

HH/AB/FILE



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 27, 2007

Christy Township
Lawrence County
Section 05-04122-00-SP
Project RRP-101(20)
Job No. C-97-020-06

RECEIVED
JUL 2 2007

Illinois Commerce Commission
RAIL SAFETY SECTION

RE: The Installation of flashing light signals and gates at TR 54 and the CSX Transportation Inc. tracks.
AAR DOT # 152 845M RR MP 205.47

Mr. Hal Gibson
Principal Engineer of Public Works
500 Water Street, J350
Jacksonville, FL 32202

Dear Mr. Gibson:

Your copy of the agreement executed by the department on June 27, 2007 is attached. The estimates in the amount of \$174,480 and general layout plan have been reviewed and are accepted.

As a reminder, your company must obtain all necessary approvals from the Illinois Commerce Commission pursuant to 92 Illinois Administrative Code 1535 (Section 1535.400). Upon approval by the ICC, you are authorized to proceed with the work called for in the attached agreement. Please contact Mr. Charles Roark, Hwy Commissioner at (618)936-2855 for proper scheduling of activities.

Please provide us written notice when the project has been placed in service. All bills submitted for payment must be identified with the project, section and job numbers.

Sincerely,

Charles Ingersoll, P. E.
Engineer of Local Roads and Streets

cc-

Michael Stead Attn: Rod Bergeron
Barry Wright Attn: Debbie Marks
Christine Reed Attn: Maureen Kastl
Charles Roark, Hwy Commissioner
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Christy Township
Lawrence County
Section 05-04122-00-FL
Project RRP-101(20)
Job No. C-97-020-06

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Local Agency Railway-Highway
Grade Crossing Improvements

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 Christy Township, State of Illinois, acting by and through its Highway Commissioner, hereinafter referred to as the "LA" and the CSX Transportation, Inc., hereinafter referred to as the "COMPANY."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location listed on Exhibit A; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

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 project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide". The "State Required Ethical Standards Governing Contract Procurement" is also attached hereto and made a part of this Agreement.

SECTION 2. The COMPANY shall prepare the general layout plans (including surveys and other engineering services), and detailed estimates of cost. These general layout plans and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2003 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% 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 on EXHIBIT A.

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-hour 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 bill totaling less than \$500.

In the event the COMPANY fails to install the stored material within an 18-month period subsequent to payment to the COMPANY, the COMPANY shall promptly deliver the stored material to the STATE at a location indicated in a written notice to the COMPANY. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY for 100% of the amount billed. Payment under this paragraph shall not be claimed for any bill totaling less than \$500. Upon completion of the project, the COMPANY shall provide the STATE with a written notification of the date of completion. The COMPANY, upon completion of its work, shall submit a complete and detailed final bill of all incurred costs to the STATE no later than one year from the date of completion of the project. Otherwise, previous payments to the COMPANY may be considered final, except as agreed to by the STATE and the COMPANY. After the STATE has checked the final statement and agreed with the COMPANY that the costs are reasonable and

proper, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100% of the amount billed. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for any amount still owed to the COMPANY or bill the COMPANY for any overpayments or items of expense found as not being eligible for reimbursement.

The COMPANY shall maintain, for a minimum of 3 years after the date of the final bill, 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, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL 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.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually

designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing 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, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply.

SECTION 14. 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 15. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 16. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 17. 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 beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project.

SECTION 18. The COMPANY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The COMPANY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the COMPANY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 54-6000720 and the COMPANY is doing business as a corporation.

Executed by the COMPANY this 14th
day of May, 2007.

ATTEST:
Donna W. Melton
Donna W. Melton
Corporate Secretary

CSX Transportation, Inc.
Eric G. Peterson
ERIC G. PETERSON
ASST. CHIEF ENGINEER
By: PUBLIC PROJECTS

Executed by the LOCAL AGENCY this 18th
day of May, 2007.

ATTEST:
Karen Ulrich

Christy Township
acting by and through its
Highway Commissioner
By Charles Roark

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
Milton R. Sees
Milton R. Sees, Acting Secretary, Illinois Department of Transportation

6-27-07
Date

NA
Milton R. Sees, Director of Highways/Chief Engineer

Date

ATTACHMENT A

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCURMENT

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.

Delinquent Payment. The COMPANY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use tax on all sales of tangible property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The COMPANY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the COMPANY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Felony Convictions. The COMPANY certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953 for a period of five years prior to the date of the AGREEMENT. The COMPANY acknowledges that the DEPARTMENT shall declare the contract void if this certification is false.

Environmental Protection Act. The COMPANY certifies in accordance with 30ILCS 500/50-12 that the COMPANY is not barred from being awarded a contract under this Section. The COMPANY acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

Christy Township
Lawrence County
Section No. 05-04122-00-FL
Project No. RRP-101(20)
Job No. C-97-020-06

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: CSX Transportation, Inc.

