

ILLINOIS COMMERCE COMMISSION
ADMINISTRATIVE LAW JUDGE'S HEARING REPORT

Hearing Date 5-24-05

Case No. TO5-0005 Type of Case RAILROAD - TRANS.

Petitioners ✓

Respondents ✓

Transcript Taken? YES Continued To JUNE 30, 2005 or Heard and Taken
SEE NOTICE

Pleadings and Motions

BNSF motion to take Administrative Notice of DOCUMENTS FROM TO2-0113: GRANTED.

ADMITTED OBT

Exhibits Filed

A RR EX #1 Est. for crossing installations (2)

~~RR EX #2 Install. flashers & gates~~

A RR EX #3 Est. misc track.

A PET EX #10 Cost Est.

Remarks

A RR EX #4 Signal Design

~~A RR EX #5 Rev. Est. #1~~

A RR EX #6 Revised Est #2

A PET EX #10 Getty Road Estimate

~~PET EX #11~~

Send Notice

ATTACHED

Administrative Law Judge DWJ

(Administrative Law Judge: No hearing is completed until you have filled out this form in full).

OFFICIAL FILE

ILL. C. C. DOCKET NO. T05-0005

BNSF Exhibit No. 4

Witness _____

Date 5-24-05 Reporter CB

The Burlington Northern & Santa Fe Railway Company

TO GALESBURG

TO MONTGOMERY

EASTWARD APPR. 5678'
79 MPH

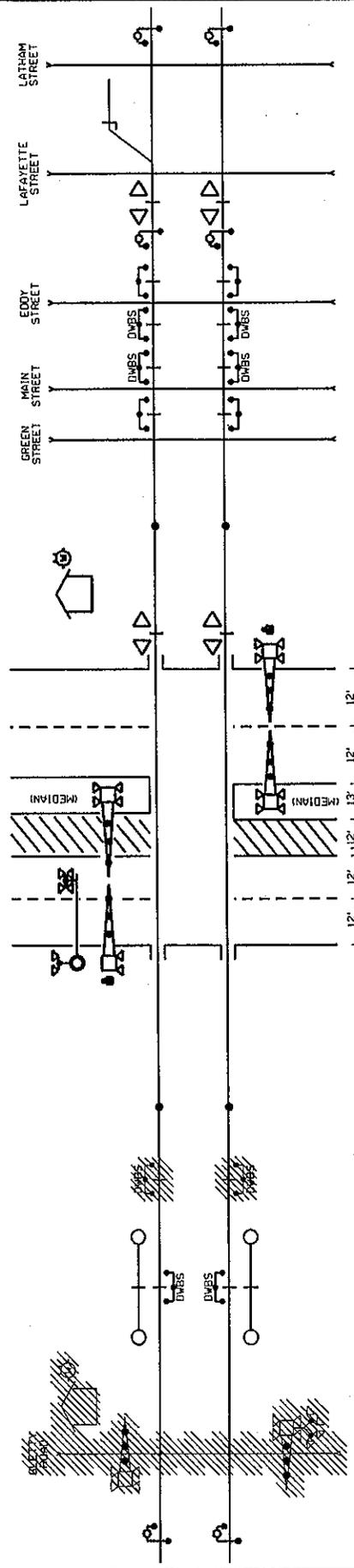
WESTWARD APPR. 5678'
79 MPH

120' MIN.

58' MIN.

73'

58' MIN.



INSTALL: GATES & FLASHERS
CONTROL DEVICES: CONSTANT WARNING

BOLD - IN

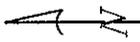
OUT

SALVAGE: NONE

	INSTRUMENT HOUSE
	BELL
	METER
	CROSSING CONTROL CONNECTIONS
	BIDIRECTIONAL CROSSING CONTROL
	UNIDIRECTIONAL CROSSING CONTROL
	COUPLER OR TERMINATION
	GUARD RAIL

Warning device placement:
Clearance to C.L. Track = Min. 12', Max. 20'
Edge of Road to C.L. Foundation:
Min. 4'3" with curb,
Min. 8'3" without curb,
Max. 12'
House Clearance:
25' Min. to Near Rail
30' Min. to Edge of Road
ALL LIGHTS TO BE LED

