



ORIGINAL

NEW APPLICATION

**Arizona Department of Transportation
Intermodal Transportation Division**

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213



0000134727

Janice K. Brewer
Governor

Jennifer Toth
State Engineer

John S. Halikowski
Director

March 7, 2012

Arizona Corporation Commission

DOCKETED

MAR - 7 2012

DOCKETED BY	<i>ne</i>
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Arizona Corporation Commission
Office of Railroad Safety
Attn: Chris Watson
1200 W Washington Street
Phoenix, AZ 85007

RE: Application to upgrade existing railroad signals
Project: Agua Verde Road Crossing
Federal Project # STP-PPM-0(202)P
ADOT Tracs # 0000 PM PPM SR211 01C
Union Pacific Railroad crossing AAR/DOT # 741-308-N RR-03639A-12-0087

Mr. Watson,

Please find enclosed the original and 13 copies of the application to install railroad signals at Agua Verde Road along with the agreement between ADOT and the Union Pacific Railroad.

Feel free to contact me if you have any questions.

Sincerely,

Armando Lopez, EIT
Railroad Coordinator
Arizona Department of Transportation
205 S 17th Ave, Room 357
MD 618E
Phoenix, AZ 85007
602-712-8747
ALopez4@azdot.gov

enclosures

cc: Vicki Bever, ADOT
Alexander Popovici, Union Pacific Railroad

AZ CORP COMMISSION
DOCKET CONTROL

2012 MAR - 7 P 3:43

RECEIVED



Arizona Department of Transportation
Intermodal Transportation Division
206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

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March 7, 2012

Jennifer Toth
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Office of Railroad Safety
Attn: Chris Watson
1200 W Washington Street
Phoenix, AZ 85007

RE: Application to upgrade existing railroad signals
Project: Agua Verde Road Crossing
Federal Project # STP-PPM-0(202)P
ADOT Tracs # 0000 PM PPM SR211 01C
Union Pacific Railroad crossing AAR/DOT # 741-308-N

Mr. Watson,

This application is being submitted to allow the Union Pacific Railroad (UPRR) to furnish and install two gates and two flashers and providing power service to the crossing. This work was identified thru the 2006 array and numerous onsite diagnostic meetings.

1. Project Location and Description

The project is located at crossing of UPRR on Agua Verde Road near Vail, Arizona. This is a mainline for UPRR with daily usage. Agua Verde Road is a 2-lane wide gravel road and is normally used for 2 way traffic, consisting of 1 northbound lane and 1 southbound lane.

The project consists of furnishing and installing two gates and two flashers and providing power service to the crossing.

2. Why the crossing is needed

Based on a fatal accident and the 2006 crossing improvement array, this crossing was selected for upgrades by installing gates and flashers.

3. Construction Phasing

The first phase occurs once the Environmental Clearance is obtained; Tucson Electric Power and UPRR will coordinate to install the power extension to the crossing needed to power the signals. Once an opinion and order is issued, UPRR will acquire and install the signal equipment within 12 to 15 months.

4. Maintenance of the crossing

UPRR will be responsible for installing and maintaining the crossing surface and signal equipment. Pima County will be responsible for maintaining the road approaches outside of UPRR responsibility.

5. Project Funding

100% of the funding will be provided thru the Federal Highway Administration thru their Section 130/highway-railroad crossing safety improvement program.

Costs are as follows:

Preliminary and Construction Engineering	\$15,000.00
UPRR Furnish and Install Flashers and Gates including power	<u>\$420,000.00</u>
Total Cost	\$435,000.00

6. Other information (based on typical Staff Data Requests):

1. Provide Average Daily Traffic Counts for each of the locations.

Per Pima County, Agua Verde Road is a dirt road designated as a Minor Local Road and serves approximately 30 residential houses. Pima County does not have a traffic count for the roadway, but an estimate based on the number of residences and using the ITE Trip Generation Manual would be approximately 300 vehicles per day.

2. Please describe the current Level of Service (LOS) at each intersection.

Per Pima County this dirt road is in a remote rural location and does not have a Level of Service on record.

3. Provide any traffic studies done by the road authorities for each area.

Per Pima County this road does not have any traffic studies completed.

4. Provide the population of the City the crossing is located in.

2010 census: 10,208 persons in Vail, Arizona

5. Provide what warning devices are currently installed at the crossing.

Currently at this crossing there are only railroad cross bucks and stop signs.

6. Provide distances in miles to the next public crossing on either side of the proposed project location. Are any of these grade separations?

Red Hills Ranch Road (AAR/DOT 741 310 P) is an at-grade crossing 1.7 miles to the east of the Agua Verde crossing. There is no public crossing in the vicinity to the west of this crossing.

7. How and why was grade separation not decided on at this time? Please provide any studies that were done to support these answers.

Grade separation not considered as part of this Section 130 safety upgrade.

8. If this crossing was grade separated, provide a cost estimate of the project.

Estimate \$10,000,000++

9. Please describe what the surrounding areas are zoned for near this intersection. i.e. Are there going to be new housing developments, industrial parks etc.

The area adjacent to Agua Verde Road are zoned General Rural (GR) with a few houses and state land surrounding the area.

10. Please supply the following: number of daily train movements through the crossing, speed of the trains, and the type of movements being made (i.e. thru freight or switching). Is this a passenger train route?

Per the Federal Railroad Administration website this crossing has 46 thru train movements per day at speeds between 25 and 35mph and shares this track with Amtrack passenger trains.

11. Please provide the names and locations of all schools (elementary, junior high and high school) within the area of the crossing.

There are no schools within the vicinity of this crossing. The closest schools are 5 miles to the west of the crossing along Colossal Cave Road.