RR M.P.: 205.47 AAR DOT # 152 845M

Road Name: TR 54

Location: TR 54 @ the CSX Transportation tracks, Christy Township, Lawrence County, Illinois

EXISTING CONDITIONS:

One mainline track protected with crossbucks

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Installation of flashing light signals and gates with continuous warning time circuitry.
2. Incidental work necessary to complete the items hereinabove specified.

DESCRIPTION OF WORK TO BE DONE BY OTHERS:

Local Agency agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. When a marked traffic detour is required, the Local Agency at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

ATTACHMENTS:

State Required Ethical Standards Governing Contract Procurement
Location Map

ESTIMATED RAILROAD COST: \$ _____

100% Federal participation \$ 174,480.00

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Charles Roark, Highway Commissioner, RR 2 Box 63, Sumner, IL 62466 / (618) 936-2855

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

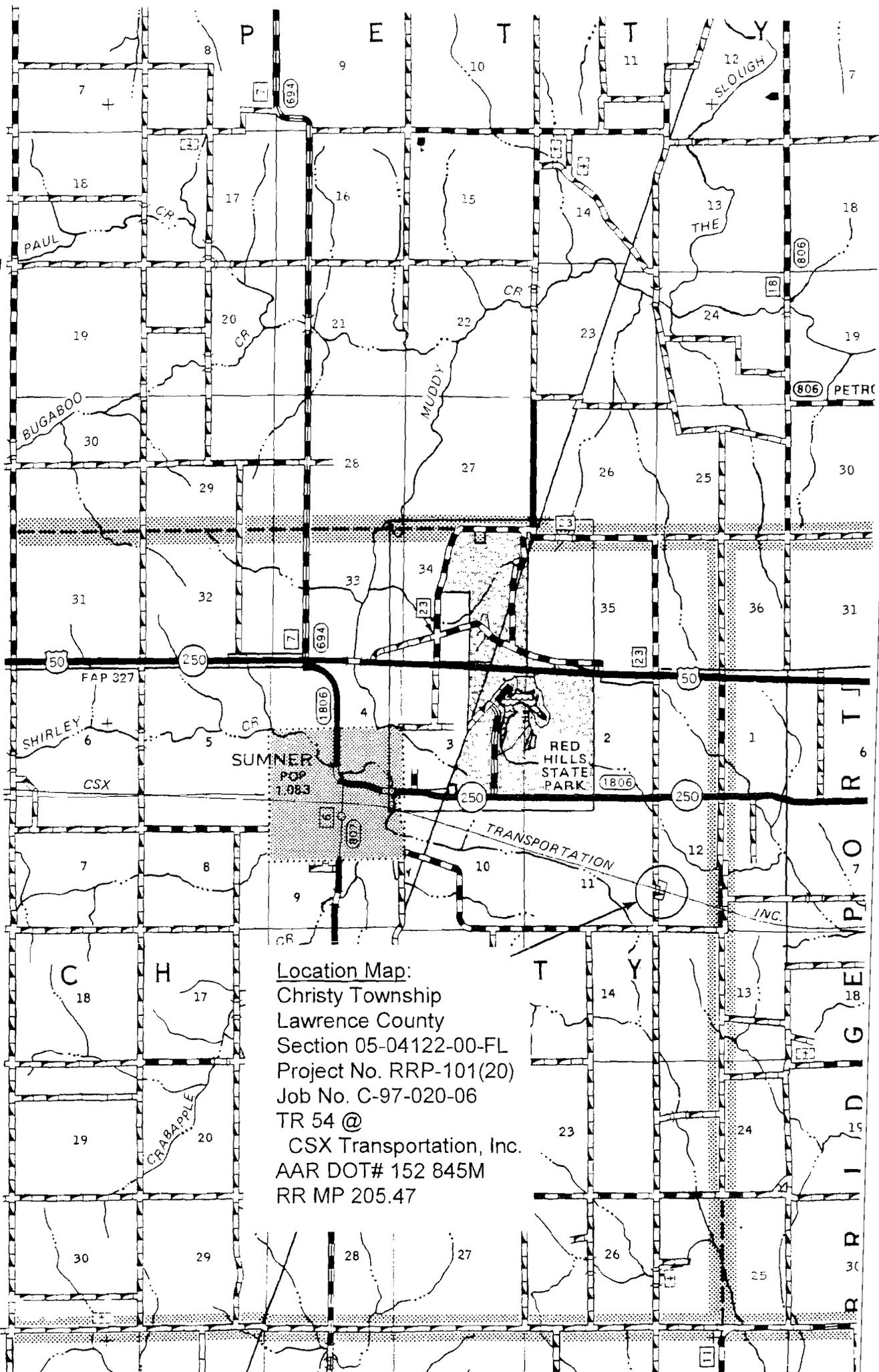
Charles Ingersoll, P. E.
Engineer of Local Roads and Streets
2300 South Dirksen Parkway
Springfield, Illinois 62764