BNSF RAILWAY CO.
SANDWICH, IL
FAIRWINDS BLVD
L.S.: 0001
M.P. 56.70
DOT # (TO BE DETERMINED)
DIVISION CHICAGO
SUBDIVISION MENDOTA
KANSAS CITY
NO SCALE
DATE: 04/21/05
FILE: 0001056_70.dgn
JEB/JRH



FAIRWINDS BLVD
DOT # (TBD)

OFFICIAL FILE

ILL. C. C. DOCKET NO. 705-0005

BNSP Exhibit No. 5

Witness _____

Date 5-24-05 Reporter CB

OFFICIAL FILE

ILL. C. C. DOCKET NO. 705-0005

BNSF Exhibit No. 6

Witness _____

Date 5-24-05 For master CB

MP 56.08, EDDY ST.	1.00	LS N	500	
MP 56.14, MAIN ST.	1.00	LS N	500	
MP 56.27, GREEN ST.	1.00	LS N	1,984	
POLELINE REMOVAL MATERIAL	1.00	LS N	7,268	
RECORDER	1.00	EA N	2,220	
RTU-6 CELLULAR MONITOR	1.00	EA N	2,060	
SHUNT, NBS	6.00	EA N	1,794	
TRACK RELAY	4.00	EA N	2,000	
MATERIAL HANDLING			75	
ONLINE TRANSPORTATION			56	
USE TAX			13,268	
OFFLINE TRANSPORTATION			2,496	

TOTAL MATERIAL COST			218,358	218,358

OTHER				

AC POWER SERVICE	1.00	EA	5,000	
CONTRACT ENGR.	1.00	EA N	9,000	
FILL DIRT	25.00	CY N	625	
MACHINE RENTAL - DIRECTIONAL BORING	1.00	LS N	15,000	
SURFACE ROCK	25.00	CY N	625	

TOTAL OTHER ITEMS COST			30,250	30,250

PROJECT SUBTOTAL				407,280
CONTINGENCIES				40,728
BILL PREPARATION FEE				2,241

GROSS PROJECT COST				450,249
LESS COST PAID BY ENSF				0

TOTAL BILLABLE COST				450,249
				=====

OFFICIAL FILE

ILL. C. C. DOCKET NO. 705-0005

City Exhibit No. 11

Witness _____

Date 5-24-05 Reporter CB

OTHER

AC POWER SERVICE	1.00	EA	5,000
CONTRACT ENGR.	1.00	EA N	10,000
FILL DIRT	25.00	CY N	625
MACHINE RENTAL	1.00	EA N	6,656
SURFACE ROCK	20.00	CY N	500

TOTAL OTHER ITEMS COST 22,781 22,781

PROJECT SUBTOTAL 301,637

CONTINGENCIES 30,163

BILL PREPARATION FEE 1,659

GROSS PROJECT COST 333,459

LESS COST PAID BY BNSF 0

TOTAL BILLABLE COST 333,459

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

State of Illinois, Department of Transportation,
Petitioner,

v.

The Burlington Northern and Santa Fe Railway Company
and the City of Sandwich,
Respondents.

Petition (1) to install a pre-signal on the south bound approach of The Burlington Northern and Santa Fe Railway Company's main line tracks, (2) to interconnect the newly installed traffic signals at the intersection of Gletty Road and U.S. 34 with the railroad warning devices at the Gletty Road at-grade crossing; and (3) to establish the amount of minimum preemption time provided by The Burlington Northern and Santa Fe Railway Company to the Department for the traffic signal preemption sequence at said at-grade crossing located in the City of Sandwich, Dekalb County.

ORDER

By the Commission:

On November 25, 2002, the Illinois Department of Transportation ("Department") filed the above-described Petition with the Illinois Commerce Commission ("Commission").

On February 6, 2003, pursuant to proper legal notice, a hearing was held before a duly authorized Administrative Law Judge at the Commission's office in Springfield, Illinois. Appearances were entered by the Department and a member of the Commission's Railroad Section ("Staff"). No appearances were entered at the hearing by the Respondents The Burlington Northern and Santa Fe Railway Company ("Company") or the City of Sandwich ("City").

