT TAYLOR ROAD AT BUSINESS 83

THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION BIDDING, OR PERMIT PURPOSES.
C. SIMONDIS, P.E.
60919
03/16/2023
DATE

- NOTES:**
- UTILIZE PROPOSED SIGNAL POLES P1 & P2, SPAN WIRE LUMINAIRES, PUSH BUTTONS (PB6 AND PB3), PED SIGNAL HEADS (V6 AND W6) FOR TEMPORARY SIGNAL OPERATION.
 - UTILIZE EXISTING SIGNAL POLES P3 & P4, PUSH BUTTONS (PB4, PB6, PB8 AND PB7), PED SIGNAL HEADS (V6, V6 AND W6) FOR TEMPORARY SIGNAL OPERATION.
 - CONTRACTOR MUST PROVIDE AND MAINTAIN TEMPORARY RAMPS SO THAT 3 CORNERS REMAIN OPEN AT ALL TIMES.
 - USE VIDEO DETECTION CAMERAS FOR PHASE 1, 2, 3, 4, 5, 6 AND 8.
 - SET CAMERAS TO DETECTION ZONES AS SHOWN ON THIS LAYOUT. SET CONTROLLER TO ACTUATED MODE AS SHOWN IN THE PHASING SEQUENCE. PHASING AND TIMING MAY BE ADJUSTED TO FIT FIELD CONDITIONS.
 - SIGNAL HEAD POSITIONS MAY BE ADJUSTED TO FIT SPECIFIC TRAFFIC CONTROL PHASING.
 - ALL CROSSWALKS SHALL BE MAINTAINED DURING CONSTRUCTION, UNLESS OTHERWISE DIRECTED BY THE ENGINEER IN THE FIELD.



03/16/2023 N:\LOCAL\BUREAU\TAYLOR\PHASE IV\TEMPORARY SIGNAL LAYOUT PHASE IV.DWG

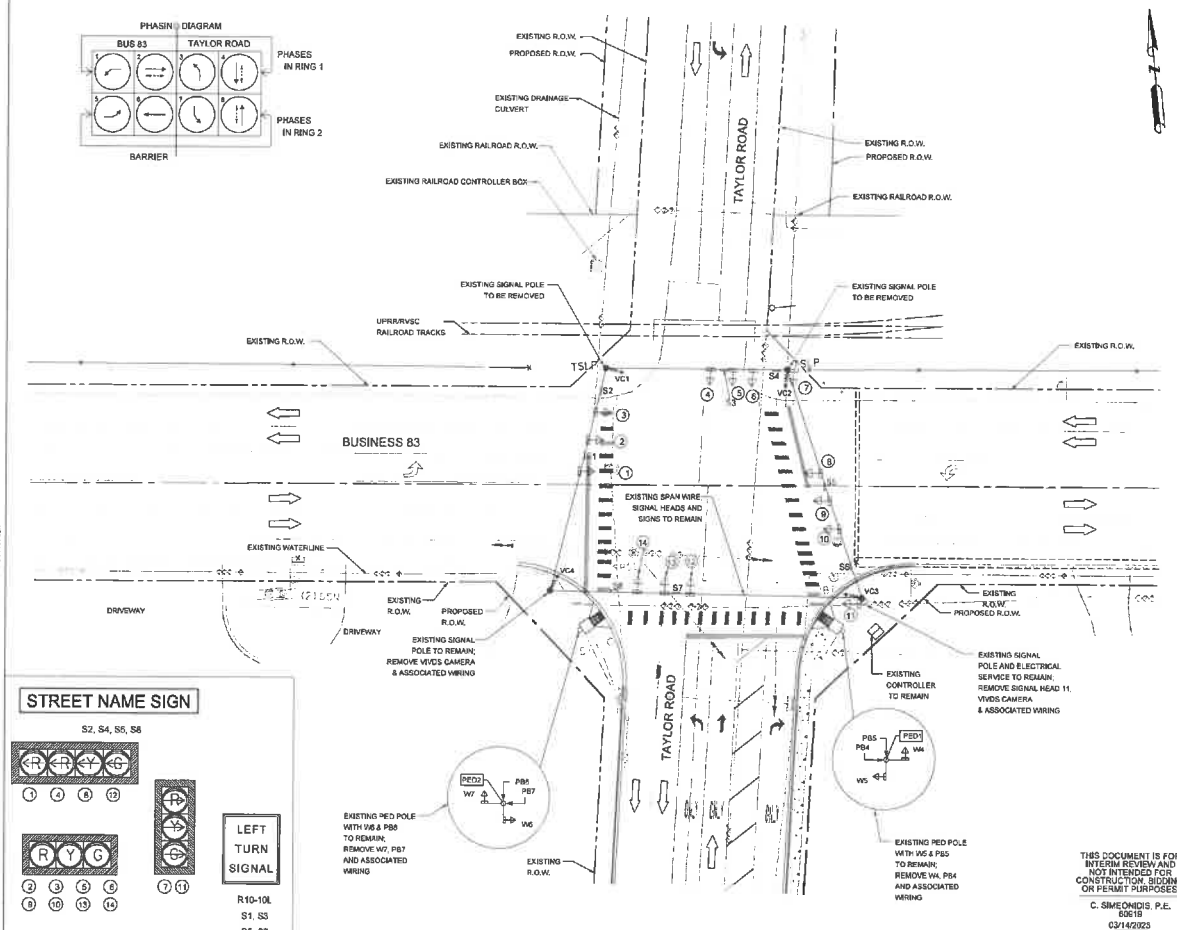


Texas Department of Transportation
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 Structural / Bridge
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 Phone: (713) 960-9813
 Fax: (713) 960-9814
 6004. Barkley Rd. Sta. 18
 Houston, TX 77067
 Phone: (281) 360-1800
 Fax: (281) 360-1927

ETSI
 Ergonomic Transportation Solutions, Inc.
 5100 Hensley Road, Suite 220
 Houston, Texas 77060
 Tel: (713) 966-9981 Fax: (713) 955-5597
 TEXAS REGISTERED ENGINEERING FIRM NO. F-000095

EXISTING CONDITIONS TAYLOR ROAD AT BUSINESS 83

REV.	DATE	REVISION	TAYLOR
6	TEXAS	COUNTY	TAYLOR
Project	MDAL00_0121	Sheet	325



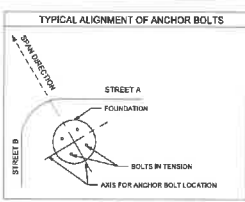
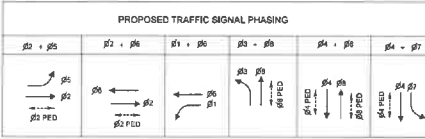
STREET NAME SIGN
 S2, S4, S5, S6

LEFT TURN SIGNAL
 R10-10L
 S1, S3
 S5, S7

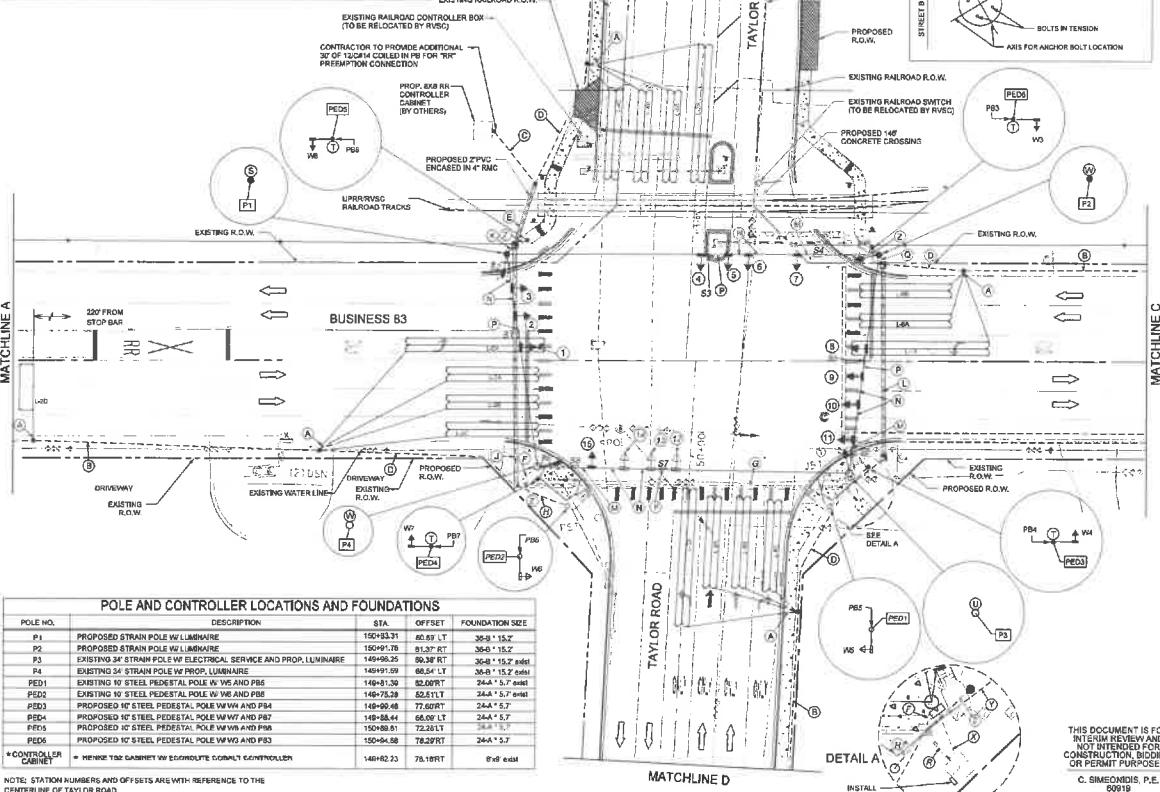
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C. SIMONDIS, P.E.
 03/14/2023
 DATE

