

**Improvements to Existing Public Road At Grade Crossing
For Division Street, DOT 174052X
M.P. 5.04 Milwaukee Subdivision
Chicago, Ill**

THIS AGREEMENT, executed in duplicate this 29 day of March, 2006, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter the "Railroad"), and CITY OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter the "Political Body"), WITNESSETH:

RECITALS:

The Political Body has requested the Railroad to improve the existing Division Street crossing, at grade, along, over and across the Railroad's track and right of way at Mile Post 5.04, Milwaukee Subdivision, DOT No. 174052X, in the City of Chicago, Cook County, Illinois to which the Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Railroad shall furnish all labor, material, equipment and supervision for, and shall (a) remove the existing timber crossing, (b) install two 24 ft. precast concrete crossings (Main Lines 1 and 2), (c) install an 12 ft temporary timber crossing east of the existing crossing, (d) field weld rail, (e) relay track at crossing with 136-lb rail, (f) renew the crossties, and (g) surface the track with new ballast, all at the intersection of the Railroad's two main lines with Division Street at Mile Post 5.04 in Chicago, Cook County, Illinois, as shown generally on print dated February 10, 2006, marked Exhibits A and B, hereto attached and hereby made a part hereof.

2. The Political Body agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's actual labor and material costs associated with the work and materials described in Section 1 above. The Railroad estimates such cost to be Eighty Seven Thousand Seven Hundred and Nineteen Dollars (\$87,719.00), as set forth in Estimate of Material and Force Account dated October 19, 2005 marked Exhibit C, hereto attached and hereby made a part hereof. During the performance of such work the Railroad will provide progressive billing to Political Body based on Railroad's actual costs. Actual costs to the Railroad shall include customary additives to materials, services and labor provided by the Railroad. Within 120 Days after Railroad has completed its work, the Railroad will submit a final billing to Political Body for any balance owed. Political Body shall pay the Railroad within thirty (30) days of its receipt of all bills submitted by the Railroad.

3. The Railroad, at its cost, shall maintain the crossing between the track tie ends. If, in the future, the Political Body elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing.

4. The Political Body, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs,

and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.

5. If Political Body's contractor(s) is/are performing any work described in Section 4 above, then the Political Body shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

6. 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. Political Body or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body or its contractor(s). If it is, Political Body or its contractor(s) 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.

7. The Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

8. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

9. The Political Body shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the Political Body, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Political Body with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Political Body. Reimbursement to Railroad shall not require any application to or approval from the City of Chicago or any other city agency.

10. The Railroad estimate referred to in paragraph 2 above does not include (a) the cost for labor and materials for the temporary detour crossing (the "Temporary Detour Crossing") required to permit twenty-four (24) hour access across the Railroad's tracks at Division Street; (b) the cost for providing a flagman on a twenty-four (24) hour basis (the "Twenty-Four Hour Flagman") while the Temporary Detour Crossing is in use by the public, and (c) the overtime labor costs (the "Overtime") that will be incurred by the Railroad during non-standard hours. Political Body agrees that the costs incurred by Railroad for the Temporary Detour Crossing, the Twenty-Four Hour Flagman and the Overtime will be reimbursed by Political Body to Railroad in accordance with paragraph 2 above.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY

By: *W. J. Van Tass*
Title: AVP ENGINEERING

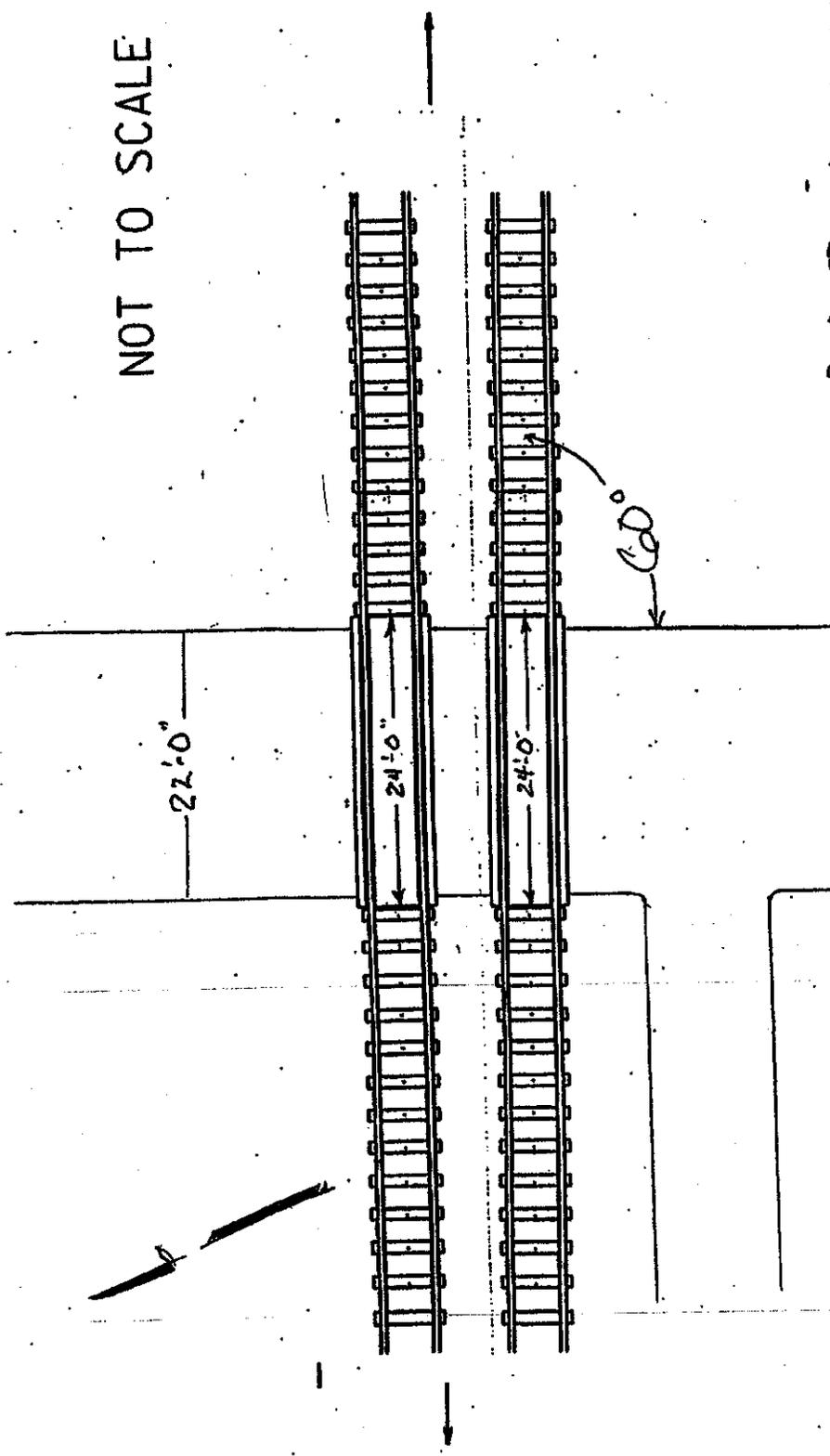
CITY OF CHICAGO
By: *[Signature]*
Title: Executive Director

Pursuant to Ordinance approved by City Council
September 1, 2004 (CJ pp. 29894 - 29900)

ON

G:\Law\Contract\C18330\011

NOT TO SCALE



Proposed 2-10-2006

 UNION PACIFIC RAILROAD	<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE	DIVISION	PROJECT NO.
	ILLINOIS CHICAGO	504 MILWAUKEE 174 DS2 X	

EXHIBIT "A"

DATE: 2005-10-19

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

DESCRIPTION OF WORK:
2005 RECOLLECTIBLE PROJECT
M.P. 5.04 MILWAUKEE SUBDIVISION DOT #174052X
DIVISION STREET, BENSENVILLE, ILL.
INSTALL 24 T.F. OF CONCRETE CROSSING ON TRACK #1
INSTALL 24 T.F. OF CONCRETE CROSSING ON TRACK #2
COST: 100% STATE OF ILLINOIS (STANDARD)