At the February 6, 2003 hearing, Staff submitted a recommended draft order and letters from counsel for the Company, Department and City, acknowledging their review and acceptance of the contents of the draft order, as evidence on behalf of the Department, Company, City and Staff. The draft order addresses all issues in the Department's petition including a division of cost among the parties and a completion date for the proposed improvements. Staff also submitted as evidence an agreement between the Department and Company that includes, among other things, an estimate of cost prepared by the Company to perform the proposed warning system

RAILROAD
MOTION TO TAKE
ADMINISTRATIVE NOTICE
REVIEW OF
THESE DOCUMENTS
GRANTED

5-24-05

Chief Judge

T02-0113



improvements. Staff and the Department both indicated they found the estimate of cost to be satisfactory. The draft order and the aforesaid agreement were admitted as evidence and the record was marked "Heard and Taken".

The Commission, having given due consideration to the entire record in this matter, finds that:

- (1) the Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (2) the recitals of fact as set forth in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
- (3) Federal Railroad Administration Rule 49 CFR Part 234.225 and the Commission's 92 IL Adm. Code 1535.350 both require that a minimum of 20 seconds warning time be provided at grade crossings equipped with automatic warning devices;
- (4) within the City a public highway known as Gletty Road crosses at-grade the Company's main line tracks (DOT 079 604B); said highway is under the jurisdiction of the City; approximately 70 feet south of said crossing, Gletty Road intersects with U.S. 34; the Department proposes to install highway traffic control signals at said intersection and install a pre-signal on the Gletty Road south bound approach to the Company's tracks;
- (5) the automatic flashing light signals and gates at the Gletty Road grade crossing should be interconnected with the adjacent highway traffic control signals at the intersection of Gletty Road and U.S. 34; the Department will have jurisdiction over the traffic control signals;
- (6) the grade crossing warning system improvements requested in the Department's petition are in the interest of public safety and should be approved; the minimum simultaneous preemption time provided by the Company to the Department for the traffic signal preemption sequence should be 25 seconds; the aforesaid agreement between the Department and the Company appears fair and reasonable and should be approved insofar as the matters and things contained therein are within the control and jurisdiction of the Commission; the agreement includes the following work to be performed by the Company and the Department; the completion date for the improvements is fair and reasonable and should be approved;

<u>Improvement</u>	<u>Est. Cost</u>	<u>Department</u>	<u>Company</u>	<u>Completion From Order Date</u>
Install interconnect circuit and provide a minimum 25 seconds simultaneous preemption time; install new gates and flashing light signals with constant warning time circuitry at the Gletty Road (DOT 079 604B) grade crossing in Sandwich, IL;	\$333,459	100%		12 months
Install pre-signals north of the tracks for southbound motorists and interconnect the highway traffic control signals with railroad crossing warning devices.	No Estimate	100%		12 months

- (7) 625 ILCS 5/18c-1701 and 1704 require each "person", as defined by Section 18c-1104, to comply with every regulation or order of the Commission. These sections further provide that any person who fails to comply with a Commission regulation or order shall forfeit to the state not more than \$1,000 for each such failure, with each day's continuance of the violation being considered a separate offense. While the Commission expects all parties to comply with this Order in all matters addressed herein and in a timely manner, the Commission advises that any failure to comply may result in the assessment of such sanctions.

IT IS THEREFORE ORDERED by the Commission that the agreement admitted into evidence, which was executed by the Company on July 18, 2002 and by the Department on October 1, 2002, be and it is hereby approved insofar as the matters and things contained therein are within the control and jurisdiction of the Commission.

IT IS FURTHER ORDERED that the Company shall perform the grade crossing warning system improvements as set forth in Finding (6) herein and shall thereafter maintain same.

IT IS FURTHER ORDERED that the Department shall perform the highway traffic control system improvement as set forth in Finding (6) herein and shall thereafter maintain same.

IT IS FURTHER ORDERED that the cost of the improvements herein required shall be allocated as set forth in Finding (6) herein.

IT IS FURTHER ORDERED that the Company and the Department shall perform their work herein required within twelve (12) months from the date of this Order.

IT IS FURTHER ORDERED that after the warning system work herein required has been completed, the Company shall not take any action which would result in a reduction of the minimum simultaneous preemption time without approval of the Commission.

IT IS FURTHER ORDERED that the Company shall post a readily visible notice inside its warning system cabinet at the aforesaid at-grade crossing notifying its personnel not to take any action which would result in a reduction of the minimum railroad preemption time herein required without the approval of the Commission. An actual size copy of the notice shall be submitted to the Commission's Rail Safety Program Administrator for approval.