1500N
T 4 N
1400N
1300N
1200N
1100N
1000N
900N
800N
700N
600N

COUNTY

TO OLNEY

RICHLAND



Location Map:
Christy Township
Lawrence County
Section 05-04122-00-FL
Project No. RRP-101(20)
Job No. C-97-020-06
TR 54 @
CSX Transportation, Inc.
AAR DOT# 152 845M
RR MP 205.47

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER: 10/27/2007	DOT NO.: 152845M
CITY: Sumner	COUNTY: LAWRENCE
DESCRIPTION: TR 54 - Installation of FLS&G	STATE: IL
DIVISION: Midwest Division	SUB-DIV: ILLINOIS
AGENCY PROJECT NUMBER: IL0212	MILE POST: BC 205.47

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)	\$ 1,350
200 Additive 42.41%	\$ 573
230 Expenses	\$ 235
212 Contracted & Administrative Engineering Services	\$ 500
Subtotal	\$ 2,658

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)	\$ -
200 Additive 42.41%	\$ -
230 Expenses	\$ -
212 Contracted & Administrative Engineering Services	\$ 500
Subtotal	\$ 500

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)	\$ -
050 Labor (Foreman/Inspector)	\$ -
070 Additive 74.68% (Transportation Department)	\$ -
050 Additive 76.03% (Engineering Department)	\$ -
230 Per Diem (Engineering Department)	\$ -
230 Expenses	\$ -
Subtotal	\$ -

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 152,150

TRACK WORK: (Details Attached) \$ -

ACCOUNTING & BILLING:

040 Labor	\$ 2,000
040 Additive 65.54%	\$ 1,311
Subtotal	\$ 3,311

PROJECT SUBTOTAL

900 <u>CONTINGENCIES:</u> 10.00%	\$ 15,862
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GRAND TOTAL ***** \$ 174,480

DIVISION OF COST:

Agency	100.00%	\$ 174,480
Railroad		\$ -
TOTAL *****		\$ 174,480

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Hal A. Gibson Jr.

DATE: 10/27/07 REVISED:

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -
Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER: 10/27/2007 **DOT NO.:** 152845M
CITY: Sumner **COUNTY:** LAWRENCE **STATE:** IL
DESCRIPTION: TR 54 - Installation of FLS&G

DIVISION: Midwest Division **SUB-DIV:** ILLINOIS **MILEPOST:** BC 205.47
DRAWING NO.: BC20547.H01 **DRAWING DATE:** 3/30/2007 **REGION:**
AGENCY PROJECT NUMBER: IL0212

PRELIMINARY ENGINEERING:

200	Labor (Non Contract)		5	Days @	\$ 270.00	\$	1,350
200	Additive	42.41%				\$	573
230	Expenses					\$	235
212	Contracted & Administrative Engineering Services					\$	500
	Subtotal					\$	<u>2,658</u>

CONSTRUCTION ENGINEERING/INSPECTION:

200	Labor (Non Contract)		0	Days @	\$ 270.00	\$	-
200	Additive	42.41%				\$	-
230	Expenses					\$	-
212	Contracted & Administrative Engineering Services					\$	500
	Subtotal					\$	<u>500</u>

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)		0	Days @	\$ -	\$	-
50	Labor (Foreman/Inspector)		0	Days @	\$ 235.00	\$	-
70	Additive	74.68% (Transportation Department)				\$	-
50	Additive	76.03% (Engineering Department)				\$	-
230	Expenses	(Engineering Department)	0	Days @	\$ 75.00	\$	-
230	Expenses		0	Days @	\$ 45.00	\$	-
	Subtotal					\$	<u>-</u>

COMMUNICATIONS WORK:

	Temporary (Details Attached)					\$	-
	Permanent (Details Attached)					\$	-
	Subtotal					\$	<u>-</u>

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -
Pub EB - IL EB3 (IL)

TRACK: LABOR

50	Traffic Control		0	MAN-HRS	\$ 21.00	\$	-
50	Remove Existing Crossing		0	MAN-HRS	\$ 21.00	\$	-
50	Renew Cross Ties		0	MAN-HRS	\$ 21.00	\$	-
50	Renew Rail		0	MAN-HRS	\$ 21.00	\$	-
50	Install OTM		0	MAN-HRS	\$ 21.00	\$	-
50	Install Field Welds		0	MAN-HRS	\$ 21.00	\$	-
50	Install Geo-Textile Fabric		0	MAN-HRS	\$ 21.00	\$	-
50	Install Sub-Drains		0	MAN-HRS	\$ 21.00	\$	-
50	Install Ballast		0	MAN-HRS	\$ 21.00	\$	-
50	Line and Surface		0	MAN-HRS	\$ 21.00	\$	-
50	Install Crossing Materials		0	MAN-HRS	\$ 21.00	\$	-
50	Install Bituminous Pavement		0	MAN-HRS	\$ 21.00	\$	-
50	_____		0	MAN-HRS	\$ 21.00	\$	-
50	_____		0	MAN-HRS	\$ 21.00	\$	-
50	_____		0	MAN-HRS	\$ 21.00	\$	-
50	Clean-Up		0	MAN-HRS	\$ 21.00	\$	-
50	Additive	76.03%				\$	-
230	Per Diem		0	MAN-DAY	\$ 90.00	\$	-
	Subtotal					\$	-