PID: 52315 AWO: 53580 MP, SUBDIV: 5.04, MILWAUKEE
SERVICE UNIT: 02 CITY: PLEASANT PRAIRI STATE: WI

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1750		1750		1750
LABOR ADDITIVE 232%			4060		4060		4060
TOTAL ENGINEERING			5810		5810		5810
SIGNAL WORK							
LABOR ADDITIVE 232%			2243		2243		2243
MATL STORE EXPENSE				8	8		8
SALES TAX				11	11		11
SIGNAL			967	284	1251		1251
TOTAL SIGNAL			3210	303	3513		3513
TRACK & SURFACE WORK							
BALAST	2.00	CL	1288	1193	2481		2481
BILL PREP				900	900		900
CONT - TRAFFIC CONTROL				7500	7500		7500
EQUIPMENT RENTAL W/OPER				5000	5000		5000
FIELD WELD			96		96		96
FENCE-R/W, STD			643		643		643
FOREIGN LINE FREIGHT				461	461		461
HOME LINE FREIGHT				900	900		900
LABOR ADDITIVE 232%			17982		17982		17982
MATL STORE EXPENSE				398	398		398
OTM			268	822	1090		1090
RAIL	320.00	LF	363	5507	5870		5870
RDXING	48.00	TF	1588	7311	8899		8899
SALES TAX				909	909		909
SIGNS				330	330		330
TRK-SURF, LIN			3925		3925		3925
WELD			3130	795	3925		3925
XTIE	100.00	EA	2284	6829	9113		9113
10% CONTINGENCY				7974	7974		7974
TOTAL TRACK & SURFACE			31567	46829	78396		78396
LABOR/MATERIAL EXPENSE 40587 47132							
RECOLLECTIBLE/UPRR EXPENSE					87719	0	
ESTIMATED PROJECT COST							87719
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

EXHIBIT 'C'

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.

Stipulated Agreement 1267

Exhibit C

Page 6 of 7

FORM 30-1
 WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PAGE 04 MORE

RAILROAD: UPRR CO.
 LOCATION: BENSENVILLE, IL, DIVISION ST, MILWAUKEE
 DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 52315
 A.W.O. NO: 53580
 W.O. NO:
 B.I. NO: 05EN10
 STATE: WI
 VAL SEC: 1119

----- STOCK MATERIAL PLAN -----

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATL \$
13054000	TIMBER SPIKE, TORXHEAD 3/4" X 12"	1.09	108	EA	118
39311940	SIGN, CROSSBUCK DOUBLE FACE	87.17	2	EA	174
39311950	REFLECTOR, 4 X 60 INCH SILVER SHE	21.50	4	EA	86
39313550	SIGN, "EMERGENCY PHONE NUMBER	4.12	2	EA	8
39373200	SIGN MOUNTING KIT, SIGN TYPE B2	2.76	2	EA	6
41276600	ADHESIVE, WELD TAGS, RTV SILICON	3.86	4	EA	15
50279990	XTIE 7"x9"x10' PREPLT FOR 6" RAIL	77.18	50	EA	3859
50297970	XTIE 7x9x9 HWD PRE-PLT NEW UP-16	59.41	50	EA	2971
50361010	ECL2055 GALV RH E-CLIP PA	2.35	200	EA	470
50516300	LUMBER, 4 X 6 X 16 FEET	28.06	2	EA	56
52005690	BOND WIRE, 7 STRANDS	0.49	200	LF	98
53954500	180429-000 BOOTLEG KIT	46.57	4	EA	186
54002000	ASPHALT, CROSSING FILL	30.00	36	TN	1080
54013010	XING, CONC.133-141#RL(10W) .8'PANE	1018.98	6	ST	6114
55016500	RAIL ANCHOR 6" INCH BASE UNIT	1.33	200	EA	266
55067070	TRK SPIKE 5/8 X 6 IN 200# KEGS	65.76	1	KE	87
55113900	RAIL 136# HC BLANK NEW.	17.21	320	LF	5507
55255300	FIELD WELD KIT, 136# ONE SHOT	59.94	12	EA	719
55264570	PACKING SAND, PRE-MIXED (PER SACK	22.43	2	CA	54
55264930	REFRACTORY PASTE	1.83	4	EA	7
56207660	BALLAST, CLASS 1 "D"	6.28	190	TN	1193
TOTAL					23,074
MATL STORE EXP					409
SALES TAX					923

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, The improvements proposed under the O'Hare Modernization Program (the "O.M.P.") will include, among other things, the addition of a new runway, the relocation of three (3) runways and the extension of two (2) runways, the creation of a new western terminal and parking facilities, and the connection of the western terminal facility to the existing terminal core by an automated people mover system; and

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WHEREAS, The O.M.P. improvements will provide numerous benefits, including the reduction of weather related delays at the Airport by an estimated ninety-five percent (95%) and overall delays by an estimated seventy-nine percent (79%) (which will have the effect of providing savings to consumers of an estimated Three Hundred Eighty Million Dollars (\$380,000,000) per year) and the projected creation of one hundred ninety-five thousand (195,000) jobs and an additional Eighteen Billion Dollars (\$18,000,000,000) a year in economic activity; and