IT IS FURTHER ORDERED that the proposed railroad preemption sequence, provided in the Department's petition, shall be utilized by the highway traffic control devices to be installed at the intersection of Gletty Road and U.S. 34 in the City and shall not be altered in a manner which would reduce the amount of time vehicles encroaching the track zone would have to clear the tracks without the approval of the Commission.

IT IS FURTHER ORDERED that the Department shall post a readily visible notice inside its traffic signal cabinet notifying its personnel not to alter the railroad preemption sequence for the traffic signals at the new interconnected at-grade crossing in a manner which would reduce the amount of time vehicles encroaching the track zone would have to clear the tracks without the approval of the Commission. An actual size copy of the notice shall be submitted to the Commission's Rail Safety Program Administrator for approval.

IT IS FURTHER ORDERED that the Company shall within one hundred twenty (120) days from the date of this Order furnish the Department for its review two (2) copies of the general layout plans applying to the warning system work herein required.

IT IS FURTHER ORDERED that the Department shall, within thirty (30) days of its receipt of the aforesaid general layout plans, furnish to the Commission a statement of its approval or disapproval thereof, this for the information of the Commission when considering the application herein required to be filed in accordance with Form 3 of 92 Ill. Adm. Code 1535.

IT IS FURTHER ORDERED that the Company shall file a Form 3 application with the Commission, in accordance with 92 Ill. Adm. Code 1535, showing details of the warning system work herein required and shall receive approval thereof by X-Resolution of this Commission before commencing the work of installation.

IT IS FURTHER ORDERED that the Company and the Department shall each file a written report within six (6) months from the date of this Order with the Director of Processing and Information, of the Commission's Transportation Division, stating the progress made toward completion of the work herein required. Said reports shall include the Commission Order Number, the Order Date, the project completion date as

noted in this Order, crossing information (Inventory Number and Railroad Milepost), type of improvement, and project manager information (the name, title, mailing address, phone number and facsimile number of the employee responsible for management of this project.)

IT IS FURTHER ORDERED that the Company and the Department shall each file a written report within six (6) months from the date of this Order with the Director of Processing and Information, Transportation Division of the Commission, stating the status of expenditures of the total project and percentage of completion of the project. If the project is behind schedule the report shall also include a brief explanation of the reason (s) for the delay.

IT IS FURTHER ORDERED that the Company shall file U.S. DOT Crossing Inventory Form (6180.71) as notice of completion with the Director of Processing and Information, Transportation Division of the Commission within five (5) days of completion of its work herein required.

IT IS FURTHER ORDERED that the Department shall file a written notice of completion with the Director of Processing and Information, Transportation Division of the Commission within five (5) days of completion of its work herein required.

IT IS FURTHER ORDERED that any person making a Request For Extension Of Time up to 30 days to complete a project ordered by the Commission must file a request with the Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person requesting an extension of time that exceeds 30 days must file a Petition For Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions For Supplemental Orders.

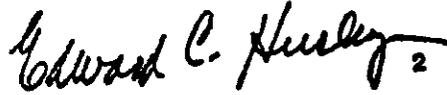
IT IS FURTHER ORDERED that Requests For Extension Of Time and Petitions For Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request For Extension Of Time or a Petition For Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Commission or its Administrative Law Judge reserves the right to deny Petitions For Supplemental Orders and Requests For Extension Of Time, if the reason(s) supporting the request is insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that subject to Section 18c-2201 and 18c-2206 of the Law, this is a final decision of the Commission subject to Administrative Review Law.

By Order of the Commission this 12th day of March, 2003.

JUDGE	
SECTION CHIEF	
ORDERS SUPERVISOR	



Chairman

BNSF



CHERYL L. TOWNLIAN
Manager Public Projects

Burlington Northern Santa Fe

3253 E. Chestnut Expressway
Springfield, MO 65802
Phone (417) 829-4954
Fax (417) 829-4998

July 30, 2002

Ms. Cheryl Cathey, P. E.
Chief of Preliminary Engineering
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, IL 62764

Dear Ms. Cathey:

Your file subject: PRELIMINARY ENGINEERING Interconnect Agreement for FA Route 591, Section 16R-TS, City Section 01-00038-00-TL, Job No. 6-92-131-01, DeKalb County; letter of March 14, 2002 attaching duplicate counterparts of agreement covering interconnection BNSF signals and State's proposed highway traffic signals at U.S. 34 and Gletty Road, DOT/AAR No. 079 604B at Sandwich.

