



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 17, 2007

SUBJECT: PRELIMINARY ENGINEERING
Grade Crossing Agreement
FAP Route 623 (US 6)
Section 02R-3-P4
Project No. RRP-0623(020)
Job No. C-93-035-02
LaSalle County

Illinois Railway, Inc.
DOT/AAR No. 065 106B
DOT/AAR No. 065 104M
Agreement No. RR300004

Mr. Tom Resch
General Manager
Illinois Railway, Incorporated
430 W. Madison Street
Ottawa, IL 61350

RECEIVED

JUL 19 2007

Illinois Commerce Commission
RAIL SAFETY SECTION

Dear Mr. Resch:

As requested, we are transmitting your company's original of the fully-executed addendum agreement for the subject project.

Your company is hereby authorized to assemble its materials and to proceed with its work as outlined under the terms of our addendum agreement.

Prior to scheduling actual construction activities, you are required to notify Mr. Steve Klein of our District Three office at 700 E. Norris Drive, Ottawa, Illinois 61350, telephone (815) 434-8429, as specified in the agreement.

As a reminder, your company must obtain necessary approvals from the Illinois Commerce Commission pursuant to 92 Illinois Administrative Code 1535 (Section 1535.400).

This authorization to proceed is given with the condition that the NATIONAL GRADE CROSSING INVENTORY UPDATE FORM OMB-2130-0011 (FRA F-6180.71) be filed with the Director of Processing, Transportation Division, Illinois Commerce Commission within five days of the completion of the improvement at the crossing. Please also notify this office when your work is completed.

All bills for work performed at this location are to be forwarded to our district office at the address listed above for payment. Your bills must include all identification included in the subject of this letter.

Very truly yours,

Cheryl Cathey, P.E.
Chief of Preliminary Engineering

MWM:c:\s:\gen\wpdocs\letters\408909.doc

cc: George F. Ryan (R-2) - Attn: Amy Reed (D-3)
Project Control - Attn: Debbie Marks
Michael E. Stead, ICC

Design & Environment File

Unit File

ADDENDUM AGREEMENT

THIS ADDENDUM 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 ILLINOIS RAILWAY, INCORPORATED, hereinafter referred to as the "COMPANY",

WITNESSETH:

THAT, WHEREAS, FAP Route 623, marked U.S. Route 6, as located and constructed in the City of Ottawa in LaSalle County, Illinois, there crosses at grade the single mainline track of the COMPANY, and the crossing thus formed (DOT/AAR No. 065 106B) is constructed of prefabricated rubber and protected by cantilever flashing light signals with motion sensor circuitry; and

WHEREAS, in the interest of public safety and convenience, the parties hereto propose to install LED signal heads and upgrade the circuitry to grade crossing predictor circuitry, all substantially as shown on the Location Map marked Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the overlapping track circuits require that the circuitry be upgraded at the adjacent DeLean Street crossing (DOT/AAR No. 065 104M); and

WHEREAS, the work herein proposed to be performed by the COMPANY shall be completed with the traffic control as indicated on Exhibit B; and

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

SECTION 1. The "Standard Provisions for State-Railroad Grade Crossing Agreements" attached hereto are hereby made a part of this ADDENDUM AGREEMENT, except that Provision 5 shall not be applicable. The "State Required Ethical Standards Governing Contract Procurement" attached hereto as Attachment A is hereby made a part of this ADDENDUM AGREEMENT.

SECTION 2. The parties hereto shall construct or cause to be constructed, the following items of work:

- (l). 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 modernization of the warning devices by the installation of grade crossing predictor (GCP/constant warning time) track circuitry at U.S. Route 6 (DOT/AAR 065 106B).
 - (b). The installation of LED signal heads and lamps.
 - (c). The installation of new circuitry at the DeLean Street crossing (DOT/AAR No. 065 104M).
 - (d). The furnishing, erection, maintenance and removal of signs, barricades and traffic control devices as required to perform and complete the work herein proposed.
 - (e). Incidental work necessary to complete the item(s) hereinabove specified.