S27-142223 - WALLER/PALM/FINAL/INTERIM/CONSTRUCTION/STREETING SIGNAL - SHEET 001



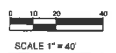
- LEGEND**
- EXISTING PEDESTAL POLE TO REMAIN
 - PROPOSED PEDESTAL POLE
 - EXISTING SIGNAL POLE TO REMAIN
 - PROPOSED SIGNAL POLE
 - EXISTING SIGNAL HEAD TO REMAIN
 - PROPOSED SIGNAL HEAD
 - EXISTING PED SIGNAL HEAD TO REMAIN
 - PROPOSED PED SIGNAL HEAD
 - EXISTING PRESTRIAN SIGNAL HEAD
 - PROPOSED PRESTRIAN SIGNAL HEAD
 - EXISTING GROUND MOUNTED CONTROLLER CABINET TO REMAIN
 - PROPOSED GROUND MOUNTED CONTROLLER CABINET TO REMAIN
 - DIRECTION OF TRAFFIC FLOW
 - β1 PROPOSED TRAFFIC SIGN
 - β2 PROPOSED LUMINAIRE ARM
 - β3 PROPOSED LOOP DETECTOR
 - β4 PROPOSED CONDUIT
 - β5 PROPOSED BORE CONDUIT
 - β6 PROPOSED GROUND BOX TYPE A
 - β7 EXISTING GROUND BOX TYPE C TO REMAIN
 - β8 PROPOSED GROUND BOX TYPE C
 - β9 EXISTING ELECTRICAL SERVICE TO REMAIN
 - β10 ID FOR EXISTING CONDUIT RUN TO REMAIN
 - β11 ID FOR PROPOSED CONDUIT RUN



POLE AND CONTROLLER LOCATIONS AND FOUNDATIONS

POLE NO.	DESCRIPTION	STA	OFFSET	FOUNDATION SIZE
P1	PROPOSED STRAIN POLE W/ LUMINAIRE	150+83.31	60.89 LT	36-8" x 15.2"
P2	PROPOSED STRAIN POLE W/ LUMINAIRE	150+91.78	81.37 RT	36-8" x 15.2"
P3	EXISTING 24" STRAIN POLE W/ ELECTRICAL SERVICE AND PROP. LUMINAIRE	149+95.25	86.39 RT	36-8" x 15.2" exist
P4	EXISTING 24" STRAIN POLE W/ PROP. LUMINAIRE	149+91.59	68.54 LT	36-8" x 15.2" exist
PED1	EXISTING 10" STEEL PEDESTAL POLE W/ V6 AND P85	149+81.30	82.00 RT	24.4" x 5.7" exist
PED2	EXISTING 10" STEEL PEDESTAL POLE W/ V6 AND P85	149+75.29	85.21 LT	24.4" x 5.7" exist
PED3	PROPOSED 10" STEEL PEDESTAL POLE W/ V6 AND P84	149+99.48	77.50 RT	24.4" x 5.7"
PED4	PROPOSED 10" STEEL PEDESTAL POLE W/ V6 AND P87	149+88.44	66.09 LT	24.4" x 5.7"
PED5	PROPOSED 10" STEEL PEDESTAL POLE W/ V6 AND P86	150+88.81	72.26 LT	24.4" x 5.7"
PED6	PROPOSED 10" STEEL PEDESTAL POLE W/ V6 AND P83	150+84.58	78.39 RT	24.4" x 5.7"
CONTROLLER CABINET	REINFORCED CONCRETE CABINET WITH ELECTRICITY CONTROLLED	149+82.23	78.19 RT	8'x8' exist

NOTE: STATION NUMBERS AND OFFSETS ARE WITH REFERENCE TO THE CENTERLINE OF TAYLOR ROAD.
 * EXISTING CONTROLLER AND CABINET WITH NEW BACK-UP POWER SUPPLY



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Texas Department of Transportation
L&G Engineering 3106 W. Evergreen Rd
 Houston, TX 77045
 Phone: (281) 960-9812
 Fax: (281) 960-9818
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 Environmental
 Firm No.: 7-4105
 502 S. SHAW ST. SUITE 10
 HOUSTON, TX 77057
 Phone: (281) 520-1908
 Fax: (281) 520-1927

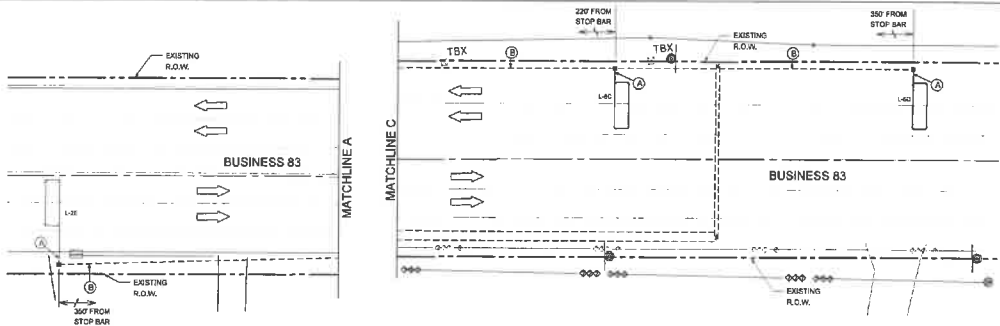
ETSI 1309 Hollister Blvd., Suite 220
 Houston, Texas 77045
 (281) 960-9812
Eponamic Transportation Solutions, Inc.
 TEXAS REGISTERED ENGINEERING FIRM NO. E-200625

PROPOSED TRAFFIC SIGNAL TAYLOR ROAD AT BUSINESS 63

DATE	STATE	PROJECT NO.	SHEET OF 4
02/14/2023	TX	2201000001	1
DATE	STATE	PROJECT NO.	SHEET OF 4
02/14/2023	TX	2201000001	1

C. SIMONDIS, P.E.
 50910
 02/14/2023
 DATE

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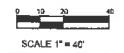
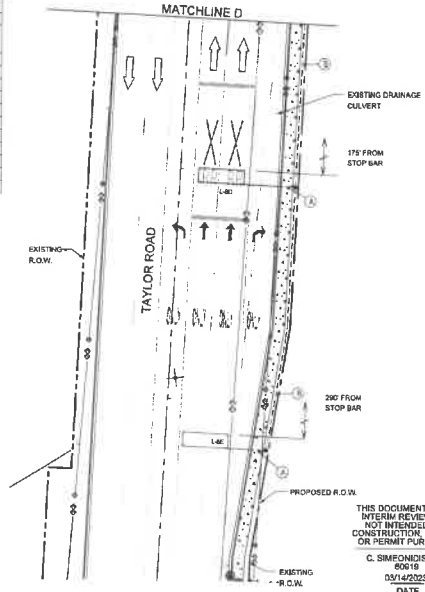
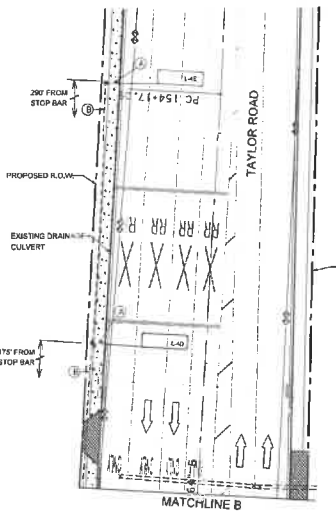
LEGEND

- EXISTING PEDESTAL POLE
- PROPOSED PEDESTAL POLE
- EXISTING SIGNAL POLE
- PROPOSED SIGNAL POLE
- ⊥ PROPOSED HORIZONTAL SIGNAL HEAD
- ⊥ PROPOSED PEDESTRIAN SIGNAL HEAD
- EXISTING GROUND MOUNTED CONTROLLER CABINET
- PROPOSED TRAFFIC SIGN
- ⊥ PROPOSED LUMINAIRE ARM
- ⊥ PROPOSED LOOP DETECTOR
- - - PROPOSED CONDUIT
- - - PROPOSED BORE CONDUIT
- PROPOSED GROUND BOX TYPE A
- PROPOSED GROUND BOX TYPE C
- PROPOSED ELECTRICAL SERVICE
- CONDUIT RUN NUMBER

SPEED LIMIT ON TAYLOR ROAD: 45 MPH
 SPEED LIMIT ON BUSINESS 83: 60 MPH

PHASE	TIMING CHART							
	BUS 83		TAYLOR RD.		BUS 83		TAYLOR RD.	
MOVEMENT	WB LT	EB	MB LT	SB	EB LT	WB	SB LT	NB
MIN. GREEN	12	15	12	15	12	15	12	15
EXTENSION	3	3	3	3	3	3	3	3
MAXIMUM I	24	30	24	27	24	30	24	27
MAXIMUM II								
YELLOW	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
ALL RED	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5
WALKY	5	5	5	5	5	5	5	5
RED CLEAR		10		10		10		10
RECALL	OFF	ON	OFF	OFF	OFF	ON	OFF	OFF
MEMORY	OFF	ON	OFF	OFF	OFF	ON	OFF	OFF

NOTE: THE ABOVE CHART IS INTENDED AS A START UP FOR THE SIGNAL OPERATION. THE CITY OF MALLEN WILL PROVIDE FURTHER PROGRAMMING FOR A PERMANENT PHASING AND TIMING SEQUENCE AS WELL AS RAILROAD PREEMPTION SEQUENCE. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING BOTH TEMPORARY AND PERMANENT SIGNAL PHASING AND TIMING PLANS, AS WELL AS RAILROAD PREEMPTION PLANS.