Vail School District
13801 E. Benson Hwy
PO Box 800
Vail, Arizona 85641
520-879-2000

12. Please provide school bus route information concerning the crossing, including the number of times a day a school bus crosses this crossing.

Per Pima County, the school district reports that they do not normally send buses over unmaintained roads, except for special needs students. There are currently no special needs students residing in this area that require transportation. All other students are picked up at Marsh Station Road.

13. Please provide information about any hospitals in the area and whether the crossing is used extensively by emergency service vehicles.

There are no hospitals within a close vicinity of this crossing and emergency service vehicles do not use this crossing extensively at this point in time.

14. Please provide total cost of the railroad improvements to each crossing.

Cost described above.

15. Provide any information as to whether vehicles carrying hazardous materials utilize this crossing and the number of times a day they might cross it.

Per Pima County there are no known vehicles carrying hazardous materials that utilize this road.

16. Please provide the posted vehicular speed limit for the roadway.

15 MPH

17. Do any buses (other than school buses) utilize the crossing, and how many times a day do they cross the crossing. Bus traffic varies depending on sporting events.

Per Pima County there are no buses that utilize this crossing.

18. Please indicate whether any spur lines have been removed within the last three years inside a 10 mile radius of any crossings covered in this application. Please include the reason for the removal, date of the removal and whether an at-grade crossing or crossings were removed in order to remove the spur line.

ADOT is not aware of any railroad spurs within the vicinity of this crossing that have been removed within the last three years.

19. Please fill in the attached FHWA Grade Separation Guidelines Table, (from FHWA's 2007 revised second edition Railroad Highway Grade-Crossing Handbook, page 151) with a yes or no answer as to whether each item applies. Also, please provide all information to support your answers of yes or no (i.e. vehicle delay numbers, any calculations that were performed to get the answers).
20. Based on the current single track configuration at the crossings specified by this application, please provide the current traffic blocking delay per train. Please indicate the time in which vehicular traffic is delayed (1) to allow the train to pass at a crossing and (2) due to trains stopped on the track for any purpose. The delay is measured from the point that the warning devices are activated at the crossing to the time after the train has cleared the crossing and the warning devices are reset.

Per Pima County there are no significant delays at this crossing.

Sincerely,

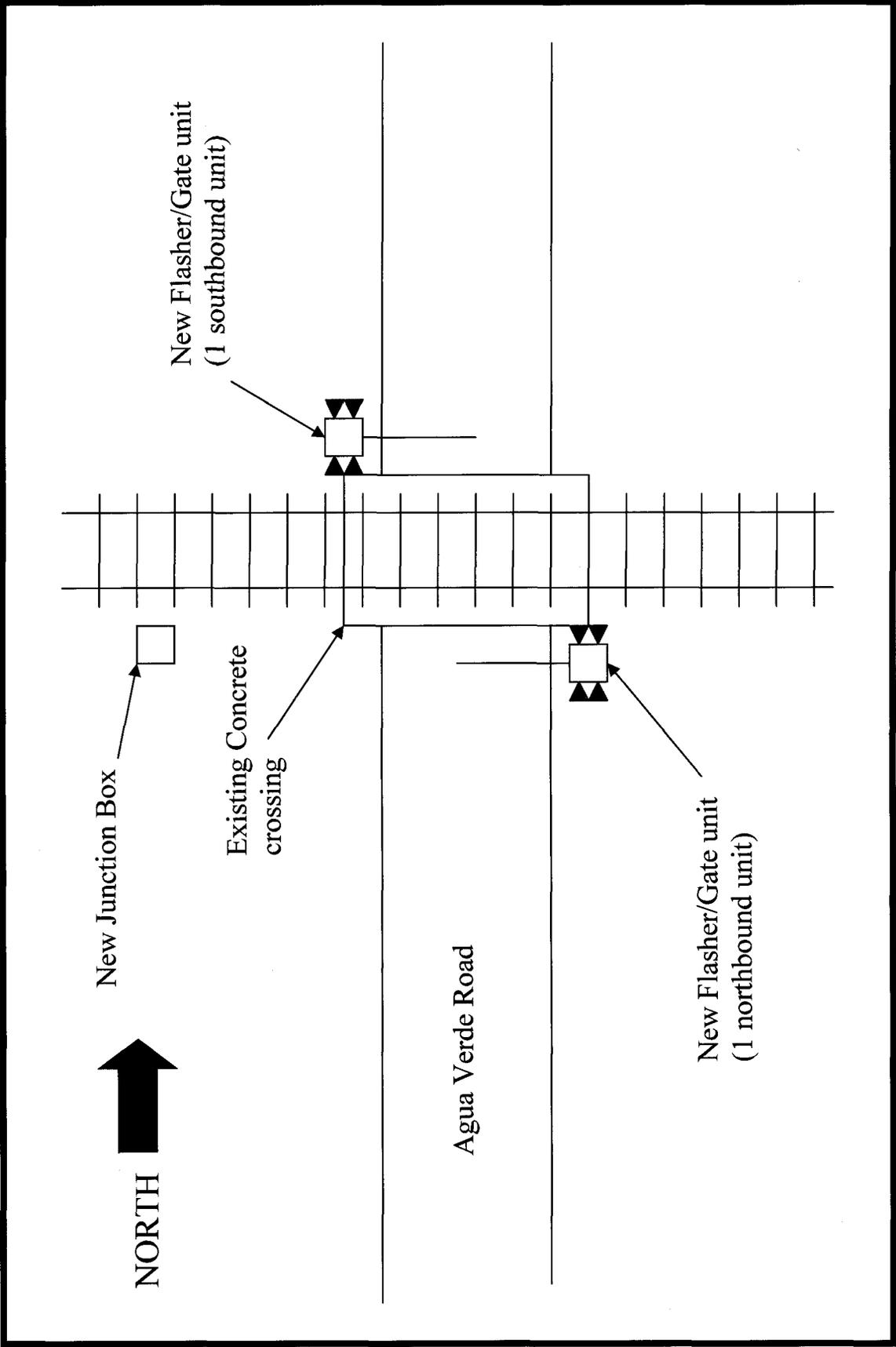


Armando Lopez, E.T.
Railroad Coordinator
Arizona Department of Transportation
205 S. 17th Ave, Room 357
MD 618E
Phoenix, AZ 85007
Phone: 602-712-8747
ALopez4@azdot.gov