The estimated cost of the work to be performed by the COMPANY at the expense of the STATE as outlined above is \$114,008.14, as contemplated by the detailed estimate of

cost attached hereto. The STATEs maximum participation towards this improvement will be \$114,008.14.

- (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:
- (a). The furnishing of a traffic control plan to the COMPANY.
 - (b). Incidental work necessary to complete the item(s) hereinabove specified.

SECTION 3. 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 4. If at any time, subsequent to the installation of the warning devices it is found that their operation is no longer necessary, then the COMPANY and the STATE shall negotiate an agreement for their removal and reinstallation at another railroad-highway grade crossing on the COMPANY'S lines in Illinois.

SECTION 5. After the warning devices have been modernized, they shall be operated and maintained by the COMPANY at its expense.

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 crossings(s) proper, and the STATE shall maintain, or cause to be maintained, the highway up to the ends of the track ties, the warning devices and the grade crossings proper.

SECTION 7. 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 8. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 75-2731057 and the COMPANY is doing business as a corporation.

SECTION 9. This ADDENDUM AGREEMENT shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this ADDENDUM 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 03
day of July, 2007

ILLINOIS RAILWAY INCORPORATED

By: Thomas S. Seach

Executed by the STATE, this 16th
day of July, 2007

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

BY N/A
Milton R. Sees
Division of Highways
Chief Engineer

BY Milton R. Sees
Milton R. Sees
Acting Secretary of Transportation

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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.

The COMPANY shall maintain, for a minimum of 5 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. J.J. Jereb, P.O. Box 697, Ottawa, Illinois 61350, or by telephoning Ms. Amy Reed at (815) 434-8453. 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. 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 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 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.

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document12



7471 ... ok Parkway
Benbrook, TX 76126

PROJECT ESTIMATE

Estimate Number.A2419
RCL Job Number.
Estimate Date01/16/03
Page1

Sell
To: Illinois Railnet
Mr. Bill Glavin
2350 Airport Frwy #300
Bedford, TX 76022

Job Description.Hwy 6/Norris Drive - Relocate NE Ca
State Project Number.
CSJ Number
DOT Number.
Railroad Mile Post
Estimator.Scott Booker
Customer ID1038

Project Estimates good for 90 days.

Item No.	Description	Unit	Qty.	Unit Price	Total Price
2-012-003	FOUNDATION CANT SINGLE, 11-11/ 16 BOLT SPACING	Each	1	1,497.00	1,497.00
2-061-000	CONCRETE 6SACK PER CY	Each	1	509.18	509.18
2-080-006	CABLE ARMORED 5C 9AWG OKONITE 206-11-5925	Foot	200	3.73	746.00
	SIGNAL GANG, FOREMAN	Hour	50	23.32	1,166.00
	SIGNAL GANG, SIGNALMAN	Hour	150	15.00	2,250.00
1	EMPLOYEE MEALS (PER DIEM)	Each	20	30.00	600.00
2	EMPLOYEE TRAVEL & LODGING	Each	20	60.00	1,200.00
4	PROJECT MANAGER	Hour	4	38.45	153.84
5	MATERIALS MANAGER	Hour	4	25.48	101.92
7	ACCOUNTING, LEVEL 1	Hour	2	13.45	26.92
3	TRUCK, PU, 1 TON CREW CAB	Hour	50	11.60	580.00
4	TRUCK, BOOM, ART, TELESCOPING	Hour	50	55.40	2,770.00
5	BACKHOE, 2WD, 95 HP	Hour	50	29.55	1,477.50

SUBTOTAL LABOR	3,588.68
SUBTOTAL EQUIPMENT	4,827.50
SUBTOTAL CONTRACT	0.00
SUBTOTAL PER DIEM	1,800.00
SUBTOTAL MATERIALS	2,762.18
G&A BURDEN FOR MATERIAL	1,143.81
G&A BURDEN FOR LABOR	1,537.18
DL BENEFIT AUDITED RATE	1,442.86
GL LIB. INS. AUDITED RATE	217.48
FREIGHT	220.17
FIXED FEE	1,763.99
SUBTOTAL:	19,403.85
SALES TAX:	0.00
TOTAL:	19,403.85