WHEREAS, No local or State of Illinois taxpayer dollars will be used to fund the O.M.P.; and

WHEREAS, The implementation of the O.M.P. will require the City to coordinate with and obtain the cooperation of various local, state and federal governmental entities and agencies, utility companies, railroads and air carriers (collectively, "O.M.P. Ancillary Agreement Parties") including, without limitation, the entities listed on Exhibit A to this ordinance, which Exhibit A is hereby incorporated in this ordinance by this reference; and

WHEREAS, The physical and operational complexities of the O.M.P. will require relatively simultaneous negotiation, execution and implementation of a broad range of agreements, including, but not limited to: intergovernmental agreements; amendments to certain easements and licenses; reimbursement and cost-sharing agreements for design and construction of new and relocated capital improvements; environmental and construction permits; relocation and modification of utility and other infrastructure improvements; acquisition of air rights and other similar agreements which are necessary or desirable in order to implement the O.M.P. (collectively, "O.M.P. Ancillary Agreements") including, without limitation, the agreements generally described on Exhibit A to this ordinance; and

WHEREAS, The management of the O.M.P. is being carried out by its designated executive director (the "Executive Director"), and it is in the City's interest that the Executive Director have the authority to negotiate and expeditiously execute O.M.P. Ancillary Agreements; and

WHEREAS, In order to implement the O.M.P., it may also be necessary to amend the Water Purchase Agreement between the Northwest Suburban Municipal Joint Action Water Agency ("J.A.W.A.") and the City (the "J.A.W.A. Water Purchase Agreement") and the Facilities and Reservoir Site Lease and Grant of Related Easements between the City and J.A.W.A. (the "J.A.W.A. Lease" and together with the J.A.W.A. Water Purchase Agreement, "J.A.W.A. Agreements"); and

WHEREAS, The City wishes to authorize the expenditure of funds in this ordinance for any payments or expenses required under the O.M.P. Ancillary Agreements; now, therefore,

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Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council and are hereby incorporated in this ordinance by this reference.

SECTION 2. The Executive Director or her designees are hereby authorized to negotiate O.M.P. Ancillary Agreements described in Exhibit A to this ordinance and such other agreement with O.M.P. Ancillary Agreement Parties as shall be necessary and desirable to implement the O.M.P., except that nothing in this ordinance authorizes the execution of new agreements with air carriers other than as specifically described in Exhibit A. The Executive Director is hereby authorized to execute such O.M.P. Ancillary Agreements and other agreements on behalf of the City. Any obligations payable by the City pursuant to such O.M.P. Ancillary Agreements and other agreements may only be paid out of legally available funds of the Airport. Such O.M.P. Ancillary Agreements may contain such terms and conditions as are determined by the Executive Director to be necessary and desirable, including, without limitation, provisions pursuant to which the City agrees to indemnify or hold harmless any party or parties to such O.M.P. Ancillary Agreements and other agreements. The Executive Director shall cause to be filed with the City Clerk a copy of each O.M.P. Ancillary Agreement other agreement executed pursuant to this ordinance promptly after the execution of such O.M.P. Ancillary Agreement or other agreement.

SECTION 3. The Executive Director and other City officials and employees are hereby further authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under this ordinance or to implement O.M.P. Ancillary Agreements or other agreements that have been executed pursuant to this ordinance and to execute and implement such other related documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 4. The Commissioner of the Department of Water Management ("Water Management Commissioner") and the Executive Director are hereby authorized to jointly negotiate and execute on behalf of the City such amendments to the J.A.W.A. Agreements or such other cost-sharing, reimbursement or other agreements with J.A.W.A. relating to the design, construction and relocation of facilities authorized by the J.A.W.A. Agreements as are necessary or desirable for the implementation of the O.M.P.. Such amendments and agreements may contain such terms and conditions as are determined by the Water Management Commissioner and the Executive Director to be necessary and desirable to implement this ordinance, including, without limitation, provisions pursuant to which the City agrees to indemnify or hold harmless J.A.W.A. and/or its component entities. Any obligations payable by the City pursuant to such amendments or agreements may only be paid out of legally available funds of the Airport. The Water Management Commissioner and the Executive Director shall cause to be filed with the City Clerk a copy of each

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such amendment and agreement executed pursuant to this ordinance promptly after the execution of such amendment or agreement.

SECTION 5. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

O.M.P. Ancillary Agreements.