FHWA - GRADE SEPARATION GUIDELINES

Highway-rail grade crossings should be considered for grade separation or otherwise eliminated across the railroad right of way whenever one or more of the following conditions exist:

		Agua Verde Road
The highway is a part of the designated Interstate Highway System	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N
The highway is otherwise designed to have full controlled access	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N
The posted highway speed equals or exceeds 70 mph	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N
AAADT exceeds 100,000 in urban areas or 50,000 in rural areas	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N
Maximum authorized train speed exceeds 110 mph	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N
An average of 150 or more trains per day or 300 million gross tons/year	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N
Crossing exposure (trains/day x AADT) exceeds 1M in urban or 250k in rural; or passenger train crossing exposure exceeds 800k in urban or 200k in rural	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N
Expected accident frequency for active devices with gates, as calculated by the US DOT Accident Prediction Formula including five-year accident history, exceeds 0.5	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N
Vehicle delay exceeds 40 vehicle hours per day	Crossing Currently meets the criteria	N
	Crossing meets the criteria by 2030	N





Arizona Department of Transportation

Intermodal Transportation Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

John S. Halikowski
Director

Floyd Roehrich Jr.
State Engineer

April 15, 2010

RAILROAD CROSSING PROJECT

TRACS No.: 0000 PM PPM SR211 01C

Project No.: STP-PPM-0(202)A

Location: Aqua Verde Road

AAR/DOT No.: 741 308 N

RR M.P.: 1011.21 Lordsburg Subdivision

ADOT Accounting No.: R1532GA10

RAILROAD AGREEMENT

For

FEDERAL AID

Railroad Crossing Projects

THE UNION PACIFIC RAILROAD COMPANY

Agreement No. 1532-91-SPTC

RAIL/HIGHWAY SAFETY PROGRAM

SUMMARY OF ESTIMATE

Total

Preliminary Engineering: \$14,366.00

Construction:

Signals	
Construction Engineering	\$16,197.00
Labor	\$113,513.00
Materials	\$285,150.00
UPRR Administrative Fee	\$900.00

*\$430,126.00

* Railroad will invoice ADOT for 100% of total work.
Railroad will separate Preliminary Engineering costs from
Construction costs. Costs include installation of signals and
providing power to the site.



<GMendez@TEP.Com>

06/24/2009 03:34 PM

To <AAMAN@up.com>

cc

bcc

Subject RE: Aqua Verde Rd. TEP Estimate Status, RR MP 1011.20
Lordsburg Sub. Vail AZ. DOT 741 308W

History: This message has been replied to.

Hello Aziz,

The cost to extend our primary line 2685 feet to serve the railroad crossing signal is approximately \$48,970. This cost estimate, however, does not include the cost of the civil work which is the customer's responsibility that includes trenching, conduit installation, site preparation for equipment, etc.. This figure was calculated at \$18 per foot and \$640 for the service charge. Please let me know if you have any additional questions.

Thanks,
-Gilbert Mendez

-----Original Message-----

From: AAMAN@up.com [mailto:AAMAN@up.com]

Sent: Monday, June 22, 2009 7:40 PM

To: Mendez, Gilbert

Cc: Robert AH Travis II; GAELMER@up.com; NDJOHNSO@UP.COM

Subject: Aqua Verde Rd. TEP Estimate Status, RR MP 1011.20 Lordsburg Sub. Vail AZ. DOT 741 308W

Can you provide me with the status of your estimate?

Thanks.

Aziz Aman P.E.
Union Pacific Railroad
2073 E Jade Dr.
Chandler, AZ. 85286
Ph: (480) 415 2364
Fax: (402) 997 3839
aaman@up.com

For Guidelines & Specifications visit:
www.uprr.com/aboutup/operations/specs/index.shtml

For Utility Exhibits and Guidelines visit:
www.uprr.com/reus/pipeline/index.shtml

For Right of Entry Application visit:
www.uprr.com/reus/tempuse/index.shtml#tempprocedures

----- Forwarded by Aziz Aman/UPC on 06/22/2009 09:37 PM -----

Aziz Aman/UPC

To <GMendez@TEP.Com>

05/28/2009 03:42 PM

cc

Subject Aqua Verde Rd. RR MP 1011.20 Lordsburg Sub. Vail AZ. DOT 741 308W

Thanks for calling me and looking forward to get the estimate and any additional information that you can provide.

Aziz Aman P.E.
Union Pacific Railroad
2073 E Jade Dr.
Chandler, AZ. 85286
Ph: (480) 415 2364
Fax: (402) 997 3839
aaman@up.com

For Guidelines & Specifications visit:
www.uprr.com/aboutup/operations/specs/index.shtml

For Utility Exhibits and Guidelines visit:
www.uprr.com/reus/pipeline/index.shtml

For Right of Entry Application visit:
www.uprr.com/reus/tempuse/index.shtml#tempprocedures
----- Forwarded by Aziz Aman/UPC on 05/28/2009 03:40 PM -----

Aziz Aman/UPC
05/26/2009 02:10 PM

To <GMendez@TEP.Com>
cc Glen A. Elmer/UPC@UP
Subject Aqua Verde Rd. RR MP 1011.20 Lordsburg Sub. Vail AZ. DOT 741 308W

Please refer to our on site meeting at the job site with regard to the above referenced project.