The duplicate originals of the subject agreement have been executed on behalf of BNSF and are being returned herewith for your approval and handling as to execution by the state.

As requested in your letter, a copy of our detailed estimate is attached to each copy of the agreement; however, if there are any questions or additional information required on your behalf, please do not hesitate to contact me.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Cheryl Townlian".

Cheryl Townlian

/wlc

Enclosures

File Copy

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY, hereinafter referred to as the "COMPANY",

WITNESSETH:

THAT, WHEREAS, FA Route 591 (U.S. 34) intersects with Gletty Road, as located and constructed in the city of Sandwich in DeKalb County, Illinois, there crosses at grade the main tracks of the COMPANY, and the crossing thus formed (DOT/AAR No. 079 604B) is constructed of concrete material and protected by automatic flashing light signals and gates; and

WHEREAS, in the interest of public safety, the STATE is installing traffic control signals at the intersection of U.S. 34 and Gletty Road in DeKalb County, Illinois adjacent to the track of the COMPANY, and the parties hereto desire to coordinate these signals with the existing installation of warning devices at the grade crossing of the COMPANY'S tracks; and,

WHEREAS, in the interest of public safety and convenience, the parties hereto propose to provide simultaneous preemption of the traffic control signals when the railroad warning devices are activated, all substantially as shown on the general plan sheet(s) marked Exhibit 1 (ten sheets), attached hereto and made a part hereof; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

SECTION 1. The "Standard Provisions for State-Railroad Grade Crossing Agreements"; and, the "State Required Ethical Standards Governing Contract Procurement" as Attachment A, attached hereto are hereby made a part of this Agreement.

SECTION 2. The COMPANY shall prepare the detailed circuit drawings (including the surveys and other engineering services), estimates of cost, and any required specifications for the interconnection of the warning devices and their operating circuits, and these drawings, estimates and specifications shall be transmitted to the STATE for approval. No approved drawing or specification shall be changed by the COMPANY without written consent by the STATE'S authorized representative.

SECTION 3. The parties hereto shall construct or cause to be constructed, the following items of work:

- (I). WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, at the expense of the STATE, all of the labor, materials and work equipment required to perform and complete:
 - (a). The connection of the interconnection cable to the COMPANY'S instrument case.
 - (b). The providing of all pertinent documents and circuit plans appropriate for the preemption to the STATE.
 - (c). The modification of the railroad warning device control circuitry as required to provide 25 seconds of simultaneous minimum preemption time requested by the STATE.
 - (d). Incidental work necessary to complete the items hereinabove specified.

The estimated cost of the work to be performed by the COMPANY at the expense of the STATE as outlined above is \$ 333,459, as contemplated by the detailed estimate of cost attached hereto. All work will be billed to the STATE's contractor.

- (II). WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all of the labor, materials and work equipment required to perform and complete:

(). The installation of traffic control signals at the intersection of U.S. 34 and Gletty Road including the interconnection cable between the traffic signal controller and the railroad warning device instrument case.

(). Incidental work necessary to complete the item hereinabove specified.

SECTION 4. The COMPANY and the STATE shall coordinate all work activities to insure completion of the interconnection as indicated on the plans.

SECTION 5. The COMPANY will petition the Illinois Commerce Commission in accordance with 92 Illinois Administrative Code 1535 to take jurisdiction in this matter and to enter such orders as may be necessary.

SECTION 6. Upon the completion of the work herein contemplated, the COMPANY shall operate and maintain, at its expense, the warning devices and the grade crossing proper, and the STATE shall maintain, or cause to be maintained, the highway up to the ends of the track ties.

SECTION 7. After the interconnection in the warning device instrument case has been installed, the connection shall be operated and maintained by the COMPANY at its expense. The STATE shall operate and maintain, at its expense, the highway traffic control signal installation, including the interconnection cable between the traffic signal controller and the railroad warning device instrument case.

Each party shall notify the other party and the Illinois Commerce Commission, in writing of any contemplated changes to its signal system which may affect the preemption. No such changes shall be implemented by the requesting party prior to receiving written approval from the Illinois Commerce Commission.

SECTION 8. Pursuant to the International Anti-Boycott Certification Act, Illinois Public Act 88-671, the COMPANY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the

provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 9. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is _____ and the COMPANY is doing business as a corporation.