Railroad Controls, LP
 500 South Freeway
 Fort Worth, TX 76104

PROJECT ESTIMATE

Estimate Number. A2221
 RCL Job Number.
 Estimate Date 10/22/02
 Page 1

Sell
 To: Illinois Railnet
 Mr. Bill Glavin
 2350 Airport Frwy #300
 Bedford, TX 76022

Job Description. US 6 in Ottawa, IL
 State Project Number. RRP-0623(020)
 CSJ Number C-93-035-02
 DOT Number. 065 106B
 Railroad Mile Post 80.45
 Estimator Garth Armstrong
 Customer ID 1038

Project Estimates good for 90 days.

Item No.	Description	Unit	Qty.	Unit Price	Total Price
03-043-004	GCP3000ND2 BASIC MODEL W/KB 2ISL & 2RCDR	Each	1	17,754.00	17,754.00
01-060-009	FL LT ARM ASSY, 2W, LINCOLN LEDS, 10" MAST MOUNT	Each	2	1,739.00	3,478.00
01-060-004	FL LT ARM ASSY, 2W, LED, TIP OF MAST MTG	Each	2	1,843.62	3,687.24
ADVISE	FL LT ARM ASSY, 1W, LED, 10" MAST MOUNT	Each	2	975.00	1,950.00
03-030-004	MDSA-1A W/TTA3 ARRESTORS	Each	1	260.00	260.00
01-080-004	RR XING SIGN DIAM. 10" MAST	Each	4	186.00	744.00
01-080-002	RR XING SIGN DIAM. 5" MAST	Each	4	129.00	516.00
01-077-012	SO CORD 10/3	Foot	120	0.61	73.20
04-010-000	DUAL WIDE BAND SHUNT	Each	2	244.00	488.00
03-095-009	WIRE CASE 14AWG BLACK	Foot	50	0.14	7.00
03-095-011	WIRE CASE 14AWG GRAY HYPALON	Foot	50	0.12	6.00
03-095-026	WIRE, HYPALON, 10AWG, BLACK	Foot	100	0.26	26.00
03-095-012	WIRE CASE 10AWG GRAY HYPALON	Foot	100	0.32	32.00
03	MAINTAINER	Hour	60	28.85	1,731.00
03	SIGNAL GANG, FOREMAN	Hour	20	23.32	466.40
10	CAD OPERATOR	Hour	60	14.50	870.00
11	SIGNAL CHECKER, LEVEL 1	Hour	30	20.41	612.30
12	SIGNAL CHECKER, LEVEL 2	Hour	15	25.58	383.70
14	PROJECT MANAGER	Hour	20	38.46	769.20
15	MATERIALS MANAGER	Hour	2	25.48	50.96
16	WAREHOUSE MANAGER	Hour	1	12.72	12.72
17	ACCOUNTING, LEVEL 1	Hour	5	13.46	67.30
18	ACCOUNTING, LEVEL 2	Hour	5	21.15	105.75
SUBTOTAL LABOR					5,069.33
SUBTOTAL EQUIPMENT.					0.00
SUBTOTAL CONTRACT					0.00
SUBTOTAL PER DIEM.					0.00
SUBTOTAL MATERIALS.					29,021.44
G&A BURDEN FOR MATERIAL					12,061.32
G&A BURDEN FOR LABOR					2,106.82
DL BENEFIT AUDITED RATE					1,977.53
GL LIB. INS. AUDITED RATE					298.08
FREIGHT					2,321.72
FIXED FEE					5,285.62
SUBTOTAL:					58,141.86
SALES TAX:					0.00
TOTAL:					58,141.86

MM



Illinois Department of Transportation

Memorandum

To: Mike Hine Attn: Cheryl Cathey
 From: Gregory Mounts By: Clarita R. Lao *SFK*
 Subject: Miscellaneous Obligation Document
 Date: January 24, 2005

Please prepare an increase of \$15,872.70 for obligation number 02R3P4. Attached is the original BD-804.