Can you provide me with your status of progress of right of way requirements and estimate? If you have plans showing the location of existing power source and the crossing, would you please provide me with a pdf?

Thanks.
**

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**

CONTRACTOR

Location and Facility: Agua Verde Sig Serv (UG)								Date: 9/29/09	
Subdivision: ? Milepost: ?								Est By: Joe Maxwell	
Station No: ? Segment: ?								Telephone No: 402-544-5996	
Job	Acct	Description	Qty	Unit	Labor		Material		Totals
					Unit	Total	Unit	Total	
401	031	Electrical Engineering							
		Contract - Total Estimate Add		0%					\$0
		UPRR						\$2,500	\$2,500
		UPRR - Labor Add		156%				\$3,901	\$3,901
		Total Electrical Engineering							\$6,401
402	031	Field Engineering							
		UPRR						\$2,000	\$2,000
		UPRR - Labor Add		156%				\$3,120	\$3,120
		Total Field Engineering							\$5,120
410	031	Electrical Construction							
		Conduits - RGS							
		2"	100	LF	\$11.14	\$1,114	\$7.55	\$755	\$1,869
		Conduits - PVC							
		3"	3100	LF	\$9.08	\$28,139	\$7.70	\$23,870	\$52,009
		Wire - 600Volt - THWN							
		# 2 AWG	300	LF	\$1.11	\$334	\$1.54	\$462	\$796
		Ground Rod(s)							
		Rod 5/8" x 8'-0"	2	Ea	\$91.08	\$182	\$16.20	\$32	\$215
		Wire (#6 solid bare copper, 60' lg)	2	Ea	\$50.08	\$100	\$5.35	\$11	\$111
		Clamp (5/8")	2	Ea	\$15.65	\$31	\$5.05	\$10	\$41
		Fused Disconnect Switches							
		600V, 30A, NEMA 3R	1	Ea	\$162	\$162	\$485	\$485	\$647
		Lighting Contactors							
		Panelboards							
		Surge Suppression							
		Transformers							
		Lighting							
		Power Distribution (Above ground)							
		Concrete pads							
		Cost per Cu Yd (over 20)	31	Cu Yd	\$119	\$3,679	\$173	\$5,363	\$9,042
		Trenching							
		8" wide, 36" deep	3100	LF	\$1.69	\$5,240	\$0.00	\$0	\$5,240
		Miscellaneous							
		Arc Flash Analysis (Secondary)	1	Lot	\$0.00	\$0	\$5,000.00	\$5,000	\$5,000
		UPRR Watchman	10	Daily	\$600	\$6,000	N/A	N/A	\$6,000
		Bids or Contracts							
		Utility Company Service	1	Ea	N/A	N/A	8,000	8,000	\$8,000
		Directional Bore	50	FT			35	1,750	\$1,750
		Subtotal Electrical Construction (Labor + Material)				\$44,981		\$43,988	\$90,719
		Overhead & Profit		15.0%				\$12,145	\$12,145
		Sale Tax, Etc.		10%				\$3,599	\$3,599
		Geographic Factor:		15%				\$12,145	\$12,145
		Total Electrical Construction:							\$118,609
Total Engineering and Construction:									\$130,130

TRACS No. 0000 PM PPM SR211 01C
 Project No. STP-PPM-0(202)
 Agreement No. 1532-91-SPTC
 EXHIBIT "A"
 Sheet 4 of 7

CONTRACTOR

Location and Facility: Agua Verde Signal Serv. Conn.								Date: 10/30/09	
Subdivision: ? Milepost: ?								Est By: Joe Maxwell	
Station No: ? Segment: ?								Telephone No: 402-544-5996	
Job	Acct	Description	Qty	Unit	Labor		Material		Totals
					Unit	Total	Unit	Total	
401	031	Electrical Engineering							
		Contract - Total Estimate Add		0%					\$0
		UPRR				\$1,000			\$1,000
		UPRR - Labor Add		156%		\$1,560			\$1,560
		Total Electrical Engineering							\$2,560
402	031	Field Engineering							
		UPRR				\$500			\$500
		UPRR - Labor Add		156%		\$780			\$780
		Total Field Engineering							\$1,280
410	031	Electrical Construction							
		Conduits - RGS							
		2"	150	LF	\$11.14	\$1,671	\$7.55	\$1,133	\$2,804
		Wire - 600Volt - THWN							
		# 2 AWG	600	LF	\$1.11	\$668	\$1.54	\$924	\$1,592
		Ground Rod(s)							
		Rod 5/8" x 8'-0"	2	Ea	\$91.08	\$182	\$16.20	\$32	\$215
		Wire (#6 solid bare copper, 60' lg)	2	Ea	\$50.08	\$100	\$5.35	\$11	\$111
		Clamp (5/8")	2	Ea	\$15.65	\$31	\$5.05	\$10	\$41
		Fused Disconnect Switches							
		600V, 100A, NEMA 3R	1	Ea	\$278	\$278	\$890	\$890	\$1,168
		Concrete pads							
		Cost per Cu Yd (under 10)	1	Cu Yd	\$181	\$181	\$197	\$197	\$378
		Trenching							
		8" wide, 36" deep	100	LF	\$1.69	\$169	\$0.00	\$0	\$169
		Miscellaneous							
		Arc Flash Analysis (Secondary)	1	Lot	\$0.00	\$0	\$5,000.00	\$5,000	\$5,000
		UPRR Watchman	2	Daily	\$600	\$1,200	N/A	N/A	\$1,200
		Bids or Contracts							
		Subtotal Electrical Construction (Labor + Material)				\$4,481	\$8,197	\$12,678	\$12,678
		Overhead & Profit		15.0%			\$1,902	\$1,902	\$1,902
		Sale Tax, Etc.		10%			\$820	\$820	\$820
		Geographic Factor:		20%			\$2,536	\$2,536	\$2,536
		Total Electrical Construction:							\$17,935
Total Engineering and Construction:									\$21,775