TRACK: MATERIAL

220	Cross Ties, Main Line		0	EA	\$ 31.00	\$	-
220	Rail, 136RE, New		0	LF	\$ 17.00	\$	-
220	Misc. OTM		1	LOT	\$ -	\$	-
210	Geo-Textile Fabric		0	RL	\$ 250.00	\$	-
210	Sub-Drains		0	LF	\$ 6.00	\$	-
220	Ballast		0	NT	\$ 5.75	\$	-
220	Field Welds		0	EA	\$ 100.00	\$	-
	_____		0	_____	\$ -	\$	-
	_____		0	_____	\$ -	\$	-
210	Concrete Full Width		0	TF	\$ 225.00	\$	-
210	Concrete/Rubber Xing (CSX)		0	TF	\$ 135.00	\$	-
210	Rubber Crossing, Full Depth		0	TF	\$ 280.00	\$	-
210	Timber/Asphalt Crossing (CSX Standard)		0	TF	\$ 42.00	\$	-
220	Crossties, 10' Length		0	EA	\$ 39.00	\$	-
210	Bituminous Material		0	NT	\$ 80.00	\$	-
210	Sales Tax on Material	6.50%				\$	-
210	Material Handling	5.00%				\$	-
	Subtotal					\$	-

CONTRACT:

215	Asphalt Paving (In Place)		0	NT	\$ 120.00	\$	-
241	Disposal of Waste Materials		0	TF	\$ 10.00	\$	-
215	Maintenance of Traffic		0	DAY	\$ 300.00	\$	-
	Subtotal					\$	-

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -
Pub EB - IL EB3 (IL)

241	<u>EQUIPMENT RENTAL:</u>					
	Subtotal				\$	-
50	<u>WORK TRAIN:</u>	0	DAY	\$ 2,100.00	\$	-
	Subtotal				\$	-
	<u>SALVAGE:</u>					
228	Rail	0	NT	\$ 65.00	\$	-
228	OTM	0	NT	\$ 75.00	\$	-
	Subtotal				\$	-
	<u>SIGNAL WORK:</u>					
210	Material - Field & Consumables				\$	62,745
210	Material - Sales Tax				\$	3,765
220	Material - Shop				\$	-
60	Construction Labor				\$	20,553
65	Shop Labor				\$	800
230	Per Diem				\$	8,085
200	RR Engineering,Preliminary				\$	4,133
200	RR Engineering,Construction				\$	3,083
60	Additives to Construction Labor				\$	16,701
65	Additives to Shop Labor				\$	760
200	Additives to Engineering				\$	2,836
241	Equipment Expense				\$	9,100
241	Waste Management				\$	168
212	Contract Engineering				\$	12,583
211	Freight				\$	4,337
216	AC Power Service				\$	2,500
228	Salvage				\$	1
900	Other				\$	-
	Subtotal				\$	152,150
	<u>ACCOUNTING & BILLING:</u>					
40	Labor	10	Days @	\$ 200.00	\$	2,000
40	Additive	65.54%			\$	1,311
	Subtotal				\$	3,311
	<u>PROJECT SUBTOTAL:</u>				\$	158,618
900	<u>CONTINGENCIES:</u>	10.00%			\$	15,862
	GRAND TOTAL *****				\$	174,480

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -
Pub EB - IL EB3 (IL)

DIVISION OF COST:

Agency	<u>100.00%</u>	\$ 174,480
Railroad	<u>0.00%</u>	\$ -
TOTAL	*****	\$ 174,480

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Hal A. Gibson Jr.

DATE: 4/30/2007 REVISED:

ACCT. CODE : 709 -
Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER: 10/27/2007 DOT NO.: 152845M
CITY: Sumner COUNTY: LAWRENCE STATE: IL
DESCRIPTION: TR 54 - Installation of FLS&G
DIVISION: Midwest Division SUB-DIV: ILLINOIS MILEPOST: BC 205.47
DRAWING NO.: BC20547.H01 DRAWING DATE: 3/30/2007
AGENCY PROJECT NUMBER: IL0212

SIGNAL WORK:

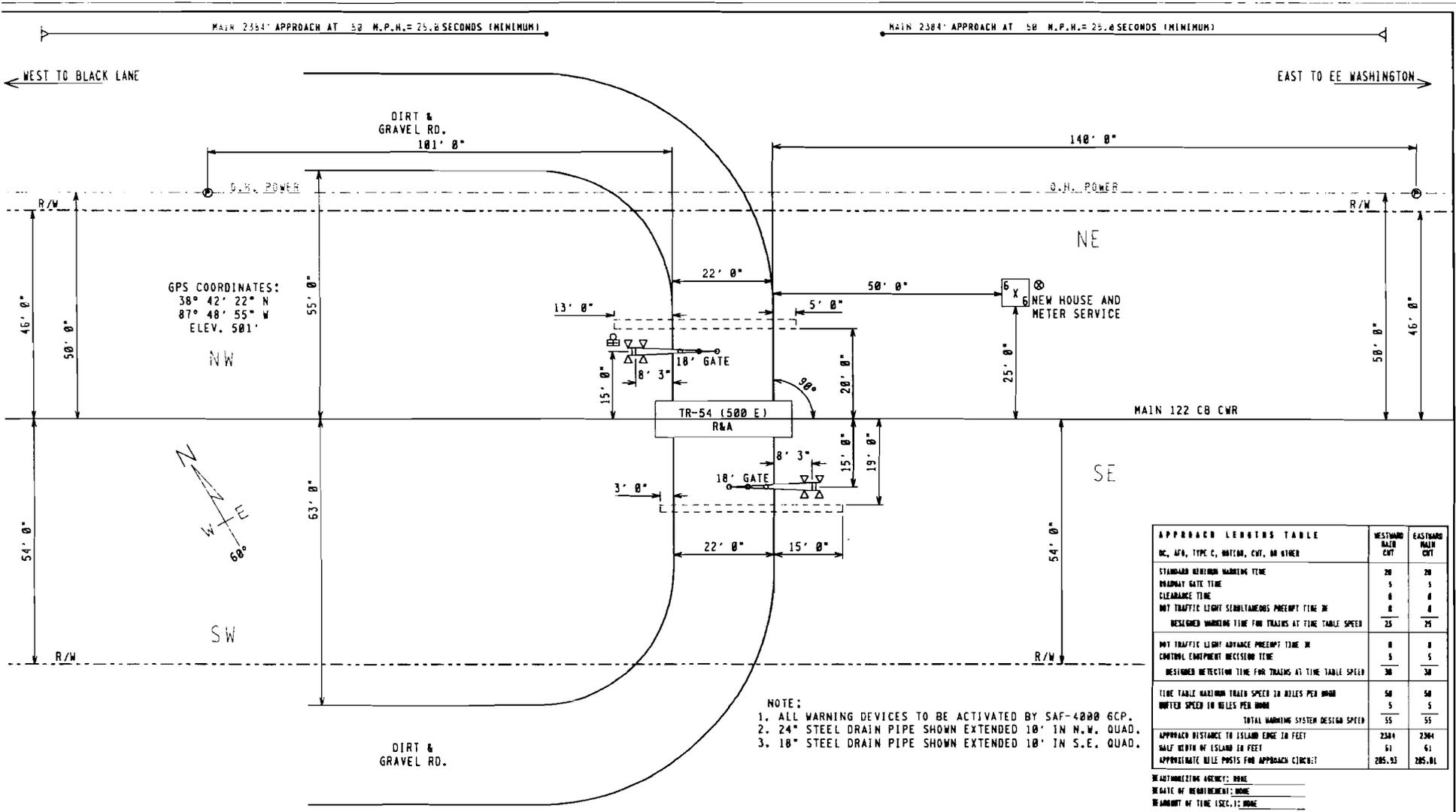
210	Material - Field & Consumables	\$	62,745
210	Material - Sales Tax	\$	3,765
220	Material - Shop	\$	-
60	Construction Labor	\$	20,553
65	Shop Labor	\$	800
230	Per Diem	\$	8,085
200	RR Engineering,Preliminary	\$	4,133
200	RR Engineering,Construction	\$	3,083
60	Additives to Construction Labor	\$	16,701
65	Additives to Shop Labor	\$	760
200	Additives to Engineering	\$	2,836
241	Equipment Expense	\$	9,100
241	Waste Management	\$	168
212	Contract Engineering	\$	12,583
211	Freight	\$	4,337
216	AC Power Service	\$	2,500
228	Salvage	\$	1
900	Other	\$	-
	Subtotal	\$	152,150

ACCT. CODE : 709 -
Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER: 10/27/07 **DOT NO.:** 152845M
CITY: Sumner **COUNTY:** LAWRENCE **STATE:** IL
DESCRIPTION: TR 54 - Installation of FLS&G

DIVISION: Midwest Division **SUB-DIV:** ILLINOIS **MILEPOST:** BC 205.47
DRAWING NO.: BC20547.H01 **DRAWING DATE:** 3/30/2007 **REGION:**
AGENCY PROJECT NUMBER: IL0212