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Texas Department of Transportation
L&G Engineering
 Highway / Civil
 Structural / Bridge
 Environmental
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 1102 W. Erveway St.
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 802 S. Stewart Rd. Ste. 10
 Houston, TX 77057
 Phone : (281) 866-1308
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ETSI
 1700 Highway Road, Suite 220
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Ergonomic Transportation Solutions, Inc.
 TEXAS REGISTERED ENGINEERING FIRM #13 F - 306625

PROPOSED TRAFFIC SIGNAL TAYLOR ROAD AT BUSINESS 83

THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION BIDDING OR PERMIT PURPOSES.

C. SIMFONICIS, P.E.
 6/26/16
 05/14/2025
 DATE

PROJECT NO.	STATE	PROJECT	SECTION
16-000000-001	TX	16-000000-001	16-000000-001
DATE	COUNTY	SCALE	SHEET
05/14/2025	TAYLOR	1" = 40'	228

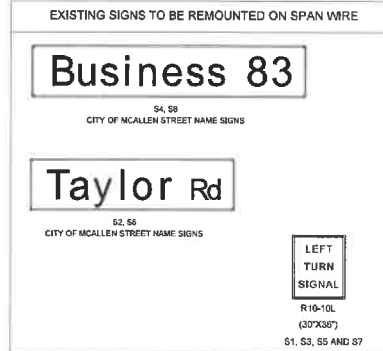
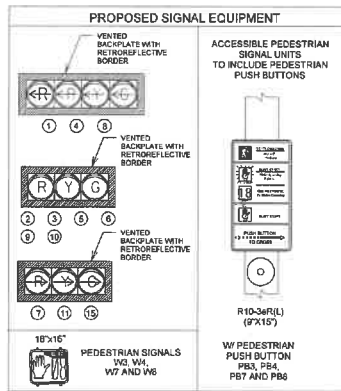
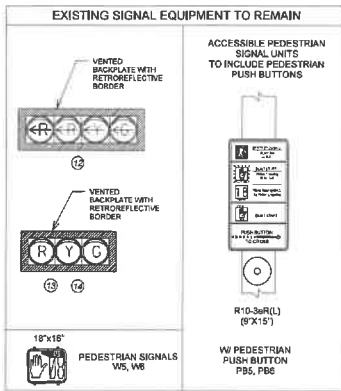
03/14/2025 10:41 AM TAYLOR ROAD AT BUSINESS 83 - PROPOSED TRAFFIC SIGNAL - BUSINESS 83 - FINAL CONDITION.DWG

TRAFFIC SIGNAL NOTES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL NEW LED TRAFFIC SIGNAL AND PEDESTRIAN SIGNAL HEADS, STRAIN POLES, LUMINAIRES, CONDUITS, CABLES, LOOP DETECTORS & GROUND BOXES.
2. THE LOCATION SHOWN FOR THE STRAIN POLES, PED POLES, LOOP DETECTORS AND CONDUIT RUNS IS APPROXIMATE. THE EXACT LOCATION WILL BE DETERMINED IN THE FIELD BY THE ENGINEER IN COORDINATION WITH THE ENGINEER IN THE FIELD.
3. ALL SIGNAL CABLE SHALL BE #12 AWG. SERVICE CABLE SHALL BE #6 AWG. 2/C LOOP LEAD-IN CABLE SHALL BE #14 AWG SHIELDED AND LOOP WIRES IN STREET SHALL BE #14 AWG. THE RAILROAD INTERCONNECT PREEMPTION CABLE SHALL BE 12/C #14.
4. ALL SIGNAL HEADS SHALL HAVE VENTED BACKPLATES WITH RETROREFLECTIVE BORDERS.
5. THE LUMINAIRES SHALL BE OPERATED UNDER THEIR OWN PHOTO ELECTRIC CONTROL.
6. PEDESTRIAN SIGNAL HEADS SHALL BE ALIGNED WITH CROSSWALKS.
7. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
8. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO MAKE ANY ADJUSTMENTS, DUE TO UTILITY CONFLICTS, AS DEFINED IN THE SPECIFICATIONS OR DEEMED NECESSARY BY THE ENGINEER.
9. REFER TO STATE STANDARD LD(1)-03 AND LD(2)-03 FOR ADDITIONAL LOOP DETECTOR INSTALLATION DETAILS.
10. ALL LUMINAIRES SHALL BE LEDS, RATED AT 150W.

LOOP	SIZE	SAW CUT	WIRE LENGTH	AMP. NO.	SETTING	FUNCTION
L-1A	8' x 60'	238'	278	2	PRESENCE	CALL AND EXTEND 01
L-2A	** 8' x 40'	203'	406'	2	PRESENCE	CALL AND EXTEND 02
L-2B	8' x 40'	164'	369'	3	PRESENCE	CALL AND EXTEND 02
L-2C	** 8' x 40'	164'	388'	3	PULSE	CALL AND EXTEND 02
L-2D	** 6' x 20'	71'	142'	3	PULSE	CALL AND EXTEND 02
L-2E	** 6' x 20'	71'	142'	3	PULSE	CALL AND EXTEND 02
L-3A	** 6' x 60'	248'	298'	3	PRESENCE	CALL AND EXTEND 03
L-4A	** 8' x 40'	177'	344'	4	PRESENCE	CALL AND EXTEND 04
L-4B	** 6' x 40'	165'	332'	4	PRESENCE	CALL AND EXTEND 04
L-4C	** 6' x 40'	152'	304'	4	PRESENCE	CALL AND EXTEND 04
L-4D	** 6' x 20'	75'	150'	5	PULSE	CALL AND EXTEND 04
L-4E	** 6' x 20'	75'	150'	5	PULSE	CALL AND EXTEND 04
L-5A	** 6' x 50'	200'	323'	5	PRESENCE	CALL AND EXTEND 05
L-6A	** 6' x 40'	164'	328'	6	PRESENCE	CALL AND EXTEND 06
L-6B	** 6' x 40'	152'	304'	7	PRESENCE	CALL AND EXTEND 06
L-6C	** 6' x 20'	64'	128'	7	PULSE	CALL AND EXTEND 06
L-6D	** 6' x 20'	64'	128'	7	PULSE	CALL AND EXTEND 06
L-7A	** 6' x 50'	248'	267'	7	PRESENCE	CALL AND EXTEND 07
L-8A	** 6' x 40'	170'	352'	8	PRESENCE	CALL AND EXTEND 08
L-8B	** 6' x 40'	163'	326'	7	PRESENCE	CALL AND EXTEND 08
L-8C	** 6' x 40'	161'	302'	7	PRESENCE	CALL AND EXTEND 08
L-8D	** 6' x 20'	76'	152'	7	PULSE	CALL AND EXTEND 08
L-8E	** 6' x 20'	89'	138'	7	PULSE	CALL AND EXTEND 08
TOTAL		3450'				

**SPLICED IN SERIES



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Texas Department of Transportation

L&G Engineering 1100 W. Eisenhower Blvd
Houston, TX 77062
Phone: (281) 999-9914
Fax: (281) 999-9918

Highway / Civil
Structural / Bridge
Environmental
Firm No.: F-4105

505 S. Eastwood Rd., Ste. 10
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Phone: (281) 995-1008
Fax: (281) 995-1227

ETSI 1100 Holister Road, Suite 220
Houston, Texas 77058
Tel: (281) 999-9914 Fax: (281) 999-9918

Economic Transportation Solutions, Inc.
TEXAS REGISTERED ENGINEERING FIRM NO. E-200825