TRACS No. 0000 PM PPM SR211 01C
 Project No. STP-PPM-0(202)
 Agreement No. 1532-91-SPTC
 EXHIBIT "A"
 Sheet 5 of 7

DATE: 2009-11-02

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2010-05-03

DESCRIPTION OF WORK:
INSTALL LED FL SIGNALS W/GATES AND CWT IN NEW CABIN AT AGUA VERDE CREEK
IN VAIL, AZ. M.P. 1011.21 ON THE LORDSBURG SUB.
SIGNAL PROJECT MANAGER: RUDY BURDEN 935-7680
RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:
SIGNAL - FEDERAL GOVERNMENT 100%

PID: 57872 AWO: 59552 MP,SUBDIV: 1011.21, LORDSBURG
SERVICE UNIT: 16 CITY: VAIL STATE: AZ

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			2629		2629		2629
LABOR ADDITIVE 105.61%			7808		7808		7808
SIG-HWY XNG			4765		4765		4765
TOTAL ENGINEERING			15202		15202		15202
SIGNAL WORK							
BILL PREP			900		900		900
CONTINGENCIES				37117	37117		37117
DESIGN				20000	20000		20000
EARTH FILL/ROCK				400	400		400
LABOR ADDITIVE 105.61%			32899		32899		32899
PERSONAL EXPENSES				22972	22972		22972
SALES TAX				2485	2485		2485
SIGNAL			31152	62147	93299		93299
TRANSPORTATION CHARGES				3977	3977		3977
TOTAL SIGNAL			64951	149098	214049		214049
LABOR/MATERIAL EXPENSE							
RECOLLECTIBLE/UPRR EXPENSE	80153		149098		229251	0	
ESTIMATED PROJECT COST							229251
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

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, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

FORM 30-1

PAGE 01 MORE

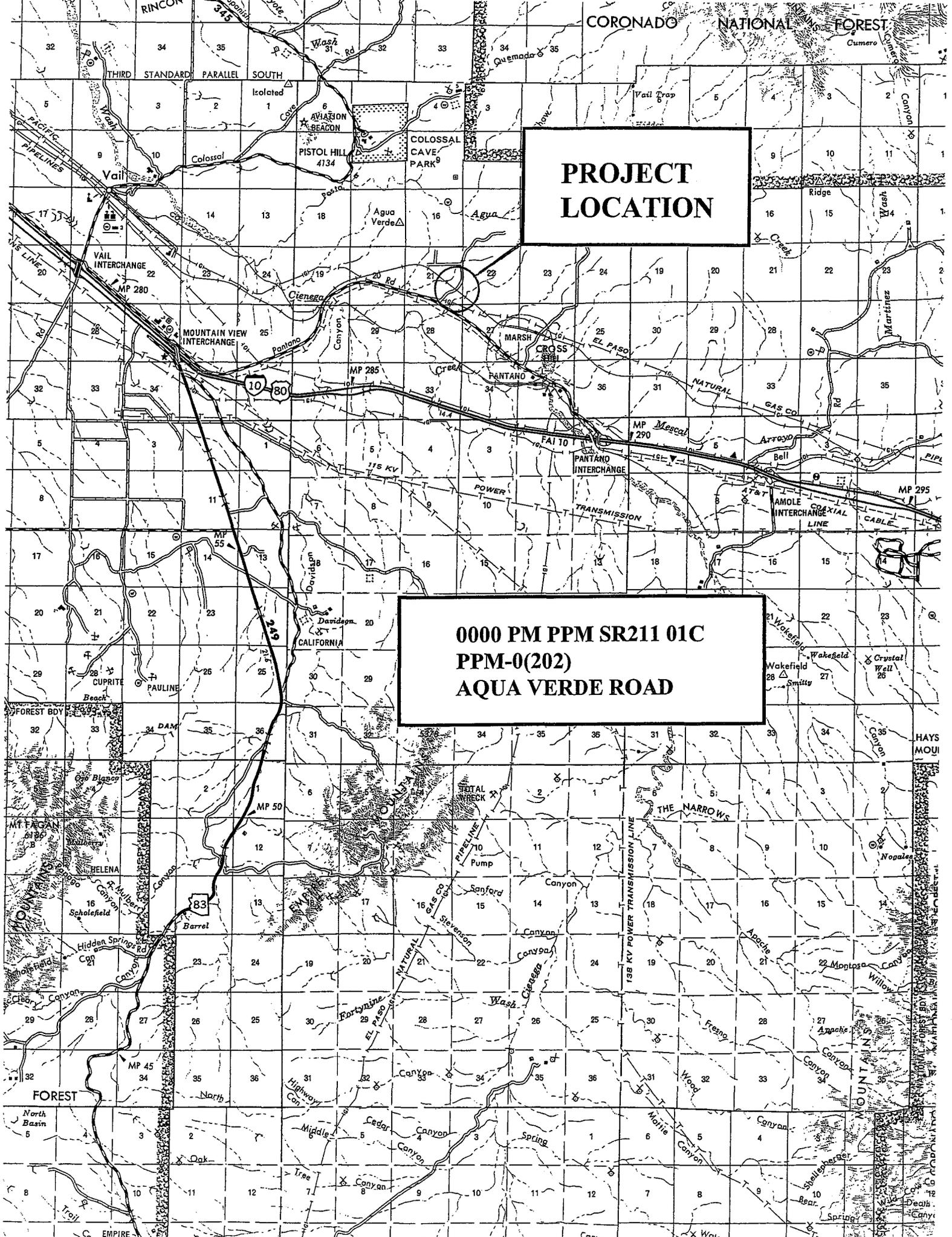
WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