SECTION 10. Obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for this Agreement.

SECTION 11. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

Executed by the COMPANY, this 18th
day of July, 2002.

The Burlington Northern Santa Fe
Railway Company

Attest: Walter
Chief Counsel
Burlington Northern Santa Fe Law Department

APPROVED AS TO FORM 4/12/02

By: [Signature]
AVP-Engineering Services

Executed by the STATE, this _____
day of _____, 2002.

STATE OF ILLINOIS, acting by and through
its Department of Transportation,

By: _____
Director of Highways

STANDARD PROVISIONS FOR STATE-RAILROAD GRADE CROSSING AGREEMENTS

1. All of the COMPANY'S work shall be performed in accordance with the terms, stipulations, and conditions as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, and any supplements thereto.
2. The COMPANY, for the performance of its work, may bill the STATE monthly (in sets of 4) for the STATE'S share of the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The STATE, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY for 100 percent of the amount billed, but not to exceed the amount agreed upon.

The COMPANY, upon the completion of its work, shall send the STATE a detailed final statement (in sets of 4) of its actual expense as incurred, including allowable additives. After the STATE'S representatives have checked the final statement and have agreed that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall reimburse the COMPANY in an amount, less previous payments, if any, equal to 100 percent of the amount agreed upon or the amount billed, whichever is less. If the COMPANY'S actual costs exceed the agreement amount, documentation and a written explanation must be provided before additional reimbursement can occur.

The COMPANY shall maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the STATE; and the COMPANY agrees to cooperate fully with any audit conducted by the STATE and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or STATE representatives have audited the expenses as incurred by the COMPANY, and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for the retained percentage and the suspended items of expense less the deductions of any item (or items) of expense found by federal or STATE representatives as not being eligible for reimbursement.

3. The project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedure in general. The STATE will reimburse the COMPANY as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

4. In compliance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart B, and supplements, which determines the railroad benefit and liability, the proposed grade crossing improvement meets Classification (1) of Section 646.210(b), a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required.
5. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the STATE at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks advance notice to the STATE'S District Engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the STATE shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the COMPANY after two weeks advance notice is given the STATE'S District Engineer. The COMPANY, at the expense of the STATE, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagging personnel, as required to maintain highway traffic throughout the time the railroad work is being performed.

6. The COMPANY may bill the STATE (in sets of 4) for the STATE'S share of the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated in this Agreement. In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hours notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any single pay item less than \$500.

In the event the COMPANY fails to install the stored material during a one-year period subsequent to payment to the COMPANY, the STATE may enter the property of the COMPANY and take possession of said material for the STATE'S own use. The taking possession of the material by the STATE shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement.

7. Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all highway approach work and materials meet the requirements as set forth in the STATE'S Standard Specifications for Road and Bridge Construction and supplements thereto. The COMPANY shall, therefore, give the STATE a 48-hour notice in advance of commencement of the work set forth in this Agreement.

This notice may be given by writing the STATE'S District Engineer, Mr. Roger E. Rocke, 819 Depot Avenue, Dixon, Illinois 61021-3546, or by

telephoning Mr. Dick Mills at (815) 284-5481. You may also fax Mr. Mills at (815) 284-5903. The cost of any construction work performed by the COMPANY at the job site prior to the expiration of the 48-hour notice shall be borne by the COMPANY. The 48-hour notice shall begin upon receipt of the 48-hour notice by the State's District Engineer.

8. It is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 Code of Federal Regulations (CFR) Part 23, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this agreement.

The COMPANY agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard, the COMPANY shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this agreement. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractors, including procurement of materials and leases of equipment.

The COMPANY shall include this provision in every subagreement, including procurement of materials and leases of equipment.

Failure to carry out the requirement set forth above shall constitute a breach of agreement and may result in termination of the agreement or such remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

9. Pursuant to the International Anti-Boycott Certification Act, Illinois Public Act 88-671, the COMPANY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an International boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
10. At the time this Agreement was executed, there were funds available for the PROJECT; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the PROJECT.

ATTACHMENT A

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT

The certifications hereinafter made by the COMPANY are each a material representation of fact. The STATE may terminate the agreement if it is later determined that the COMPANY rendered a false or erroneous certification.

Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the COMPANY that it is not barred from being awarded a contract or subcontract under this Section. A COMPANY who makes a false statement, material to the certification, commits a Class 3 felony. The COMPANY certifies that it is not barred from being awarded a contract under Section 50-5.

Educational Loan. The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

Bid Rigging/Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the COMPANY that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A COMPANY that makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The COMPANY certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the COMPANY agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The COMPANY makes the certification set forth in Section 5 of the Act.

Leemon, Mark S

From: Hetherington, James R
Sent: Thursday, April 21, 2005 10:27 AM
To: Adams, Walter F; Thompson, Tommy L; Jarman, Jeffrey J; Lee mon, Mark S
Cc: Hetherington, James R; Hovey, Steve L
Subject: Revised Signal Cost Estimate for Fairwinds Blvd in Sandwich, IL.

Attached is the revised Signal Cost estimate for installing New Constant Warning, One Cantilever and Four (4) flashers w/gates at Fairwinds Blvd in Sandwich, IL. Mp 56.70, L/S 1001, Chicago Div., Mendota Subdiv., DOT # (to be determined):

Note: This revision reflects changes to Cost estimate due to changes of proposed equipment at location (removal of one Cantilever on NB traffic lanes and addition of flasher w/gate on median side of NB traffic lane) and correction of sketch for roadway layout for project.

Estimate #1: ALL New Crossing (ALL NEW Equipment); New Constant Warning, One Cantilever and Four (4) Flashers w/gates.



#1 Sandwich, IL mp
56.70 Fairw...

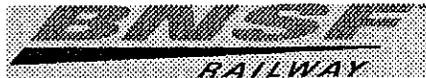
Estimate # 2: Reusing Flashers w/gates (2) from Gletty Rd (crossing is closing) and New Constant Warning, One Cantilever and Two additional Flashers w/gates.



#2 Sandwich, IL mp
56.70 Fairw...

Sincerely,

James Hetherington



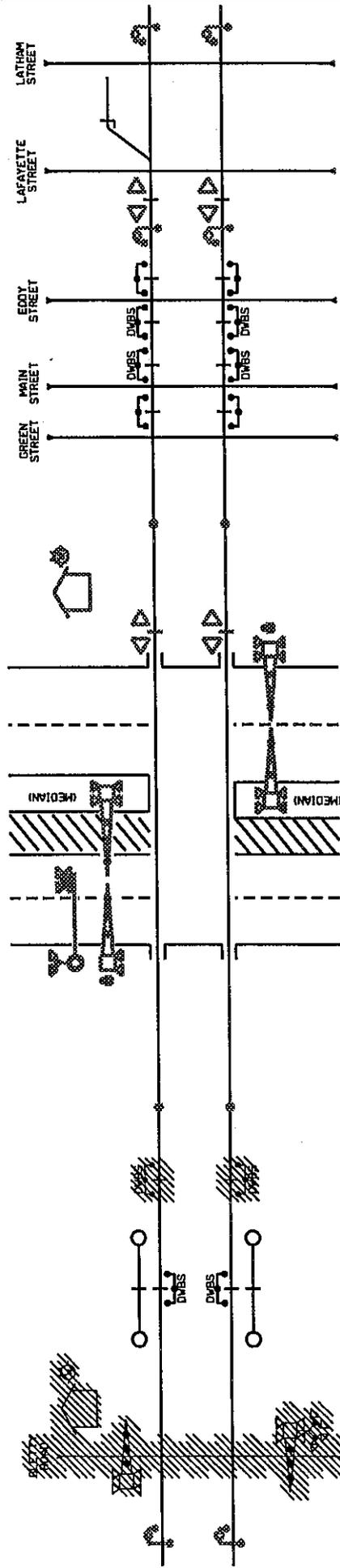
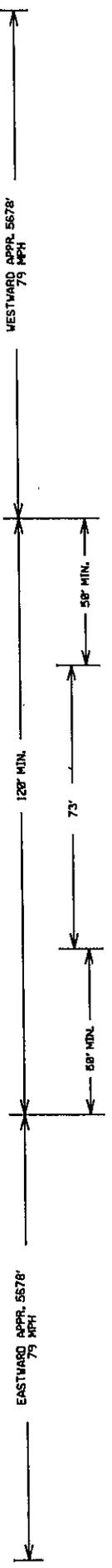
Planner/Estimator
Signal Engineering Dept.
BNSF Railway Co.
4515 Kansas Ave.
Kansas City, Ks.