PROPOSED TRAFFIC SIGNAL TAYLOR ROAD AT BUSINESS 83

DATE: 03/14/2023

EXISTING ELECTRICAL SERVICE TO REMAIN

Sec. Service No.	Sheet No.	Electrical Service Description (see BD (5) & (6) - 14)	Service Conduit Size	Service Conductors No./Size	Safety Switch Amps	Main Ckt. Brk. Pole/Amps	Two-Pole Contactor Amps	Panels/Loc. Amp Rating	Circuit No.	Branch Ckt. Brk. Pole/Amps	Branch Circuit Amps	kVA Load
T81	TAYLOR RD AT BUS 83	E.C. SRV. TY 1 120V/40 000 (ANSI/CSA 178/CS)	1 1/4"	3/96	NA	NA	NA	70	LSPH TS	2915 1990	3 40	5.0

THIS DOCUMENT IS FOR PREVIEW REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

C. SIMONEAS, P.E.
50019
03/14/2023
DATE

REVISIONS

NO.	DATE	DESCRIPTION
1	03/14/2023	ISSUED FOR PERMIT

03/14/2023 10:12 AM TAYLOR ROAD TRAFFIC SIGNAL UNDERGROUND SIGNAL - BURKHACLIAN, CONDITION 000

EXISTING ELECTRICAL SCHEDULE TO REMAIN

ITEM	TOTAL QTY.	RUN NUMBER RUN LENGTH (FT.)	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R	S	T	U	W	X	Y	Z
POWER	110'	1/C - # 6							15'	145'	35'							10'							
GROUND	55'	1/C - # 8 BARE																				40'	15'		
	245'	1/C - # 8 BARE						1	1	1								5				1	1		
CONDUIT	65'	2" PVC						1		1														1	
	50'	3" PVC																5							
	145'	4" PVC SCH80 (BORE)									1														

PROPOSED ELECTRICAL SCHEDULE

ITEM	TOTAL QTY.	RUN NUMBER RUN LENGTH (FT.)	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R	S	T	U	W	X	Y	Z
POWER	0'	1/C - # 6	105'	1130'	65'	245'	30'	15'	145'	35'	85'	10'	85'	70'	50'	55'	15'	10'	40'	60'	40'	80'	15'	35'	60'
GROUND	0'	1/C - # 8 BARE																							
	355'	1/C - # 8 BARE			1						1	1	1					1						1	1
	975'	3/C # 12 (PUSH BUTTON)							3	1	1	1	1					6		1	1	1	1	1	1
	815'	4/C # 12 (TRAY CABLE)						1	2		1	1	1					1		1		4	1	1	1
SIGNAL WIRE SIZE TYPE	2225'	5/C # 12						2	6	1	2	1	3	2	1			2	13	1	1	2	2	3	1
	910'	7/C # 12						1	2		1	1	1	1	1	1	1	1	4	1	1	1	1	1	1
	335'	12/C # 14			1		1		1		1							1							
RAILROAD COMMUNICATIONS RUN ●●	210'	1/C # 14 LOOP WIRE	2																						
	3560'	2/C # 14 (SHIELDED)		1		3	3		6		3		3						12						3
LOOP	105'	1" PVC	1																						
	1555'	2" PVC		1	1	1	1					1						1							1
	30'	4" RMC (BORE)						1																	
	0'	3" PVC																							
	35'	4" PVC																							1
	170'	4" PVC SCH80 (BORE)										1		1											
AERIAL																									
INSIDE PED POLE																									
INSIDE STRAIN POLE																									

- 2" PVC CONDUIT TO BE PLACED INSIDE THE 4" RMC AT A MINIMUM DEPTH OF 3' BELOW TOP OF RAIL.
- POWER FOR THE INTERCONNECTION SHALL NOT EXCEED 24V OLTS. BORING UNDER RR TRACKS REQUIRES RVSC APPROVAL.

RAILROAD CROSSING AND PREEPTION NOTES:

1. A MINIMUM OF 26 SECONDS OF TRACK CLEARANCE GREEN SHALL BE PROGRAMMED INTO THE CONTROLLER.
2. AUGMENT CONTROLLER SOFTWARE TO INCLUDE A MAXIMUM PREEPTION TIMER. IF FOR ANY REASON, THE TRAFFIC SIGNAL CONTROLLER PREEPTION REMAINS ACTIVE FOR AN EXTENDED PERIOD OF TIME, THE TIMER WILL ALLOW THE CONTROLLER TO EXIT THE PREEPTION PLAN AND ENTER AN ALL-RED FLASH MODE.
3. ENSURE EMERGENCY, MALFACTION, CONFLICT AND MAINTENANCE FLASH MODES PROGRAMMED IN THE CONTROLLER ARE CONFIGURED TO PROVIDE ALL-RED FLASH OPERATIONS.
4. DO NOT PROGRAM ANY "SCHEDULED" FLASH MODES INTO THE CONTROLLER, SINCE THIS WILL BE IN CONFLICT WITH THE TRACK CLEARANCE GREEN.
5. CONTRACTOR SHALL INSTALL A WARNING LABEL ON THE CONTROLLER CABINET TO NOTIFY PERSONNEL THAT THE TRAFFIC SIGNAL IS INTERCONNECTED WITH THE GRADE CROSSING WARNING SYSTEM.
6. THE CONTRACTOR SHALL CONTACT UPRRRVSC TO COORDINATE AND PERFORM A THOROUGH JOINT TESTING OF THE TRAFFIC SIGNAL CONTROLLER HARDWARE AND FIRMWARE TO ENSURE THAT THE PREEPTION TIMING AND OPERATION IS FUNCTIONING ACCORDING TO THE DESIGN AND ACCEPTABLE TO UPRRRVSC.

PRIOR TO THE TESTING OPERATION, THE CONTRACTOR SHALL PROVIDE INTERFACE AND WIRING DIAGRAM FOR PROPOSED INTERCONNECTION CIRCUIT.



Texas Department of Transportation

L&G Engineering
 Highway / Civil
 Structural / Bridge
 Environmental / EIR
 5300 Bellanca Blvd., Suite 270
 Houston, Texas 77060
 Tel: (713) 556-9623 Fax: (713) 556-9647
 603 S. River Rd., Box 19
 Houston, TX 77057
 Phone: (281) 345-1908
 Fax: (281) 345-1927

ETSI
 Ergonomic Transportation Solutions, Inc.
 TEXAS REGISTERED ENGINEERING FIRM NO. F-005235

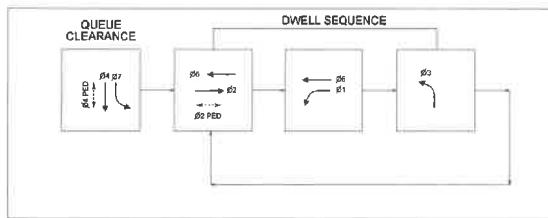
① **PROPOSED TRAFFIC SIGNAL TAYLOR ROAD AT BUSINESS 83**

THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

C. SIMONECIS, P.E.
 00518
 03/14/2023
 DATE

NO.	REV.	DATE	PROJECT NO.	CLIENT
01	0	03/14/23	2023-001	TAYLOR
DESIGN	01			
DATE				

RAILROAD PREEPTION PHASE DIAGRAM



03/14/2023 10:41:15 AM C:\WORK\2023\TAYLOR\TRAFFIC SIGNAL\EXISTING ELECTRICAL SCHEDULE TO REMAIN.dwg - RAILROAD CROSSING AND PREEPTION NOTES

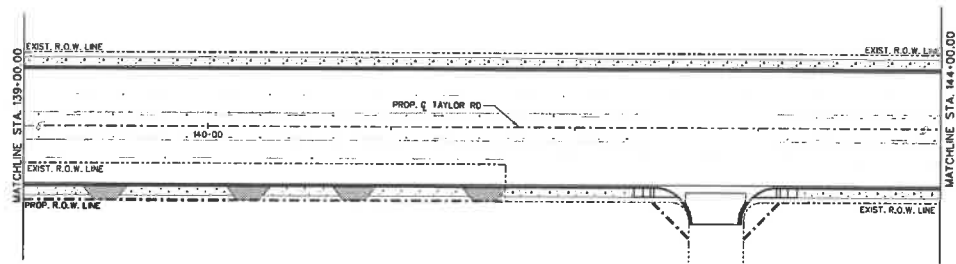
PAVEMENT MARKING QUANTITIES																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
740	100	80	478	-	-	50	-	-	4	4	-	-	2	-	24	36