RAILROAD: UPRR CO.
LOCATION: VAIL, AZ, AGUA VERDE CREEK
DEPARTMENT: ENGINEERING SERVICES

SERVICE UNIT: 16

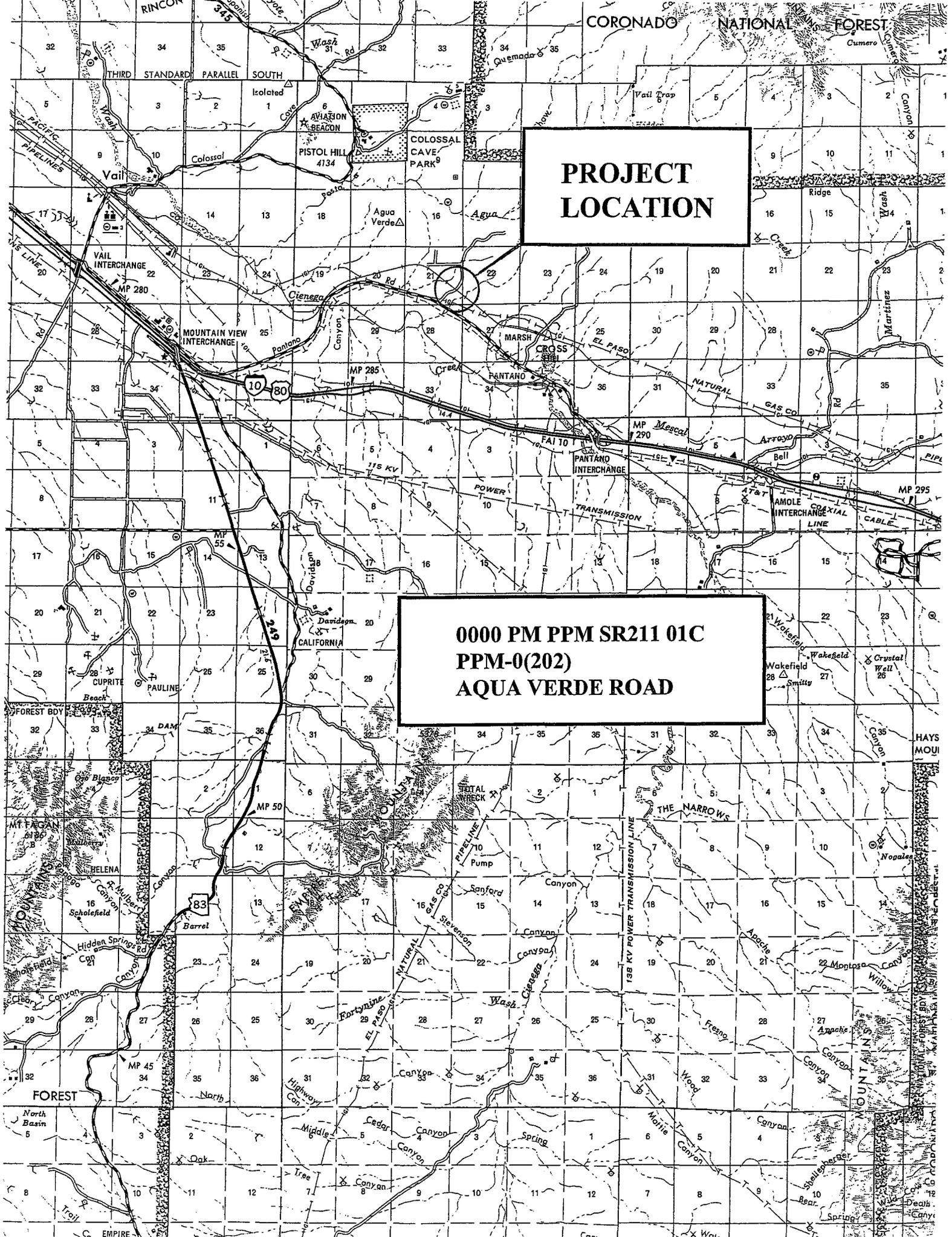
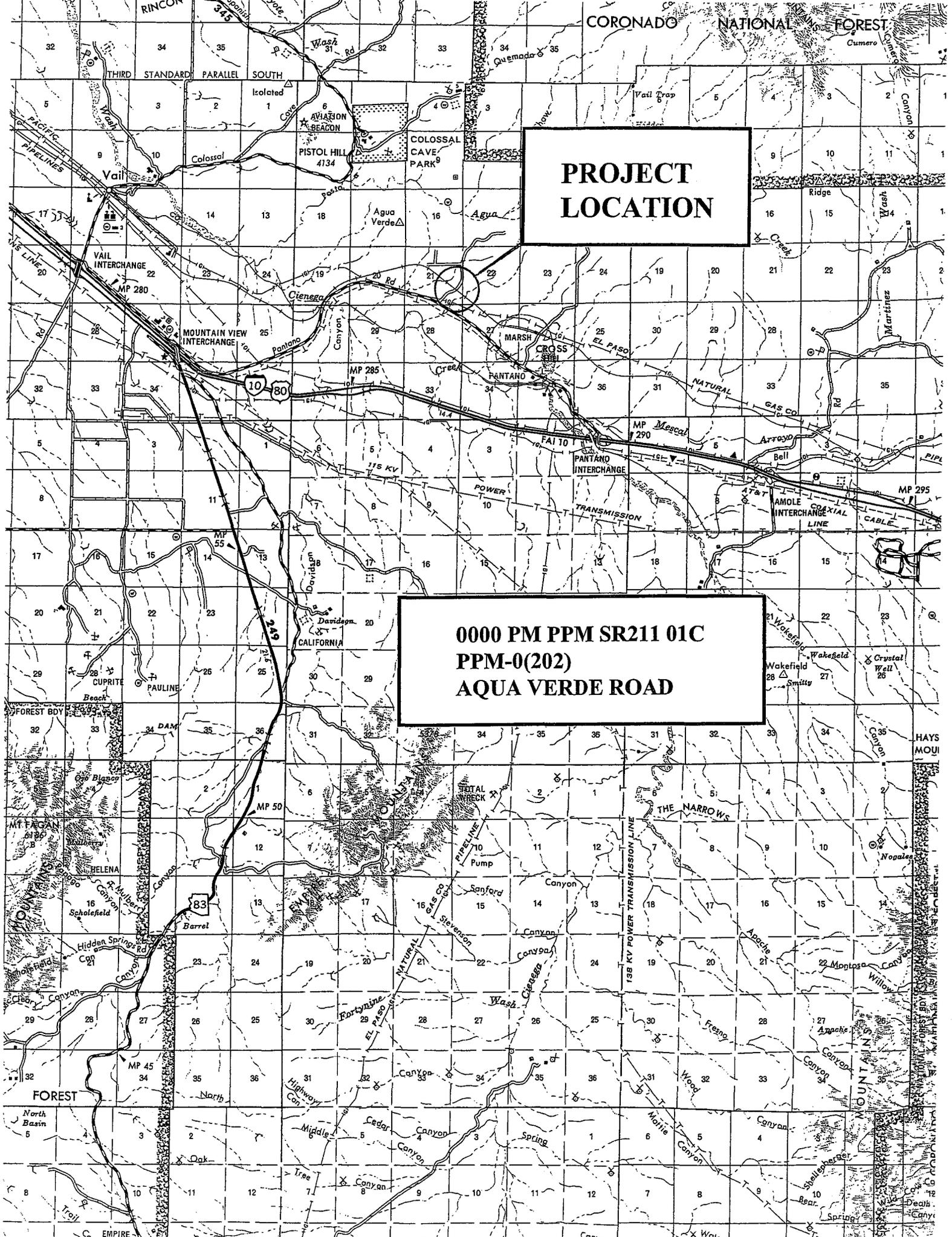
PROJ NO: 57872
A.W.O. NO: 59552
W.O. NO:
B.I. NO: 07EN10
STATE: AZ
VAL SEC: 0215