If you have any questions or require additional information, contact Mr. Steve Klein at (815) 434-8429.

PRELIMINARY NUMBERING
 Sec. Elec. Print Adm.

JAN 28 2005

Circ. Disclos. Handle
 Info & File Prepare Reply



**Illinois Department
of Transportation**

**Request for Authorization for
Costs Involving Utility, Railroad
or Local Agency Agreement**

Sheet 1 of 1

Obligation No. 02R3P4

Request No. 1

County LaSalle

Section 02R-3-P4

Route FAP 623 (U.S. 6)

District 3

Job No. C-93-035-02

Project RRP-0623 (020)

Date 1/24/2005

To: Regional Engineer

Ottawa, IL

Illinois Railnet

Railroad, Utility or Local Agency

Dear Sir:

The following change from the plans and estimated costs for the subject adjustment/work on the above designated section of highway improvement is recommended:

Location & Description: Upgrade signal circuitry to constant warning time and the installation of LED flashing light signals at the U.S. 6-Illinois Railnet grade crossing in Ottawa.

Reason & Purpose: The highway approaches were milled (variable depth) and resurfaced with 1 1/2" bituminous concrete surface course to correct pavement deficiencies. This additional work was approved by the central office and FHWA (see attached memo).

Cost:

Actual Cost	\$93,418.41
Estimated Cost	\$77,545.71
Addition	\$15,872.70

Amount of original agreement \$ \$77,545.71

Net change to date \$ 15,872.76 % of agreement amount 20.47 %

Gregory L. Mounts
District Engineer

Very truly yours,
Amey Seed
Resident Engineer or Utility Engineer

Approved: Michael Hinc
Engineer of Design & Environment

1/31/05
Date Approved



Railroad Controls, LP
 7471 Benbrook Parkway
 Benbrook, TX 76126

PROJECT ESTIMATE - LIST

Date06/19/07
 Page 1

Customer No.:
 Customer Name:

Railroad Name . ILLINOIS RAILWAY
 EPN EP002674
 EPN Description La Salle/De Leon in Ottawa, IL
 Job No. A3890
 State Project No.
 CSJ No.
 DOT No.
 Mile Post
 AFE #

*Project Estimates good for 90 days.
 Applicable Taxes are not included.*

List No.:2 - La Salle/De Leon PMD - In Process

Part No. and Rev/Ver	Description	Unit of Measure	Quantity	Unit Price	Extended Price
03-072-042	BATTERY EXIDE ELM-160 <i>BATTERY EXIDE ELM-160</i>	EA	12	166.00	1,992.00
04-001-008	BONDS, HEAD, 3/16" XS STYLE, SBS24882 (100 BOX) <i>BONDS, HEAD, 3/16" XS STYLE, SBS24882 (100 BOX)</i>	EA	200	3.40	680.00
04-003-000	BOOTLEG KIT <i>BOOTLEG KIT</i>	EA	2	74.80	149.60
03-002-015	CABIN BOOK <i>CABIN BOOK</i>	EA	1	0.00	0.00
02-080-000	CABLE ARMORED 5C 6AWG <i>CABLE ARMORED 5C 6AWG</i>	FT	300	3.70	1,110.30
04-010-000	DUAL WIDE BAND SHUNT <i>DUAL WIDE BAND SHUNT</i>	EA	2	270.00	540.00
04-000-004	GRINDING WHEEL 6IN X 1IN <i>GRINDING WHEEL 6IN X 1IN</i>	EA	2	25.04	50.07
02-040-000	GROUND ROD 5/8IN X 10FT <i>GROUND ROD 5/8IN X 10FT</i>	EA	4	13.14	52.56
01-084-004	LIGHT, WHITE INC. (POI) <i>LIGHT, WHITE INC. (POI)</i>	EA	1	19.33	19.33
04-010-008	NARROW BAND SHUNT FSS-1A 86-114-151-210-267HZ <i>NARROW BAND SHUNT FSS-1A 86-114-151-210-267HZ</i>	EA	2	771.00	1,542.00
02-041-006	ONE SHOT 5/8 SOL #1, #2 STR #2, #3 TYPE NX <i>ONE SHOT 5/8 SOL #1, #2 STR #2, #3 TYPE NX</i>	EA	12	5.98	71.76
03-089-000	PADLOCK,ZAMAK W/ HEX HEAD BOLT W/O CHAIN <i>PADLOCK,ZAMAK W/ HEX HEAD BOLT W/O CHAIN</i>	EA	3	19.00	57.00
03-049-005	PSC II RECEIVER <i>PSO II RECEIVER</i>	EA	1	1,821.00	1,821.00
04-000-000	RETAINER CLIP WRAP AROUND	EA	10	2.08	20.80