Amount		
Task	Task Desc	Total
40	Labor General Office	\$3,311
50	Labor Roadway	
60	Labor Signal	\$37,254
65	Labor Signal1	\$1,560
70	Labor Transportation	
200	Labor NonContract	\$11,975
210	Invoice Material	
	Material - Field & Consu	\$66,510
211	Invoice Freight	\$4,337
212	Invoice Contract Eng	\$13,583
215	Invoice Misc	
216	Invoice Utilities	\$2,500
220	Material New	
	Material - Shop	
228	Scrap Credit	\$1
230	ExpenseRpts	\$8,320
241	Invoice Rental	\$9,268
900	Other	
900	Contingencies	\$15,862
	Material New	
Grand Total		\$174,480



GPS COORDINATES:
 38° 42' 22" N
 87° 48' 55" W
 ELEV. 501'

- NOTE:
 1. ALL WARNING DEVICES TO BE ACTIVATED BY SAF-4000 GCP.
 2. 24" STEEL DRAIN PIPE SHOWN EXTENDED 10' IN N.W. QUAD.
 3. 18" STEEL DRAIN PIPE SHOWN EXTENDED 10' IN S.E. QUAD.

APPROACH LENGTHS TABLE	WESTWARD MAIN CUT	EASTWARD MAIN CUT
DC, AFB, TYPE C, HAYLOP, CUT, OR OTHER		
STANDARD WARNING MARKING TIME	20	20
ROADWAY GATE TIME	5	5
CLEARANCE TIME	0	0
WMT TRAFFIC LIGHT SIMULTANEOUS PREEMPT TIME IN	0	0
DESIGNED MARKING TIME FOR TRAINS AT TIME TABLE SPEED	25	25
WMT TRAFFIC LIGHT ADVANCE PREEMPT TIME IN	0	0
CONTROL EQUIPMENT RESPONSE TIME	5	5
DESIGNED DETECTION TIME FOR TRAINS AT TIME TABLE SPEED	30	30
TIME TABLE MAXIMUM TRAIN SPEED IN MILES PER HOUR	50	50
BUFFER SPEED IN MILES PER HOUR	5	5
TOTAL WARNING SYSTEM DESIGN SPEED	55	55
APPROACH DISTANCE TO ISLAND EDGE IN FEET	2384	2384
HALF WIDTH OF ISLAND IN FEET	61	61
APPROXIMATE WHEEL POSITS FOR APPROACH CURVES	285.93	285.81

WEATHERIZING AGENCY: NONE
 WE GATE BY MEANS: NONE
 WE ADJUST BY TIME (SEC.): NONE

FILE NAME: BC20547.H01	REVISION DATES: 04-23-07 DCK	PRODUCED FOR: CSX TRANSPORTATION	PRODUCED BY: SAFETRAN systems	LEGEND	GUARD RAIL	METER SERVICE	STREET NAME: TR 54
TE DRAWN: 03-30-2007		RAIL TRANSPORT GROUP ENGINEERING	7775 BAYMEADOWS WAY	CSX ROW	O.H. POWER	POLE	CITY & STATE: SUMNER, IL
AWN BY: GARY CARLEE		COMMUNICATIONS AND SIGNALS	SUITE 250	R/R POLELINE	FENCE	FIRE PLUG	PROJECT #: 1L2007011
CHECKED BY: SCOTT WILLIS			JACKSONVILLE, FL 32256	GAS	WATER	SEWER CAP	OP #: 1L0212
C #: JXX000050				FIBER OPTIC	SEWER	GAS VENT	DOT: 152045H

PROPOSED CROSSING LAYOUT
 SCALE = 20:1

Estimate No. 111874
CSX Transportation
TR 54 - Installation of FLS&G
Sumner, IL

DOT: 152845M

OP: IL0212

CSX Project: IL2007011

Summary

Material	\$ 62,745
Sales Tax	\$ 3,765
Labor:	
Construction Labor (77 man-days).....	\$ 20,553
Shop Labor (5 man-days).....	\$ 800
Subsistence (77 man-days).....	\$ 8,085
Railroad Engineering, Preliminary	\$ 4,133
Railroad Engineering, Construction	\$ 3,083
Additives to Construction Labor	\$ 16,701
Additives to Shop Labor	\$ 760
Additives to Engineering	\$ 2,836
Equipment Expenses (14 work days).....	\$ 9,100
Waste Management (14 work days).....	\$ 168
Contract Engineering	\$ 12,583
Freight	\$ 4,337
Poleline Removal	\$ 0
AC Power Service	\$ 2,500
Salvage	\$ 1
<hr/>	
TOTAL ESTIMATE COST	\$ 152,150

Date: 04/25/2007

Estimated By: David Knopsnider

NOTE: This estimate should be considered void one year from date of estimate.