INSTALL LED FL SIGNALS W/GATES AND CWT IN NEW CABIN AT AGUA VERDE CREEK
IN VAIL, AZ, M.P. 1011.21 ON THE LORDSBURG SUB.
SIGNAL PROJECT MANAGER: RUDY BURDEN 935-7680
RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:
SIGNAL - FEDERAL GOVERNMENT 100%



**PROJECT
LOCATION**

**0000 PM PPM SR211 01C
PPM-0(202)
AQUA VERDE ROAD**



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

Agreement No. 1532-91-SPTC

Agreement Addendum No. 1

Company's Name: The Union Pacific Railroad Company
Address: 101 S. Watson Road, Arlington, TX 76010

The purpose of this addendum is to modify the Company name as stated herein:

WHEREAS: Agreement No. 1532-91-SPTC terms the "RAILROAD" as SOUTHERN PACIFIC TRANSPORTATION COMPANY.

WHEREAS: Agreement No. 1532-91-SPTC is revised to term the "RAILROAD" as the UNION PACIFIC RAILROAD COMPANY.

THEREFORE: The parties hereto agree that Agreement No. 1532-91-SPTC is hereby amended as shown herein. All other provisions of Agreement No. 1532-91-SPTC shall remain unabrogated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ARIZONA DEPARTMENT OF TRANSPORTATION

UNION PACIFIC RAILROAD COMPANY

By *William R. Briscoe*
~~WILLIAM R. BRISCOE, P.E.~~
~~C. Patrick Hackett~~
Utility & Railroad Engineering Section

By *Thomas J. Gee*
CHIEF ENGINEER

Date 2-18-99

Date _____

Approved as to Form
William R. Briscoe
General Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION**

UTILITY AND RAILROAD ENGINEERING SECTION

MASTER
RAILROAD AGREEMENT
For
FEDERAL AID
Railroad Crossing Projects

SOUTHERN PACIFIC TRANSPORTATION COMPANY
Agreement No. 1532-91-SPTC
RAIL/HIGHWAY SAFETY PROGRAM

THIS AGREEMENT by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein termed "RAILROAD," and STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, herein termed "STATE".

WITNESSETH:

The parties hereto desire to set forth by this instrument their understanding and agreements with respect to the installation, at various times, of railroad warning devices and/or surface crossing materials with track rehabilitation, if required, throughout the State of Arizona, where a roadway crosses the property and tracks of RAILROAD.

AGREEMENT:

NOW THEREFORE, it is mutually agreed as follows:

1. The work to be performed by RAILROAD under this agreement is hereinafter referred to as "PROJECT".

2. RAILROAD agrees to furnish all labor, materials, tools, and equipment necessary to install such warning devices including necessary actuating and operating circuits and adequate instrument housing and/or roadway crossing materials with track rehabilitation, if required, upon its property at certain designated grade crossings.