RETAINER CLIP WRAP AROUND

04-000-003	SLEEVE BOND 3/16 X 3/4IN TAB <i>SLEEVE BOND 3/16 X 3/4IN TAB</i>	EA	20	0.31	6.20
02-070-000	STONE CRUSHED <i>STONE CRUSHED</i>	TN	1	250.00	250.00
03-097-003	TAGS FIELD INSTALLED 12-6 (100/ROLL) <i>TAGS FIELD INSTALLED 12-6 (100/ROLL)</i>	RL	1	62.15	62.15
03-097-002	TAGS FIELD INSTALLED 16-10 (100/ROLL) <i>TAGS FIELD INSTALLED 16-10 (100/ROLL)</i>	RL	1	42.26	42.26
04-020-000	TRACK WIRE 2C 6AWG TWISTED <i>TRACK WIRE 2C 6AWG TWISTED</i>	FT	300	0.98	293.04
02-042-002	WIRE GROUND 2AWG BARE COPPER <i>WIRE GROUND 2AWG BARE COPPER</i>	FT	40	0.92	36.80
04-001-001	WIRE TRACK 6AWG PVC INSULATED <i>WIRE TRACK 6AWG PVC INSULATED</i>	FT	300	0.71	213.00
	Total Field Material				9,009.87
03-098-005	1" CONNECTOR, FLAT, TERM STRAP <i>1" CONNECTOR, FLAT, TERM STRAP</i>	EA	20	0.40	8.00
03-098-006	12IN. CONNECTOR FLAT, STRAP TST LINK <i>12IN. CONNECTOR FLAT, STRAP TST LINK</i>	EA	3	8.63	25.89
03-098-008	1IN. TEST LINK FLAT W/PLATE & INSULATION <i>1IN. TEST LINK FLAT W/PLATE & INSULATION</i>	EA	75	1.29	96.75
03-077-001	ARRESTER, CLEARVIEW <i>ARRESTER, CLEARVIEW</i>	EA	12	12.44	149.28
03-077-005	ARRESTER, LIGHTNING, SHP120-20, SURGE PROTECTOR <i>ARRESTER, LIGHTNING, SHP120-20, SURGE PROTECTOR</i>	EA	2	85.81	171.62
03-077-003	ARRESTOR, EQUALIZER, HEAVY DUTY <i>ARRESTOR, EQUALIZER, HEAVY DUTY</i>	EA	2	15.89	31.78
03-098-001	BINDING NUT, ACORN 14-24 <i>BINDING NUT, ACORN 14-24</i>	EA	300	0.18	54.00
03-090-005	BLOCK, 4-POST, EPP, TERMINAL <i>BLOCK, 4-POST, EPP, TERMINAL</i>	EA	8	17.72	141.76
07-011-032	BUSHING SNAP SB-875-11 <i>BUSHING SNAP SB-875-11</i>	EA	10	0.04	0.40
03-080-011	BUSS STRIP, 36", F/EPP BLOCK <i>BUSS STRIP, 36", F/EPP BLOCK</i>	EA	1	26.28	26.28
03-001-000	CASE 59" <i>CASE 59"</i>	EA	1	2,475.00	2,475.00
03-094-001	CASE WIRE, 10-AWG, BLUE JACKET	FT	500	0.38	190.50