I. Intergovernmental Agreements.

A. Federal Aviation Administration.

1. Reimbursement agreements and leases for supplemental air traffic control towers on the north and south sides of the airfield.
2. Reimbursement agreements and licenses and easements for navigational aids.
3. ~~Agreements related to operation of the airfield of the Airport and/or the airspace surrounding the Airport necessary or desirable for the implementation of the O.M.P.~~

B. Illinois Department Of Transportation ("I.D.O.T.").

1. Cost-sharing agreement for reconfiguration of the Irving Park Road intersection with York Road and associated relocation of railroad right-of-way.
2. Acquisition of right-of-way for a portion of Old Higgins Road and reimbursement agreement for alteration of remaining portion of Old Higgins Road.

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3. Facilitation of I.D.O.T. intersection improvements at Mount Prospect Road and Touhy Avenue, if required to support O.M.P., including granting of right-of-way on Airport property.
4. Acquisition of easement and other property rights from I.D.O.T. as needed to locate navigational instrumentation required by the F.A.A. for the O.M.P.
5. Agreement between the City, I.D.O.T., DuPage County, Union Pacific and Canadian Pacific Railroads allocating responsibility to maintain bridge structure built to grade separate York Road and Irving Park Road intersection and the Union Pacific and Canadian Pacific Railroad lines.

C. Illinois State Toll Highway Authority ("I.S.T.H.A.").

1. Acquisition of Willow-Higgins Creek bed and drainage easement.
2. Acquisition of easement and other property rights from I.S.T.H.A. as needed to locate navigational instrumentation required by the F.A.A. for the O.M.P.
3. Grant of easement to I.S.T.H.A. to accommodate drainage needs.

D. Cook County.

Reimbursement or cost-sharing agreement and right-of-way adjustment for relocation of Mount Prospect Road south of Touhy Avenue.

E. City Of Des Plaines, Village Of Bensenville And Elk Grove Village.

Reimbursement or cost-sharing agreements for construction or relocation of water mains, sewers and roads.

F. Village Of Schiller Park.

Amendment of agreement regarding change in flow volume of force main.

G. Village Of Franklin Park.

Agreement between the City, Franklin Park and the Union Pacific Railroad allocating responsibility to maintain bridge structure built to carry the Union Pacific Railroad over Green Street.

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H. Metra.

Agreement regarding construction of a bridge structure for Union Pacific Railroad over existing Metra line and other modifications to Metra facilities.

I. Metropolitan Water Reclamation District Of Greater Chicago.

Agreement regarding increase in the amount of surface runoff and flow-rate demand related to the O.M.P.

J. DuPage County Forest Preserve District.

Agreement to acquire Silver Creek Forest Preserve property.

K. Universities/University Of Illinois.

Reimbursement or cost-sharing agreements to support runway design standards, testing and other research and activities in support of the O.M.P.

II. Utility Companies And Railroads.

A. ComEd, Peoples Gas, Northern Illinois Gas (NICOR), SBC and Level 3.

1. ~~Reimbursement or cost-sharing agreements for construction or relocation of utility facilities.~~
2. Granting, acquiring or modifying easements.

B. Union Pacific Railroad.

1. Reimbursement or cost-sharing agreements for relocation of railroad and fiber optic line.
2. Property rights agreements for relocation of railroad right-of-way.
3. Construction, operation and service agreement for temporary spur line to serve O.M.P. construction activities.

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C. Canadian Pacific Railroad.

1. Reimbursement or cost-sharing agreement for improvements to railroad crossing at Irving Park Road.
2. Property rights agreements for relocation of railroad right-of-way.

III. Air Carriers.

A. American Airlines, United Airlines, Federal Express and Northwest Airlines.

Reimbursement or cost-sharing agreements for planning and design and long lead time material and equipment, if any, related to the future relocation of facilities necessary or desirable to implement the O.M.P.

B. Parties To The Amended And Restated Chicago-O'Hare International Airport Fueling System Lease ("Fuel System Lease").

1. Reimbursement or cost-sharing agreements for planning, design and construction related to the relocation and improvements of fueling system facilities necessary or desirable to implement the O.M.P.
2. Amendments to the Fuel System Lease to permit and to reimburse the parties to the Fuel System Lease for planning, design and construction related to improvements to and/or location or relocation of fueling system facilities necessary for the implementation of the O.M.P. agreement.

STATE OF ILLINOIS,
County of Cook. ss.