Said installation shall comply with the latest standards prescribed by the Association of American Railroads and the Manual On Uniform Traffic Control Devices, Part VIII.

3. RAILROAD will prepare both a cost estimate, marked Exhibit "A" and a location plan marked, Exhibit "B", showing the general details of each PROJECT and send them to STATE for acceptance.

4. It is agreed that the work to be performed by RAILROAD is a part of a Federal-Aid project. Pursuant to the provisions of Federal-Aid Policy Guide Subchapter G, Part 646 Subpart B, there is no ascertainable net benefit to RAILROAD, and STATE agrees to reimburse RAILROAD for one hundred percent (100%) of the cost and expense incurred by RAILROAD in furnishing of materials and performing the work as described in the Cost Estimate, marked EXHIBIT "A", attached to and made a part hereof.

5. It is understood and agreed that the STATE is acting solely as an agent for the project sponsor in securing and administering Federal funds and STATE assumes no other liability hereunder for the project sponsor.

6. Prior to commencing construction of each PROJECT, Railroad agrees to notify STATE, in writing, of the actual construction start date. Upon completion of each PROJECT, RAILROAD agrees to notify STATE, in writing, of the actual completion date. The construction start date shall not be prior to receiving a notice to proceed from STATE. Construction progress payments shall not be made without the actual construction start date. Final payment shall not be made without the actual construction completion date.

7. The work for each PROJECT shall be performed by RAILROAD forces on an actual cost basis, and as supported by the analysis of estimated costs set forth in Exhibit "A". The actual cost shall be payable in payments as follows:

- a. RAILROAD will order the materials for each PROJECT, and may invoice the STATE upon receipt, for materials and related costs, as set forth in Exhibit "A".
- b. RAILROAD may submit monthly invoices for work performed and materials installed unless invoiced under subparagraph a.
- c. Minimum payment, except for final invoice, is \$5,000.
- d. Upon completion of all work under each PROJECT, RAILROAD shall arrange for a joint close-out inspection of the completed PROJECT. Upon determination by STATE that the work has been completed in accordance

with Exhibits "A" and "B", RAILROAD will submit final and complete invoice to the STATE. STATE agrees to pay RAILROAD the difference between the final invoice and any previous payments for PROJECT. Any amount with which STATE disagrees shall be paid under protest, subject to resolution.

- e. All invoices will be paid by STATE ~~within sixty (60) days~~ of receipt.

All expenses incurred by RAILROAD for work which STATE is obligated to reimburse RAILROAD hereunder, including all work incidental to such work but not specifically mentioned herein, shall be subject to the provisions of the Federal-Aid Policy Guide Subchapter B Part 140 Subpart I.

8. Pursuant to A.R.S. Sections 35-214, 35-215 and 41-1279.04, the books of RAILROAD shall be open for inspection and audit by authorized representatives of STATE and the Federal Government for a period of not less than five (5) years from the date final payment has been received by RAILROAD. State agrees to pay RAILROAD any sums found to be owing as a result of an audit within sixty (60) days of receipt of the audit by the Utility and Railroad Engineering Section of STATE. RAILROAD agrees to reimburse STATE, within sixty (60) days of notification for any amount STATE disallows as a result of its audit. Any audit exceptions with which RAILROAD disagrees shall be paid to STATE under protest subject to resolution.

9. All invoices shall contain STATE's project number and agreement number. The invoice shall be sent to:

Agreement No. 1532-91-SPTC

ARIZONA DEPARTMENT OF TRANSPORTATION
Utility and Railroad Engineering Section
205 South 17th Ave. Mail Drop 618E
Phoenix, Arizona 85007-3212

10. Once installation of railroad warning devices and/or roadway crossing material has been completed, RAILROAD shall maintain, in kind, the railroad warning devices and the crossing material two feet outside of each rail as long as they remain in place. However, RAILROAD shall be entitled to receive any contribution toward the cost of such maintenance as may be now or hereafter made available by means of any law, ordinance, regulation, order, grant or by other means or sources.

11. Claims and disputes between STATE and RAILROAD involving sums less than \$100,000 and arising out of the terms of this Agreement relating to work performed, invoicing and similar matters, shall be subject to arbitration, at the request of either party, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining; provided, however, that claims or disputes arising out of personal injury, death, property damage, or environmental incidents shall not be subject to arbitration without the concurrence of both parties, except to the extent otherwise required by the rules of Arizona courts.

12. In compliance with the regulations of the United States Department of Transportation, RAILROAD hereby agrees to comply fully with all of the provisions of Appendix "A", attached hereto and by this reference made a part of this Agreement; provided, however, that Appendix "A" shall be applicable only in those cases where RAILROAD does not perform the work contemplated in this Agreement with its own forces.

Agreement No. 1532-91-SPTC

13. This Agreement is subject to the budgetary limitations set forth in Arizona Revised Statutes Subsection 28-1823 through 28-1826 inclusive and is further subject to the provisions of Chapter 1 of Title 35, Arizona Revised Statutes.

14. STATE and RAILROAD each agrees to be liable to the other party for its own acts of negligence and the negligence of its own employees.

15. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of RAILROAD and the assigns of STATE.

16. RAILROAD is required to comply with Executive Order 75-5, "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Agreement.

17. Pursuant to A.R.S. Subsection 38-511, STATE may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of STATE or any of its departments or agencies is, at any time while this Agreement or any extension of it is in effect, an employee of any other party to this Agreement with respect to the subject matter of this Agreement.

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APPENDIX A
(Revised)

II EQUAL OPPORTUNITY

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractor's commitments under this section II-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of this Section II-2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a. Compliance With Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time. (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.