SINGLE DOUBLE-TURN WORD
 ARROW ARROW ARROW WHITE

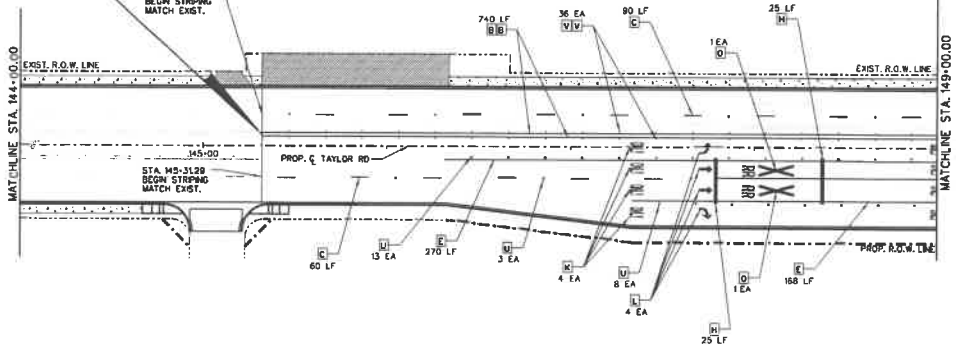
- PAVEMENT MARKINGS LEGEND**
TYPE I-THERMOPLASTIC (ITEM 656)
- A 4" WHITE SOLID
 - B 4" YELLOW SOLID
 - C 4" WHITE BROKEN
 - D 4" YELLOW BROKEN
 - E 8" WHITE SOLID
 - EE 8" WHITE DOTTED
 - F 8" YELLOW SOLID
 - G 4" DOUBLE YELLOW SOLID
 - H 24" WHITE SOLID
 - I 24" YELLOW SOLID
 - J 12" WHITE SOLID

- PREF-FABRICATED**
PAVEMENT MARKINGS LEGEND
TYPE B - ITEM 659
- K WORD "ONLY"
 - L SINGLE ARROW
 - M DOUBLE ARROW
 - N U-TURN ARROW
 - O RR X86C SYMBOL - WHITE

- RAISED PAVEMENT MARKERS LEGEND**
TYPE B - ITEM 672
- U TYPE I-C REFLECTIVE CL B
 - V TYPE I-AA REFLECTIVE CL B
 - W TYPE I-CR REFLECTIVE CL B
 - X TRAFFIC FLOW




BEGIN INCIDENTAL CONSTRUCTION STA. 145+31.29




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DAMEN D. TIERNA
 P.E. 104828
 3/15/2023
 DATE



CITY OF MISSION



CITY OF McALLEN

L & G Engineering
 Highway / Civil
 Structural / Bridge
 Environmental
 Firm No.: 17-1105
 Exp. 08/31/2023

2102 Al. Espinosa St.
 McAllen, TX, 78501
 Phone: (361) 340-3413
 Fax: (361) 340-3414

400 S. Stewart St., Ste. 10
 McAllen, TX, 78501
 Phone: (361) 340-1900
 Fax: (361) 340-1927

**TAYLOR ROAD
 PAVEMENT MARKINGS
 STA. 139+00 TO STA. 149+00**

SCALE: 1" = 30'
 SHEET 1 OF 13

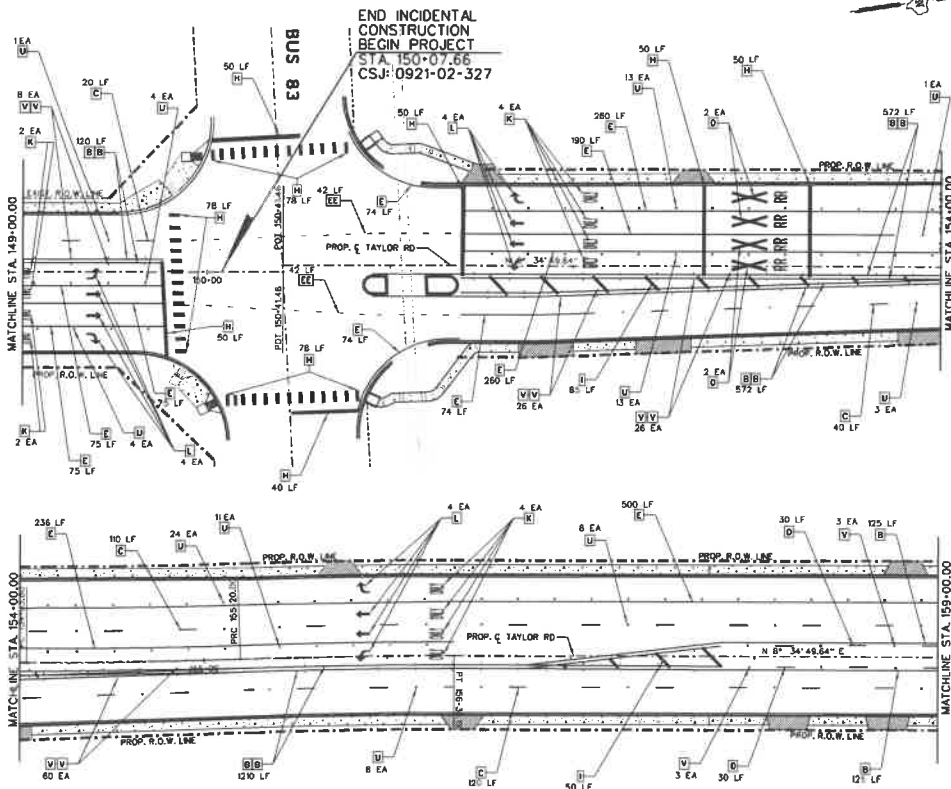
NO.	DATE	BY	CHKD	APP'D
1	3/15/23	DT	DT	DT
2				
3				
4				

3/15/2023 2:41:42 PM
 P:\2023\03\Mission\139+00\Drawings\139+00_PAVEMENT.dwg

PAVEMENT MARKING QUANTITIES																			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
2724	200	80	893	84	-	524	135	-	12	12	-	4	-	92	126	-	-	-	-

- PAVEMENT MARKINGS LEGEND**
TYPE I-THERMOPLASTIC (ITEM 666)
- A 4" WHITE SOLID
 - B 4" YELLOW SOLID
 - C 4" WHITE BROWN
 - D 4" YELLOW BROWN
 - E 8" WHITE SOLID
 - F 8" WHITE DOTTED
 - G 6" YELLOW SOLID
 - H 4" DOUBLE YELLOW SOLID
 - I 24" WHITE SOLID
 - J 24" YELLOW SOLID
 - K 12" WHITE SOLID
- PRC-FABRICATED**
PAVEMENT MARKINGS LEGEND
TYPE B - ITEM 666
- L WORD "ONE"
 - M SINGLE ARROW
 - N DOUBLE ARROW
 - O U-TURN ARROW
 - P RR XING SYMBOL - WHITE

- RAISED PAVEMENT MARKINGS LEGEND**
TYPE B - ITEM 672
- U TYPE I-C REFLECTIVE CL B
 - V TYPE I-AA REFLECTIVE CL B
 - W TYPE I-CR REFLECTIVE CL B
 - X TRAFFIC FLOW



END INCIDENTAL
 CONSTRUCTION
 BEGIN PROJECT
 STA. 150+07.66
 CSJ: 0921-02-327

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 P.E. 104828
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 DATE

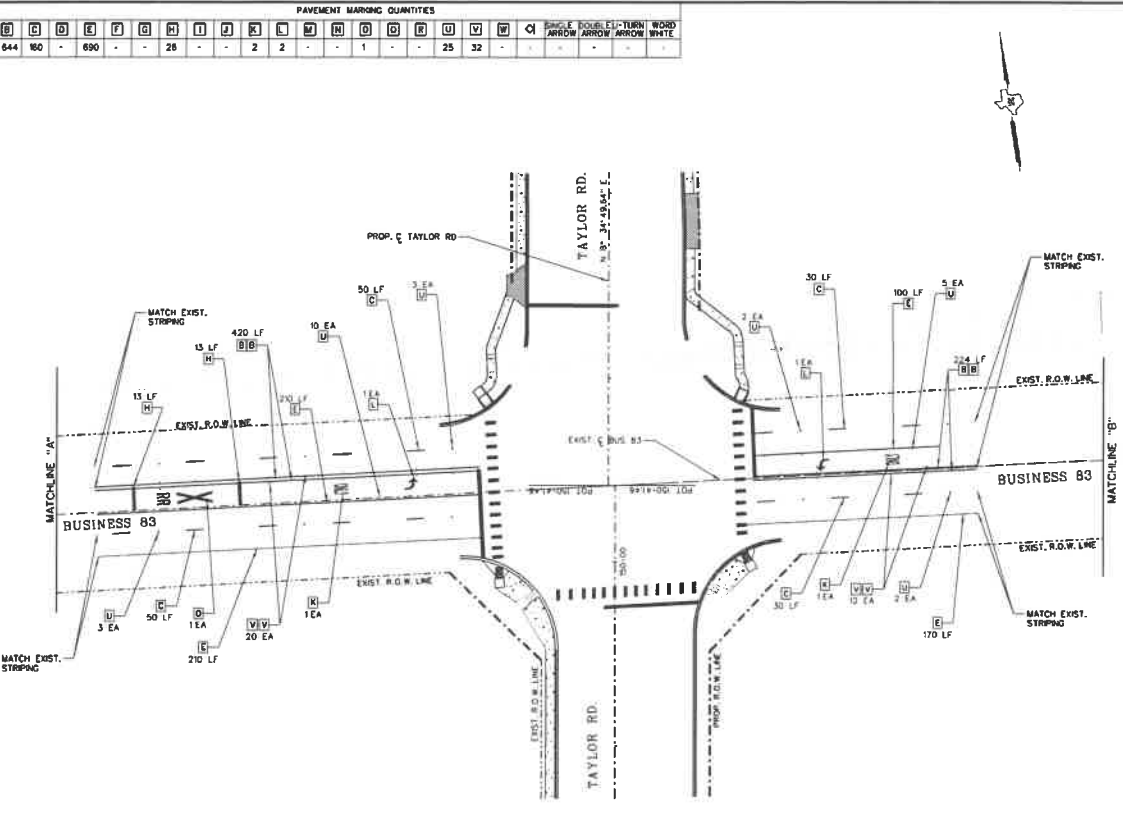
CITY OF MISSION
CITY OF McALLEN
L&G Engineering 2109 N. Expressway 43
 Mission, TX 79701
 Highway / Civil Phone: (940) 555-9013
 Structural / Bridge Fax: (940) 555-9015
 Environmental
 Firm No.: E-4-05
 Exp. 08/31/2023
 605 S. O'Connell P.O. Box 19
 Mission, TX 79707
 Phone: (940) 588-1800
 Fax: (940) 588-1827