Office: 551-4152
Fax: 551-4647
Email: james.hetherington@bnsf.com

The Burlington Northern & Santa Fe Railway Company

TO GALESBURG

TO MONTGOMERY



INSTALL: GATES & FLASHERS
 CONTROL DEVICES: CONSTANT WARNING

BOLD - IN

--- - OUT

SALVAGE: NONE

- INSTRUMENT HOUSE
- BELL
- METER
- CROSSING CONTROL CONNECTIONS
- BIDIRECTIONAL CROSSING CONTROL
- UNIDIRECTIONAL CROSSING CONTROL
- COUPLER OR TERMINATION
- GUARD RAIL

BNSF RAILWAY CO.
 SANDWICH, IL
 FAIRWINDS BLVD
 LS: 0001
 M.P. 56.70
 DOT * (TO BE DETERMINED)
 DIVISION CHICAGO
 SUBDIVISION MENDOTA
 KANSAS CITY
 NO SCALE
 DATE: 04/21/05
 FILE: 0001056_70.dgn
 JEB/JRH

Warning device placement:
 Clearance to C.L. Track = Min. 12', Max. 20'
 Edge of Road to C.L. Foundation:
 Min. 4'3" with curb,
 Min. 8'3" without curb,
 Max. 12'
 House Clearance:
 25' Min. to Near Rail
 30' Min. to Edge of Road
 ALL LIGHTS TO BE LED

FAIRWINDS BLVD
 DOT * (TBD)



MP 56.08, EDDY ST.	1.00	LS N	500	
MP 56.14, MAIN ST.	1.00	LS N	500	
MP 56.27, GREEN ST.	1.00	LS N	1,984	
POLELINE REMOVAL MATERIAL	1.00	LS N	7,268	
RECORDER	1.00	EA N	2,220	
RTU-6 CELLULAR MONITOR	1.00	EA N	2,060	
SHUNT, NBS	6.00	EA N	1,794	
TRACK RELAY	4.00	EA N	2,000	
MATERIAL HANDLING			75	
ONLINE TRANSPORTATION			56	
USE TAX			13,923	
OFFLINE TRANSPORTATION			2,622	
			-----	-----
			229,123	229,123

OTHER				

AC POWER SERVICE	1.00	EA	5,000	
CONTRACT ENGR.	1.00	EA N	9,000	
FILL DIRT	25.00	CY N	625	
MACHINE RENTAL - DIRECTIONAL BORING	1.00	LS N	15,000	
SURFACE ROCK	25.00	CY N	625	
			-----	-----
			30,250	30,250
TOTAL OTHER ITEMS COST				
			-----	-----
			PROJECT SUBTOTAL	418,045
			CONTINGENCIES	41,804
			BILL PREPARATION FEE	2,300
			-----	-----
			GROSS PROJECT COST	462,149
			LESS COST PAID BY BNSF	0
			-----	-----
			TOTAL BILLABLE COST	462,149
			=====	

MP 56.08, EDDY ST.	1.00	LS N	500	
MP 56.14, MAIN ST.	1.00	LS N	500	
MP 56.27, GREEN ST.	1.00	LS N	1,984	
POLELINE REMOVAL MATERIAL	1.00	LS N	7,268	
RECORDER	1.00	EA N	2,220	
RTU-6 CELLULAR MONITOR	1.00	EA N	2,060	
SHUNT, NBS	6.00	EA N	1,794	
TRACK RELAY	4.00	EA N	2,000	
MATERIAL HANDLING			75	
ONLINE TRANSPORTATION			56	
USE TAX			13,268	
OFFLINE TRANSPORTATION			2,496	

TOTAL MATERIAL COST			218,358	218,358

OTHER				

AC POWER SERVICE	1.00	EA	5,000	
CONTRACT ENGR.	1.00	EA N	9,000	
FILL DIRT	25.00	CY N	625	
MACHINE RENTAL - DIRECTIONAL BORING	1.00	LS N	15,000	
SURFACE ROCK	25.00	CY N	625	

TOTAL OTHER ITEMS COST			30,250	30,250

PROJECT SUBTOTAL				407,280
CONTINGENCIES				40,728
BILL PREPARATION FEE				2,241

GROSS PROJECT COST				450,249
LESS COST PAID BY BNSF				0

TOTAL BILLABLE COST				450,249
				=====