<i>CASE WIRE, 10 AWG, BLUE JACKET</i>					
03-094-000	CASE WIRE, 16 AWG, TAMAQUA 391 471, BLUE JACKET <i>CASE WIRE, 16 AWG, TAMAQUA 391471, BLUE JACKET</i>	FT	750	0.18	135.77
03-088-002	CLAMP NUT, HEX CLAMP 14-24 NI PLATED <i>CLAMP NUT, HEX CLAMP 14-24 NI PLATED</i>	EA	200	0.18	36.00
01-084-005	DIODE, POI <i>DIODE, POI</i>	EA	1	6.05	6.05
03-001-001	FOUNDATION FOR 59" CASE, SET OF 2 <i>FOUNDATION FOR 59" CASE, SET OF 2</i>	EA	1	360.00	360.00
03-098-007	GOLD TEST 14-24 NUT, PLATED OVER BRASS <i>GOLD TEST 14-24 NUT, PLATED OVER BRASS</i>	EA	75	1.00	75.00
03-030-004	MDSA-1A W/TTA3 ARRESTORS <i>MDSA-1A W/TTA3 ARRESTORS</i>	EA	1	278.00	278.00
03-010-001	PMD-3 W/4 KHZ RSI <i>PMD-3 W/4 KHZ RSI</i>	EA	1	5,320.00	5,320.00
03-071-018	RECTIFIER NRS 12/20 GREY <i>RECTIFIER NRS 12/20 GREY</i>	EA	2	452.00	904.00
03-076-005	RESISTOR, ADJ, 1 OHM, 3.87A <i>RESISTOR, ADJ, 1 OHM, 3.87A</i>	EA	4	31.69	126.76
03-076-012	RESISTOR, ADJ, 3 OHM, 2.24A (LAMP) <i>RESISTOR, ADJ, 3 OHM, 2.24A (LAMP)</i>	EA	1	29.22	29.22
03-097-020	RIBBON, THERMAL, BLACK, TEXTIT # 356126, F/TEXTIT SHOP PRIN <i>RIBBON, THERMAL, BLACK, TEXTIT # 356126, F/TEXTIT SHO P-PRINTER</i>	EA	0	58.00	5.80
03-097-019	TAG, 1/2"X1-1/2" WHITE SLEEVE, TEXTIT#502912, 500/RL, F/SHOP <i>TAG, 1/2"X1-1/2" WHITE SLEEVE, TEXTIT#502912, 500/R L, F/SHOP WIRING RR CABINS</i>	RL	1	186.66	186.66
03-080-000	TERM BLOCK STRIP DOUBLE ROW W/ STRAPS <i>TERM BLOCK STRIP DOUBLE ROW W/STRAPS</i>	EA	6	11.67	70.02
03-075-078	TERM, CRIMP TYPE, 16-20 AWG <i>TERM, CRIMP TYPE, 16-20 AWG</i>	EA	10	2.55	25.50
03-073-007	TERMINAL ASSY, BAT. MULTI CON <i>TERMINAL ASSY, BAT. MULTI CON</i>	EA	4	19.00	76.00
03-080-003	TERMINAL BLOCK 2 POS 2 3/8IN. <i>TERMINAL BLOCK 2 POS 2 3/8IN.</i>	EA	2	5.61	11.23
03-080-002	TERMINAL BLOCK STRIP, SINGLE ROW <i>TERMINAL BLOCK STRIP, SINGLE ROW</i>	EA	2	9.35	18.70
03-080-006	TERMINAL BLOCK, BAKELITE 2-3/8" <i>TERMINAL BLOCK, BAKELITE 2-3/8"</i>	EA	1	5.44	5.44