**TAYLOR ROAD
 PAVEMENT MARKINGS
 STA. 149+00 TO STA. 159+00**

NO.	DATE	BY	CHKD.	PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	3/19/23	DT	DT	TAYLOR RD	1	1

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PAVEMENT MARKING QUANTITIES																										
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	WORD ARROW	DOUBLE ARROW	TURN ARROW	WORD WHITE
-	644	90	-	690	-	-	26	-	-	2	2	-	-	1	-	-	25	32	-	-	-	-	-	-	-	-



- PAVEMENT MARKINGS LEGEND**
TYPE I-THERMOPLASTIC (ITEM 666)
- A 4" WHITE SOLID
 - B 4" YELLOW SOLID
 - C 4" WHITE BROKEN
 - D 4" YELLOW BROKEN
 - E 8" WHITE SOLID
 - F 8" WHITE DOTTED
 - G 8" YELLOW SOLID
 - H 4" DOUBLE YELLOW SOLID
 - I 24" WHITE SOLID
 - J 24" YELLOW SOLID
 - K 12" WHITE SOLID
- PRE-FABRICATED**
PAVEMENT MARKINGS LEGEND
TYPE B -ITEM 668
- R WORD "ONLY"
 - L SINGLE ARROW
 - M DOUBLE ARROW
 - N U-TURN ARROW
 - O RR XING SYMBOL - WHITE
- RAISED PAVEMENT MARKERS LEGEND**
TYPE B -ITEM 672
- U TYPE I-C REFLECTIVE CL B
 - V TYPE I-AA REFLECTIVE CL B
 - W TYPE I-OR REFLECTIVE CL B
 - X TRAFFIC FLOW

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DAMEN B. TIERNA
P.E. 10482B
3/15/2023
DATE

CITY OF MISSION

CITY OF McALLEN

L & G Engineering

Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4126
Exp. 08/31/2023

3100 W. Expressway 83
Mission, TX 78145
Phone : (956) 885-8113
Fax : (956) 885-8212

603 S. Brown Rd. Ste. 19
Mission, TX 78147
Phone : (361) 845-1809
Fax : (956) 885-1817

**US BUS 83/
TAYLOR ROAD
PAVEMENT MARKINGS**

SHEET 15 OF 15

NO.	DATE	BY	CHKD.	PROJECT NO.	DATE
1					

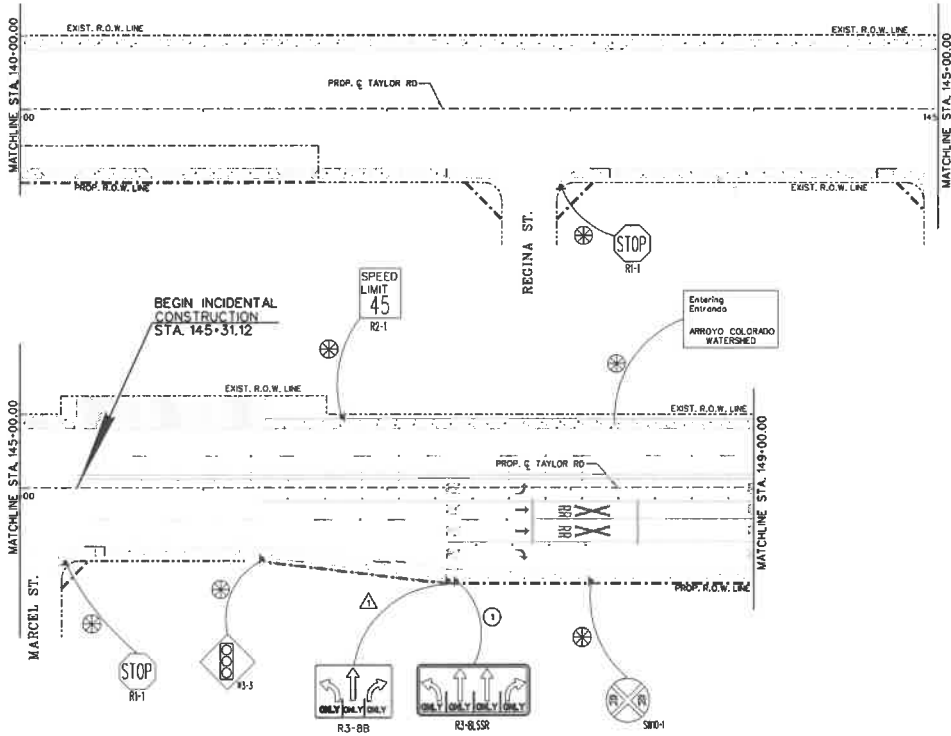
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- SIGNING LEGEND**
- ⊗ SIGNS TO REMAIN IN PLACE
 - △ SIGNS TO BE REMOVED (ITEM 644)
 - ⊕ SIGNS TO BE REMOVED & SHALL BE RELOCATED BY OTHERS
 - SIGNS TO BE INSTALLED (ITEM 644)
 - ⊞ LARGE SIGNS TO BE INSTALLED
 - ⊘ EXISTING LARGE SIGNS TO BE REMOVED

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DAMEN B. TLEJENA
 P.E. 194228
 3/26/2023
 DATE



CITY OF MISSION

CITY OF McALLEN

L&G Engineering 7405 W. Enterprise Rd
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 Fax: (281) 588-8814

Highway / Civil
 Structural / Bridge
 Environmental
 Firm No.: F-4105
 Exp. 09/31/2023

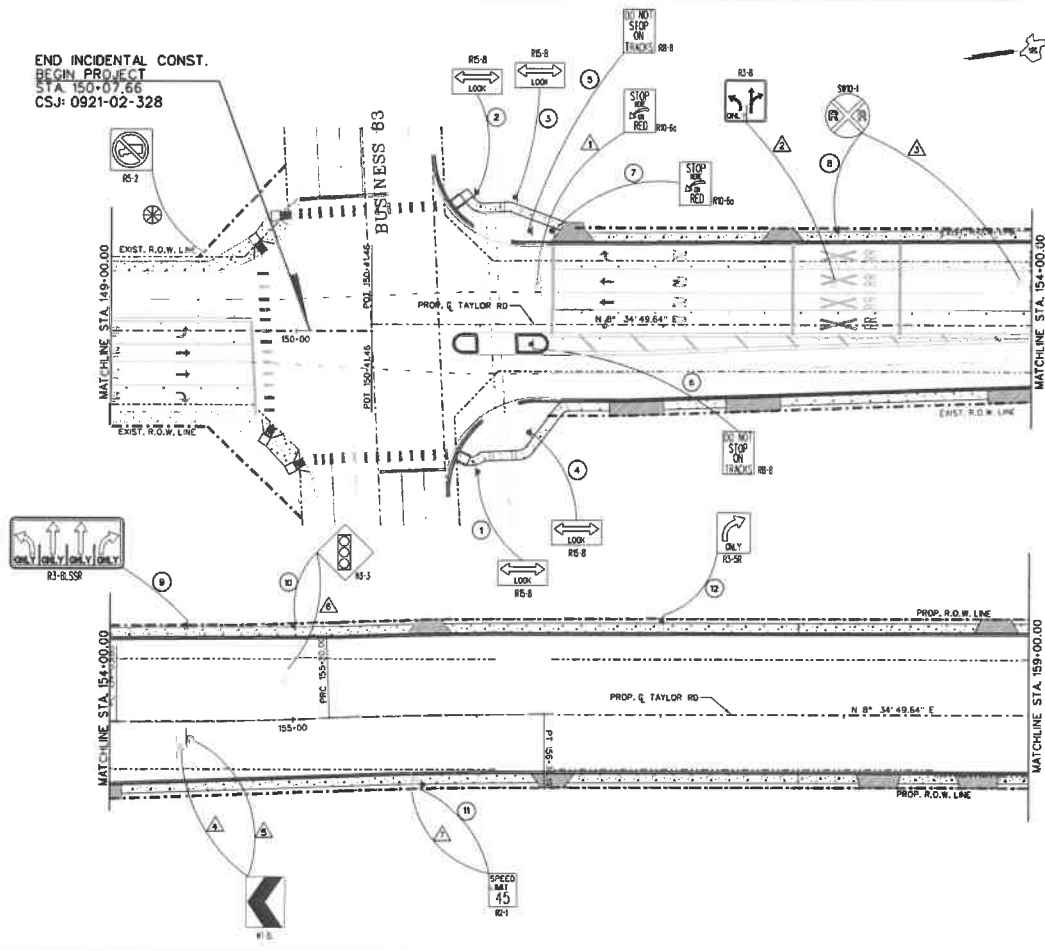
405 E. Sweeny Rd., Box 10
 Mission, TX 78572
 Phone: (361) 544-1000
 Fax: (361) 544-1227