I, JAMES J. LASKI, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office of an authorization for execution of agreements with various entities for implementation of O'Hare Modernization Program.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the first (1st) day of September, 2004 and deposited in my office on the first (1st) day of September, 2004.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

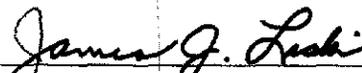
Yeas 47, Nay 0.

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five (5) days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this twenty-first (21st) day of March, 2005.

[L.S.]



JAMES J. LASKI, City Clerk

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION**

PROJECT STATUS REPORT:

TYPE: (CHECK ONE)

PROGRESS	<input checked="" type="checkbox"/>
COMPLETION*	<input type="checkbox"/>

DATE	5/16/07
------	---------

PROJECT INFORMATION:

Reporting Party:	City of Chicago, O'Hare Modernization Program
Docket/Order #; Date:	tbd 767-0046
Status Reports Due:	tbd
Ordered Completion Date:	tbd
Completion Report Due ¹ :	tbd
AAR/DOT#, Milepost:	#174 052X, milepost 5.04
Street, (in/near) City, County:	In City of Chicago, Cook County
Railroad Company:	Union Pacific Railroad Company

¹Completion reports involving changes to the railroad crossing must include an updated USDOT Inventory Form.

PROJECT MANAGER INFORMATION²:

Name:	Peter Josefchak
Title:	Railroad Project Manager
Representing:	O'Hare Modernization Program
Street Address:	P. O. Box 66848, 10510 W. Zemke Road
City, State, Zip:	Chicago, IL 60666
Office Phone:	773-462-7407
Office Fax:	773-462-8563
Cellular Phone:	312-953-5267
E-Mail Address:	peter.josefchak@cityofchicago.org

²Project Manager information to be submitted by Roadway Authority and Railroad Company

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

Maintenance and flagging provisions associated with the existing Division Street crossing as related to the O'Hare Modernization Program.

Relocation of the Division Street crossing to account for Interim UP alignment.

Final UP alignment (Division Street vacated – no highway-rail crossing).

STATUS OF WORK:

Initial Project Status Report, submitted with the executed copy of the Stipulated Agreement.

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

The Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact:

Brian Vercruysse, Senior Rail Safety Specialist
Phone: (630) 424-8750
Email: bvercruy@icc.illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling 217/782-7660 or on the web at:

<http://www.icc.illinois.gov/hg/library.aspx?key=Railroad%20Safety>

United States Department of Transportation Inventory Form #6180.71 can be obtained on the web at:

<http://safetydata.fra.dot.gov/OfficeofSafety/Forms/Default.asp>

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1120 Vermont Avenue, NW Washington, DC 20590	<u>And</u>	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764
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**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION
PROJECT STATUS REPORT:**

TYPE: (CHECK ONE)

PROGRESS	<input type="checkbox"/>
COMPLETION*	<input type="checkbox"/>

DATE	6-12-07
------	---------

PROJECT INFORMATION:

Reporting Party:	
Docket/Order #; Date:	T07-0046
Status Reports Due:	
Ordered Completion Date:	
Completion Report Due ¹ :	
AAR/DOT#, Milepost:	#174 052X, milepost 5.04
(in/near) City, County:	In City of Chicago, DuPage County
Railroad Company:	Union Pacific Railroad Company

¹Completion reports involving changes to the railroad crossing must include an updated USDOT Inventory Form.

PROJECT MANAGER INFORMATION²:

Name:	John Venice
Title:	Manager Special Projects – Industry and Public Projects
Representing:	Union Pacific Railroad
Street Address:	301 West Lake Street
City, State, Zip:	Northlake, IL 60164
Office Phone:	708-649-5210
Office Fax:	
Cellular Phone:	
E-Mail Address:	JNVenice@up.com

²Project Manager Information to be submitted by Roadway Authority and Railroad Company

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

Maintenance and flagging provisions associated with the existing Division Street crossing as related to the O'Hare Modernization Program.

Relocation of the Division Street crossing to account for Interim UP alignment.

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STATUS OF WORK:

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION**

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The Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact:

Brian Vercruysse, Senior Rail Safety Specialist
Phone: (630) 424-8750
Email: bvercruy@icc.illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling 217/782-7660 or on the web at:

<http://www.icc.illinois.gov/hg/library.aspx?key=Railroad%20Safety>

United States Department of Transportation Inventory Form #6180.71 can be obtained on the web at:

<http://safetydata.fra.dot.gov/OfficeofSafety/Forms/Default.asp>

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1120 Vermont Avenue, NW Washington, DC 20590	<u>And</u>	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764
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