**Shop Material List for CSX Project: IL2007011 (Effective: 04/25/2007)
Installation of FLS&G
SUMNER, IL - BC 205.47**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0003386	1	6781.00	1	6781.00	HOUSE 6X6L ALUM INCLUDES 5 SHELFs, FARADAY CLOSET, 240V
020-0017120	1	12.17	6	73.02	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017125	1	4.88	6	29.28	BLOCK TERMINAL 2 POST AAR 14.1.8 WITH 1 AAR 14.1.11
020-0018234	1	30.69	1	30.69	CABLE CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS
020-0021965	1	8.96	1	8.96	EXTRACTOR DWG 59688-4 TERMINAL GRS CAT P3-308 REF
020-0022651	1	47.04	2	94.08	PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH
020-0022701	1	71.18	26	1850.68	ARRESTER LPC 15012-1 0-30V DC OR 0-24V AC RATED AT 15 AMP
020-0025595	1	17.42	1	17.42	WRENCH DWG 55393-3 GR1 "E" TERMINAL POST NUT GRS CAT
020-0053360	1	415.52	3	1246.56	CHARGER BATTERY ELC 12/20 S 20 AMP 10-19.9 VDC ROTARY SW
020-0053510	1	233.11	1	233.11	KIT 240V AC EMERGENCY GENERATOR CABLE AND
020-0055602	1	11.39	1	11.39	RELAY POTTER BRUMFIELD KHAU17D12-12V 160 OHMS
020-0056514	1	9.32	4	37.28	SOCKET RELAY POTTER & BRUMFIELD 27E166 NEWARK
020-0064060	1	68.32	2	136.64	PLATE MOUNTING FOR 2 TYPE KHAU RELAY SOCKETS ON GRS B1
020-0660077	1	506.24	1	506.24	ARRESTER GE 9L10KAC213 FOR 240 VOLT SINGLE PHASE 3 WIRE
020-0770060	1	12.32	8	98.56	ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA
020-0770105	1	21.28	2	42.56	ARRESTER HARMON 202217-000 AGE-1 TRACK AIR GAP EQUALIZER
020-1940055	1	8.50	1	8.50	CONTAINER CIRCUIT PRINT 24" SCHEDULE 20 4" PVC PIPE WITH
020-2503090	1	940.56	1	940.56	CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS GATEWAY (WAG)
020-2503206	1	4128.99	1	4128.99	PREDICTOR SAFETRAN GCP-4000 SEAR-III AUTO TEST PKG FOR
020-2503210	1	14205.02	1	14205.02	PREDICTOR SAFETRAN GCP-4000 2-TRACK DUAL CASE W/RECORDER
020-2901190	1	11.39	3	34.17	RELAY POTTER BRUMFIELD KHAU17A12-120 3900 OHMS
020-3430130	1	358.40	1	358.40	RELAY SAFETRAN 400023 500 OHMS CONTACTS 6FB HEAVY DUTY
020-3652615	1	31.44	1	31.44	RESISTOR ADJUSTABLE 0.340 TO 3.00 OHMS 2.24A 15W SAFETRAN
020-4200100	1	6.04	5	30.20	CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.04	10	10.40	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED

Shop Material List for CSX Project: IL2007011 (Effective: 04/25/2007)
Installation of FLS&G
SUMNER, IL - BC 205.47

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-4200350	1	1.68	14	23.52	LINK TEST ASSEMBLY 2-3/8" CENTERS COMPLETE WITH
020-8000067	1	14.38	2	28.76	LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK
022-8005155	1	303.44	1	303.44	KIT SINGLE LOCATION INCLUDES ALL MATERIAL FOR A CSX
Total Cost: \$				31,300.87	