**TAYLOR ROAD
 SIGNING LAYOUTS
 STA. 140+00 TO STA. 149+00**

SCALE		SHEET 1 OF 15	
PLAN	SECTION	DATE	NO.
1" = 40'	1" = 10'	3/26/23	297

L:\2023\14448_Taylor_Road_Signing\Drawings\Sheet 001.dwg
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END INCIDENTAL CONST.
 BEGIN PROJECT
 STA. 150+07.66
 CSJ: 0921-02-328



- SIGNING LEGEND**
- ⊗ SIGNS TO REMAIN IN PLACE
 - △ SIGNS TO BE REMOVED (ITEM 644)
 - ⊕ SIGNS TO BE REMOVED & SHALL BE RELOCATED BY OTHERS
 - SIGNS TO BE INSTALLED (ITEM 644)
 - LARGE SIGNS TO BE INSTALLED
 - ⊖ EXISTING LARGE SIGNS TO BE REMOVED

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DAMEN B. TIERRA
 P.E. 104828
 3/26/2023
 DATE



CITY OF MISSION



CITY OF McALLEN

L & G Engineering

Highway / Civil
 Structural / Bridge
 Environmental
 Firm No. - F-1105
 Exp. 08/31/2023

3100 W. Expressway 83
 Mission, TX 78149
 Phone: (957) 840-8113
 Fax: (957) 840-0718

801 S. Brown St., Ste. 10
 McAllen, TX 78503
 Phone: (361) 664-1200
 Fax: (361) 664-1217

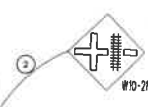
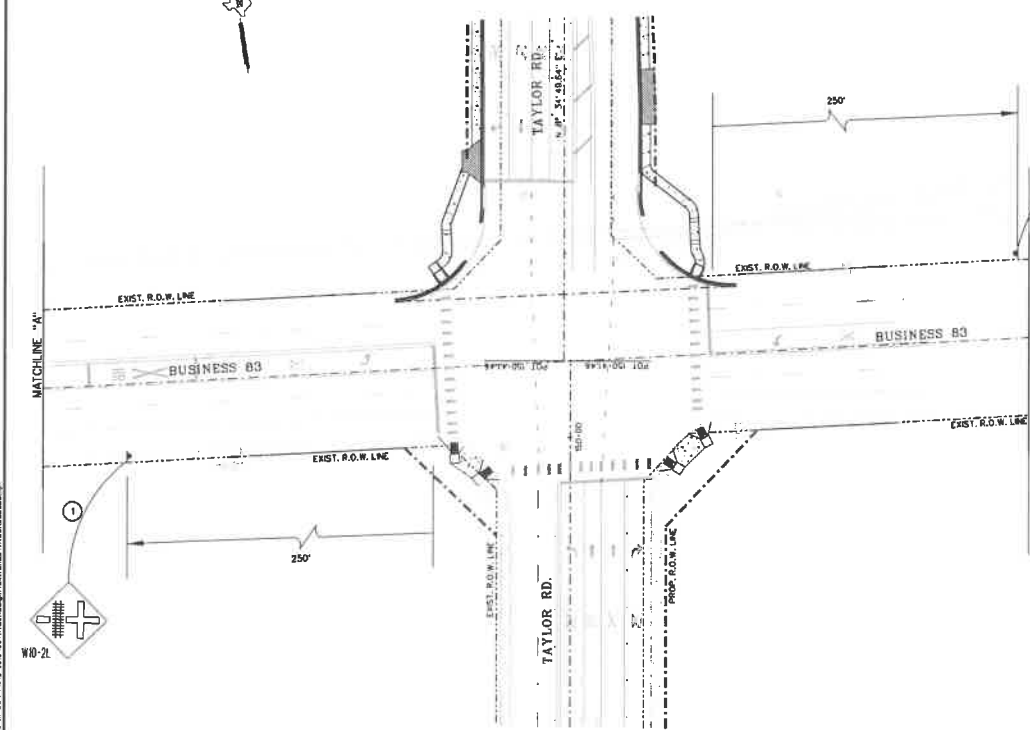
**TAYLOR ROAD
 SIGNING LAYOUTS
 STA. 149+00 TO STA. 159+00**

SCALE: 1" = 50'	SHEET 2 OF 6
PROJECT: CSJ: 0921-02-328	PROJECT NO.: TAYLOR RD
DATE: 3/26/2023	DATE: 3/26/2023
DESIGNED BY: D.B.T.	CHECKED BY: D.B.T.
DRAWN BY: D.B.T.	IN CHARGE: D.B.T.
APPROVED BY: D.B.T.	DATE: 3/26/2023

3/26/2023 10:10:00 PM
 C:\Users\damienb\OneDrive\Documents\CSJ\103\08_360023.dwg



- SIGNING LEGEND**
- ⊗ SIGNS TO REMAIN IN PLACE
 - △ SIGNS TO BE REMOVED (ITEM 644)
 - ⊖ SIGNS TO BE REMOVED & SHALL BE RELOCATED BY OTHERS
 - SIGNS TO BE INSTALLED (ITEM 644)
 - LARGE SIGNS TO BE INSTALLED
 - ⊙ EXISTING LARGE SIGNS TO BE REMOVED



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 OR PERMIT PURPOSES.

DAMEN B. TLEBINA
 P.E. 104828
 1/12/2023
 DATE



L & G Engineering 1100 W. Expressway 83
 Houston, TX 77057
 Phone (281) 440-8413
 Fax (281) 440-8414

Highway / Civil
 Structural / Bridge
 Environmental
 Firm No. 7-4105
 Exp. 08/31/2023

807 S. Stewart St. Ste. 11
 Mission, TX 78572
 Phone (361) 964-1868
 Fax (361) 964-1937

**US BUS 83/
 TAYLOR ROAD
 SIGNING LAYOUTS**

SCALE:	SHEET 14 OF 15	
DATE:	DATE:	DATE:
PROJECT:	PROJECT:	PROJECT:
DESIGNER:	DESIGNER:	DESIGNER:
CHECKER:	CHECKER:	CHECKER:
DATE:	DATE:	DATE:

2/10/2023 10:44 PM
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**EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Public Authority shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Public Authority shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Public Authority for the purpose of conveying electric power or communications incidental to the Public Authority's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Public Authority to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Public Authority shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Public Authority shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Public Authority at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Public Authority will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Public Authority will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION

A. The Public Authority, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Public Authority, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Public Authority shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Public Authority upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Railroad and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Public Authority shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Public Authority. The Public Authority hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Public Authority, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Public Authority is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Public Authority at the Public Authority's own expense, or by the Railroad at the expense of the Public Authority, and to the satisfaction of the Railroad.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Public Authority of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Public Authority shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Public Authority shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of Lessee.

B. If, in the future, the Public Authority elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the Public Authority's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Public Authority shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Public Authority shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Public Authority that the work will be performed in a safe manner and in conformity with the

following standards:

- A. **Definitions.** All references in this Agreement to the Public Authority shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Public Authority shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by Public Authority.** If the Public Authority's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Public Authority shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Public Authority, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Public Authority's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Public Authority's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.** If the Public Authority's employees need to enter Railroad's property as provided in Paragraph B above, the Public Authority agrees to notify the Lessee at least thirty (30) working days in advance of proposed performance of any work by Public Authority in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until Lessee flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, Lessee will determine and inform Public Authority whether a flagman need be present and whether Public Authority needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Lessee, Lessee will bill Public Authority for such expenses incurred by Lessee. If Lessee performs any flagging, or other special protective or safety measures are performed by Lessee, Public Authority agrees that Public Authority is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- D. **Compliance With Laws.** The Public Authority shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Public Authority shall use only such methods as are consistent with safety, both as concerns the Public Authority, the Public Authority's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Public Authority (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Public Authority to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed

or charged against the Railroad, the Public Authority shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Public Authority further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Public Authority shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Public Authority, at its own expense, shall adequately police and supervise all work to be performed by the Public Authority, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Public Authority for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of Lessee representative, or by compliance by the Public Authority with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Public Authority will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Public Authority's engineers or the Railroad shall be of the opinion that any work of the Public Authority is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Public Authority shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Public Authority shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Public Authority at the Public Authority's own expense or by the Railroad at the expense of the Public Authority. The Public Authority shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Public Authority shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad, which shall not be given if, in the sole discretion of the Railroad, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of

explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Public Authority shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Public Authority shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Public Authority, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Public Authority in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Public Authority, at the Public Authority's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Public Authority, at the Public Authority's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Public Authority, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Public Authority shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Public Authority shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. 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. Public Authority shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Public Authority. If it is, Public Authority 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.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Public Authority, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Public Authority shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices during normal business hours by the agents and authorized representatives of Public Authority for a period of three (3) years following the date of Railroad's last billing sent to Public Authority.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Public Authority shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Public Authority will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Public Authority of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Public Authority hereunder.