03-096-016	TERMINAL RING #10 FOR 6AWG TERMINAL RING #10 FOR 6AWG	EA	5	1.46	7.30
03-096-004	TERMINAL RING 1/4 6AWG TERMINAL RING 1/4 6AWG	EA	30	0.42	12.60
03-096-002	TERMINAL RING 1/4 10-12AWG TERMINAL RING 1/4 10-12AWG	EA	100	1.04	104.00
03-096-001	TERMINAL RING 1/4 14-16AWG TERMINAL RING 1/4 14-16AWG	EA	50	0.85	42.50
03-096-005	TERMINAL RING 3/8 6AWG TERMINAL RING 3/8 6AWG	EA	10	0.42	4.20
03-098-022	TEST LINK, INSULATED, FOR 2POS 2-3/8 TERM BLK TEST LINK, INSULATED, FOR 2POS 2-3/8 TERM BLK	EA	2	1.25	2.50
03-081-005	TRANSFORMER, 115/230V, 50/60HZ TRIAD VPS16-5000 TRANSFORMER, 115/230V, 50/60HZ TRIAD VPS16-5000	EA	1	21.91	21.91
03-098-004	WASHER FLAT, 1/4" WASHER FLAT, 1/4"	EA	300	0.08	24.00
03-095-043	WIRE 6AWG BLK WIRE 6AWG BLK	FT	75	0.65	49.06
03-095-044	WIRE 6AWG RED WIRE 6AWG RED	FT	75	0.64	47.75
03-095-015	WIRE CASE 6AWG THHN GREEN THHN WIRE CASE 6AWG THHN GREEN THHN	FT	50	0.66	33.24
03-029-000	XLC-CROSSING LAMP CONTROLLER W/BASE XLC-CROSSING LAMP CONTROLLER W/BASE	EA	2	982.00	1,964.00
Total Shop Material					13,375.48
10	CAD OPERATOR	HR	25	16.25	406.25
14	PROJECT MANAGER	HR	10	60.00	600.00
11	SIGNAL CHECKER, LEVEL 1	HR	10	28.05	280.50
12	SIGNAL CHECKER, LEVEL 2	HR	5	31.11	155.55
Total Engineering Labor					1,442.30
9	SIGNAL GANG, WIREMAN	HR	60	16.00	960.00
405	WIREMAN, SUPERVISOR	HR	10	31.11	311.10
Total Assembly Labor					1,271.10
17	ACCOUNTING, LEVEL 1	HR	5	16.83	84.15
18	ACCOUNTING, LEVEL 2	HR	5	19.23	96.15
15	MATERIALS MANAGER	HR	10	36.00	360.00
16	WAREHOUSE MANAGER	HR	20	16.50	330.00
Total Administrative Labor					870.30

404	PROJECT CONSTRUCTION MGR	HR	10	16.83	168.30
6	SIGNAL GANG, FOREMAN	HR	40	23.32	932.80
8	SIGNAL GANG, SIGNALMAN	HR	120	16.00	1,920.00
	Total Field Work Labor				3,021.10
32	BORING 4" SCH 80 PVC	LS	1	4,000.00	4,000.00
	Total Sub-contractor				4,000.00
26	BACKHOE, 2WD, 85 HP	HR	20	27.70	554.00
41	EQUIPMENT DELIVERY/PICKUP	LS	1	50.00	50.00
40	FORKLIFT, YALE	HR	6	31.98	191.88
57	MATERIALS CONTAINER	EA	1	750.00	750.00
	Total Equipment				1,645.88
22	EMPLOYEE LODGING	DLY	16	60.00	960.00
21	EMPLOYEE MEALS (PER DIEM)	DLY	16	30.00	480.00
	Total Travel / Per Diem				1,440.00
	G&A Burden for Material				0.00
	G&A Burden for Labor				0.00
	Benefits for Labor				2,576.53
	General Liability Insurance				388.36
	Estimated Freight				2,238.54
	Fixed Fee				0.00

Total Estimated Price: 41,179.46

State Share (50%) = 20,589.73