**Field Material List for CSX Project: IL2007011 (Effective: 04/25/2007)
Installation of FLS&G
SUMNER, IL - BC 205.47**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0013908	1	5.06	350	1771.00	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0017602	1	0.18	50	9.00	WIRE 8522 BELDEN HOOK-UP 18AWG FLEX 97200 BLACK 1000
020-0025145	1	465.70	2	931.40	SHUNT ENCLOSURE INTERRAIL P/N IRS-SE8A WAYSIDE MOUNT
020-0052475	1	11.20	4	44.80	ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING
020-0053220	1	1.82	150	273.00	CABLE POWER UG 3 COND NO 6 AWG, SHOW LENGTH ON EACH
020-0054075	1	1001.00	2	2002.00	GATE SAVER COMPLETE WITH SHEAR PIN AND RETURN SPRING
020-0055421	1	12.24	6	73.44	BRACKET SIGN 4" OR 5" MAST W/1/2" U-BOLT FOR ALL SIGNS
020-0056674	1	4724.84	2	9449.68	SIGNAL 0220-L GCWD GATE ASSY DWG SS222 INCLS 18 FBRGL ARM
020-0057275	1	0.80	300	240.00	WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR
020-1040322	1	168.00	30	5040.00	BATTERY SAFT SPL165, 165 AH POCKET PLATE NICKEL CADMIUM
020-1040540	1	26.88	4	107.52	TRAY BATTERY FIBER CO 82687-1-P 12" WIDTH 24" LONG
020-1040550	1	39.20	1	39.20	TRAY BATTERY FIBER CO 82687-3-P 12" WIDTH 38"
020-1360014	1	929.17	1	929.17	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-1360016	1	16.64	1	16.64	PACKAGE SAFETY & SECURMENT WITH 1 EA CAUTION TAG 1 EA
020-1360103	1	1381.37	1	1381.37	LAYOUT METER SERVICE WITH 25' POLE CSX DWG SS351 SH 2 ITEMS
020-2500630	1	325.92	2	651.84	SHUNT SAFETRAN 62775-348 NARROW BAND 348HZ
020-3901895	1	84.00	2	168.00	TIP FLEX HWY CROSSING GATE 24 IN LONG RED & WHITE STRIPES
020-3930010	1	3.70	2	7.40	KIT GATE ARM WARNING STICKER KIT INCLUDES 1-EA 5"X3"
020-4200340	1	1.04	28	29.12	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200900	1	0.24	8	1.92	CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-4201042	1	0.19	40	7.60	NUT HEX BINDING (RSA NUT) AAR 14.1.11-6 14-24 NS-2 THD CONE
020-4201043	1	0.16	250	40.00	NUT HEX CLAMP (FLAT NUT) AAR 14.1.11-7 14-24 NS-2 THD FLAT
020-4201044	1	0.09	200	18.00	WASHER AAR 14.1.11 ROUND COPPER NICKEL PLATED FOR AAR
020-9999991	1	100.00	1	100.00	BLOCKING AND BRACING FOR PROJECTS BURCO DIST
250-0001827	1	12.74	1	12.74	BREAKER CIRCUIT SQ D QO235
360-0006100	1	34.32	1	34.32	STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT

Field Material List for CSX Project: IL2007011 (Effective: 04/25/2007)
Installation of FLS&G
SUMNER, IL - BC 205.47

<u>Catalog Num</u>	<u>Cond</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Cost Description</u>
360-0800145	1	4.18	1	4.18 BROOM WAREHOUSE CORN HVY DUTY ID300
Total Cost: \$				23,383.34

**Consumables List for CSX Project: IL2007011 (Effective: 04/25/2007)
Installation of FLS&G
SUMNER, IL - BC 205.47**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
N/A		500.00	1	500.00	CELLULAR MODEM RAVEN AIR LINK COMMUNICATION
N/A		50.00	80	4000.00	FILL MATERIAL, 1 CUBIC YARD
020-0017605	1	0.22	350	77.00	WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE
020-0017607	1	0.54	500	270.00	WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017625	1	0.35	150	52.50	WIRE CASE TW PR NO 14 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017630	1	0.11	200	22.00	WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL
020-0017635	1	0.80	130	104.00	WIRE SIGNAL DEL 018 NO 6 COPPER STRANDED SINGLE
020-0028610	1	0.50	100	50.00	TERMINAL RING AMP 35628 YELLOW PLASTI-BOND HVY DUTY
020-1710045	1	2.62	200	524.00	CONDUIT SDR 13.5 4" POLYETHYLENE TRENCHLESS
020-2060072	1	666.40	2	1332.80	FOUNDATION HELICAL SCREW-IN ASSEMBLY 7' X 10" COMPLETE
020-2060074	1	476.00	2	952.00	EXTENSION 10" X 3' USE WITH XING GATE AND SIGNAL MAST
020-3261970	1	9.41	2	18.82	DECAL ASSY 2" BLACK PRESSURE SENSITIVE VINYL PRE-MASKED
020-4200880	1	0.53	2	1.06	CONNECTOR TERMINAL 2-3/8" CENTERS AAR 14.1.15-4 NICKEL
020-4200892	1	0.44	27	11.88	CONNECTOR TERMINAL 1" CENTERS AAR 14.1.15-3 NICKEL PLATED
020-4251190	1	0.45	120	54.00	TERMINAL RING AMP 35627 BLACK PLASTI-BOND WIRE SIZE 10-12
020-4251290	1	0.56	30	16.80	TERMINAL WIRE AMP 322051 BLUE WIRE SIZE NO 6 AWG 1/4" STUD
020-4251295	1	0.60	6	3.60	TERMINAL WIRE AMP 322007 BLUE WIRE SIZE NO 6 AWG 3/8" STUD
020-9999992	1	50.00	1	50.00	HOUSE, SIGNAL HANDLING CHARGE, BURCO DISTRIBUTION
450-0019212	1	0.20	100	20.00	SCREW 10 X 1" SHT METAL PAN HD TYPE A COARSE THREAD
Total Cost: \$				8,060.46	