C. The Public Authority will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Public Authority and the Railroad and

specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Public Authority shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Public Authority and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Public Highway At-Grade Crossing
Leased Line
Standard Form Approved, AVP-Law 01/15/13

EXHIBIT C
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Lessee's Material and Force Agreement Estimate.

Project: City of Mission- Taylor Rd. Widening Estimate
 Description: 115ft. Concrete Crossing and relocate switch for 885
 Location: Mission Line, MP. 39.90, Mission, TX

Rio Valley Switching Company
 Estimate Master
 Date: 12/12/2023

DOT 448858K
 CSJ 0921-02-328

I. Labor	Qty	Rate	Total Hours	Amount		
Foreman	1	\$28.14	60	\$1,688.40		
Foreman Overtime	1	\$42.00	60	\$2,520.00		
Laborer	4	\$18.85	240	\$4,524.00		
Laborer Overtime	4	\$35.30	240	\$8,472.00		
Total Contract Labor				\$17,204.40		
Internal Labor	Office	Patrick	Luis	Sergio	Eddie	
Hours	2	15	60	100	40	
Rate	\$ 50.00	\$36.06	\$32.69	\$17.51	\$27.88	
Direct Labor \$	\$100.00	\$540.90	\$1,961.40	\$1,751.00	\$1,115.20	\$5,468.50
Labor Additive %	75.08%	75.08%	75.08%	75.08%	75.08%	
Labor Additive	\$75.08	\$406.11	\$1,472.62	\$1,314.65	\$837.29	\$4,105.75
Total Internal Labor						\$9,574.25
Total Labor						\$26,778.65

II. Materials	Description	Quantity	Unit	Unit Cost	Amount
	Cross ties-new	170	each	\$58.48	\$9,941.60
	Track Spikes	1200	each	\$0.68	\$816.00
	Tie Plates (115#) 5.5"	220	each	\$9.65	\$2,123.00
	Rail Anchors 5.5" drive on	880	each	\$1.86	\$1,636.80
	Comp. Bars (115# to 90#)	4	pair	\$596.00	\$2,384.00
	Joint bars-insulated (115#)	4	pair	\$463.25	\$1,853.00
	Rail (115#)	12,267	TON	\$1,613.86	\$19,797.22
	Crossing Cement	155	trk. ft.	\$200.00	\$31,000.00
	Concrete Panels Freight	2	each	\$1,325.00	\$2,650.00
	Drain Pipe	310	feet	\$3.53	\$1,094.30
	Geotextile Fabric	155	foot	\$1.57	\$243.26
	Ballast	200	ton	\$29.35	\$5,870.00
	#09 115lb RH Turnout	1	each	\$44,810.00	\$44,810.00
	115# Insulated Gauge Plate	1	each	\$395.00	\$395.00
	#1 insulated switch rod(16'6")	1	each	\$160.75	\$160.75
	#2 insulated switch rod(16'6")	1	each	\$151.60	\$151.60
	McAllen Signal and Boring				See McAllen Signal detail
	Materials Handling Fee 5%				\$701,552.34
					\$6,246.33
Total Material Costs					\$832,725.20

III. Equipment	Quantity	Unit	Unit Cost	Amount
Air Tools	10	days	\$21.00	\$210.00
Backhoe CAT 420F(2012)	10	days	\$400.00	\$4,000.00
Backhoe JCB 3C14	10	days	\$360.00	\$3,600.00
2015 Ford F-750 Boom Truck	3	days	\$1,000.00	\$3,000.00
Compressor	10	days	\$219.40	\$2,194.00
Generator	5	days	\$29.60	\$148.00
Hand Tools	10	days	\$20.00	\$200.00
Rail Drill	5	days	\$35.40	\$177.00
Rail Saw	5	days	\$34.00	\$170.00
Tamper	3	days	\$1,669.80	\$5,009.40
Ballast Regulator	3	days	\$1,669.80	\$5,009.40
Welding Tools	5	days	\$59.60	\$298.00
F-350 Truck w/ Hirail	5	days	\$425.60	\$2,128.00
2019 Truck F150	5	days	\$146.80	\$734.00
Dump Truck	6	days	\$383.40	\$2,300.40
Hafco Truck	120	hr	\$13.11	\$1,573.20
Grinder	5	days	\$58.40	\$292.00
Trailer	6	days	\$26.60	\$159.60
Locomotive	3	hr	\$200.00	\$600.00
Ballast Car	3	hr	\$14.60	\$43.80
Concrete/Pavement Cutter(IM Services)	2	days	\$756.00	\$1,512.00
Total Equipment Costs				\$33,368.80

IV. Tie Removal	Quantity	Unit	Unit Cost	Amount
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Public Highway At-Grade Crossing
Leased Line
Standard Form Approved, AVP-Law 01/15/13

EXHIBIT C-1

TO

PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C-1 (if applicable) will be UPRR's Material and Force Agreement Estimate.

EXHIBIT C-1

**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 railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:

1/19/2024

LOCATION:

Mission

DOT: 448858K

SUBDIVISION

Mission Leased RVR

STATE:

TX

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 3,000	\$ -		\$ 3,000.00	\$ 3,000
Construction Submittals	-	\$ -	\$ -	\$ -	\$ -
Construction Observation/Mgmt	-	\$ -	\$ -	\$ -	\$ -
Final Inspection	\$ 5,000	\$ -	\$ -	\$ 5,000.00	\$ 5,000
FLAGGING / INSPECTION SERVICES					
RATE (per day)	\$ -				
Estimated # Days of Flagging	5	\$ -	\$ -	\$ -	\$0
TOTAL PROJECT:	\$ 8,000	\$ -	\$ -	\$ 8,000.00	\$8,000

TOTAL ESTIMATED COST:

\$8,000

**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.**

<p>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.</p>
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EXHIBIT D
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit D (if applicable) will be Lessee's Contractor's Right of Entry.



IRONHORSE
RESOURCES, INC

RIO VALLEY SWITCHING COMPANY

101 21st St. | McAllen, TX 78501 | P: 956-971-9111 | F: 956-971-9114

PERMIT TO BE ON AND ABOUT RAILROAD PROPERTY

Whereas, _____, of _____, _____, hereinafter called "Permittee", desires to enter property along the right of way for the purpose of _____

_____ on the line of RIO VALLEY SWITCHING COMPANY AND RIO VALLEY RAILROAD, INC., hereinafter called "Company", and Whereas the Company is willing to allow the Permittee(s) to be on its premises for the purpose aforesaid on the terms and conditions hereinafter stated:

Now, therefore, the Company grants to Permittee(s) permission to be in, on, or about tracks, premises, buildings, facilities, trains, engines, and cars of the Company for the purpose above stated, subject to the following conditions:

1. Before exercising any privilege under the permission herein given, the Permittee shall call the office of the Company to exercise such privilege or of his representative in the area where the Permittee desires to exercise such privilege, and secure an escort to accompany him on his tours of Company's Property.
2. The Permittee shall, in the course of his tours of Company's property, observe all safety rules and regulations, and all other rules and regulations of the Company.
3. The Permittee shall execute the form of release herein after _____ set out if required by Company.
4. Permittee shall notify and obtain clearance from company prior to encroaching on Company's property.
5. Permittee shall keep in force the insurance requirements in the Insurance Exhibit, attached hereto and incorporated herein by reference.

This permit may be revoked at any time by the Company, but if not revoked, shall expire _____.

Dated this ____ day of _____, 20__

RIO VALLEY SWITCHING COMPANY _____

"Company"
By: _____
Title: _____
By: _____

"Permittee"
By: _____
Title: _____
Date: _____

RELEASE

In consideration of the permit herein granted to me (us) by RIO VALLEY SWITCHING COMPANY AND RIO VALLEY RAILROAD, INC., and affiliated companies, owners, directors, and officers (hereinafter called "Company") as aforesaid, I (we) do hereby assume all risk of any and all personal injuries and loss of or damage to any property while pursuant to said permit I (we) am (are) in, on or about the tracks, premises, building, facilities, trains, engines, or cars of or used by the Company, and I (we) do hereby for myself (ourselves), my (our) heirs, executors, administrators, and dependents, forever acquit, release, and discharge the Company and all companies whose facilities of or used by the Company, its and their successors and assigns and its and their officers and employees, from any and all liability of whatsoever character for any and all personal injuries and loss of or damage to property that may be sustained by me (us) while I (we) am (are) in, on, or about said facilities pursuant to said permit, no matter how said injuries or damage may arise and whether said injuries result in death or otherwise.

Dated this _____ day of _____, 20__.

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____
Title: _____