

29

2009-000016

Route: FAU 1620 (Margaret St.)
Section: 08R-1-P8
County: COOK
Project: RRS-1620(005)
Job No: C-91-110-08
Agreement No: RR108110
DOT/AAR NO. 163 398U

X-12766

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

RECEIVED

AUG 27 2008

Illinois Commerce Commission
RAIL SAFETY SECTION

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 **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 as shown on the attached location map; 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".

SECTION 2. The COMPANY shall prepare the detailed plans (including surveys and other engineering services), and detailed estimates of cost. The detailed plans shall be submitted to the Illinois Commerce Commission (ICC) in accordance with Section 5 of this agreement 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 one year of the fully executed agreement date, the State may provide a written notice to the Company, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the State. 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

properly set up, 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 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) shall apply.

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

SECTION 15. 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 16. 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.

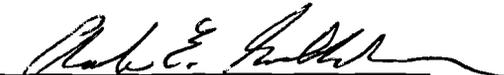
SECTION 17. The "State Required Ethical Standards Governing Contract Procurement" attached hereto as Attachment A, is hereby made a part of this Agreement.

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.

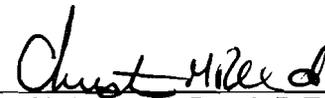
Executed by the COMPANY this 8th
day of July, 2008.

CSX TRANSPORTATION, INC.

By: 
Charles E. Gullakson
Assistant Chief Engineer
Public Projects

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Executed by the STATE this 24th
day of July, 2008.

By: 
Christine M. Reed, P.E.
Director of Highways
Chief Engineer

By: 
Milton R. Sees, P.E.
Secretary of Transportation

Date: 7/20/08

Date: 7-24-08

ATTACHMENT A

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT

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

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

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

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

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

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

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

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

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

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

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

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

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.

Route **FAU 1620 (Margaret St.)**
Section **08R-1-P8**
County **COOK**
Project **RRS-1620(005)**
Job No **C-91-110-08**
Agreement No **RR108110**

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: **CSX TRANSPORTATION, INC.**

DOT/AAR # **163 398U** RR M.P.: **6.77**

Roadway : **MARGARET STREET**

Location: **THORNTON, ILLINOIS**

EXISTING CONDITIONS:

Automatic flashing lights and 1 cantilever

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

- 1. Install new circuitry, flashing LED signals and gates.**
- 2. Upgrade existing cantilever mounted lights to LED's.**
- 3. Provide all Traffic Control necessitated by the project.**
- 4. Incidental work necessary to complete the items hereinabove specified.**

DESCRIPTION OF WORK TO BE DONE BY THE STATE:

- 1. Provide construction engineering**
- 2. Incidental work necessary to complete the items hereinabove specified.**

ATTACHMENTS:

Location Map; COMPANY's Estimate

ESTIMATED RAILROAD COST: \$ *189,291.00*

100% Federal participation

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

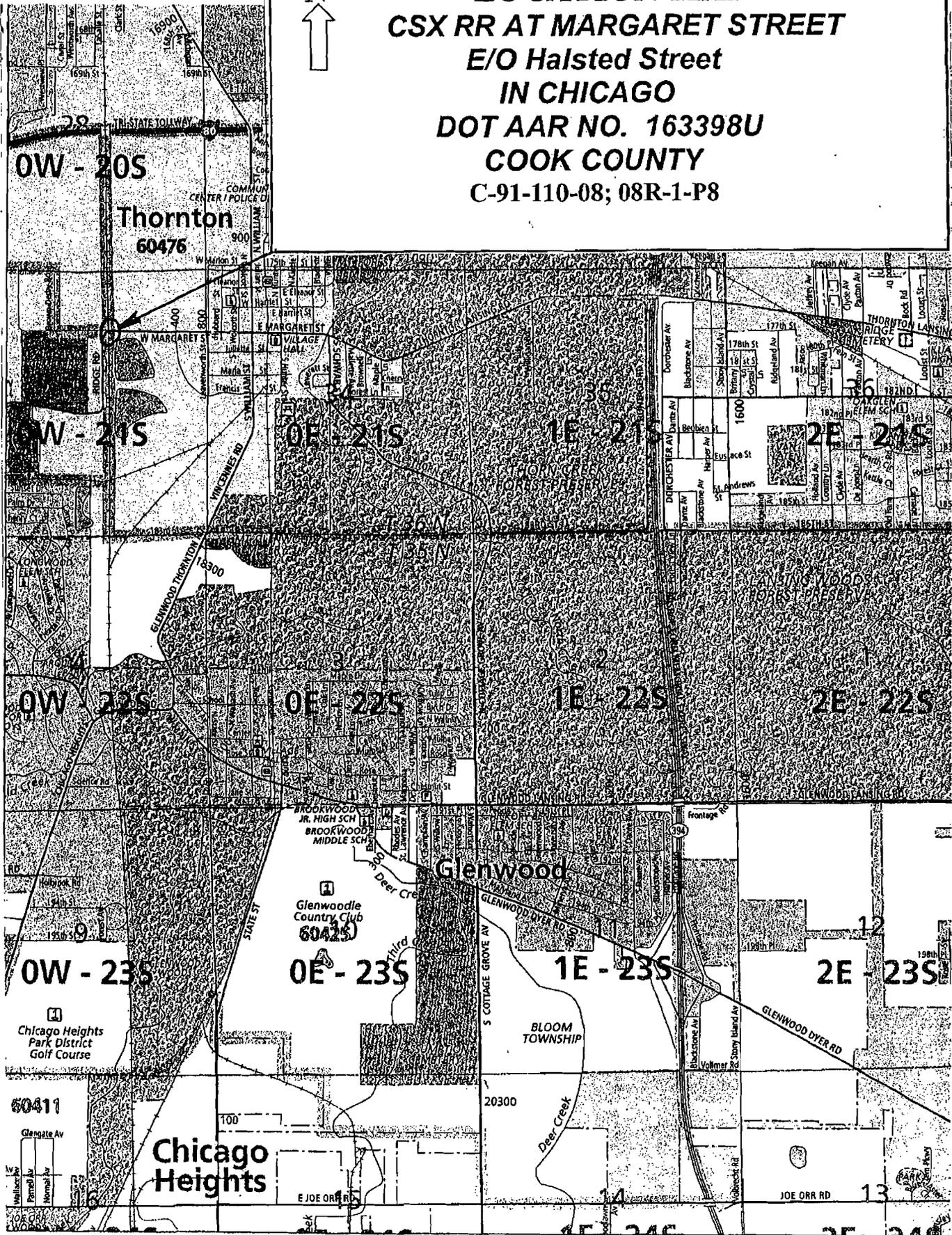
Mr. Andy Rabadi (847) 705-4256
IDOT – District 1
201 West Center Court
Schaumburg, IL 60196-1096

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

SAME AS ABOVE



LOCATION MAP
CSX RR AT MARGARET STREET
E/O Halsted Street
IN CHICAGO
DOT AAR NO. 163398U
COOK COUNTY
C-91-110-08; 08R-1-P8



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

ACCT. CODE : 709 - IL0246

ESTIMATE SUBJECT TO REVISION AFTER:	12/28/2008	DOT NO.: 163398U
CITY: Thornton	COUNTY: Cook	STATE: IL
DESCRIPTION: FAU 1620 (County Ridge Rd/Margaret St) - Installation of new flashing lights and gates and upgrade existing cantilever mounted lights to LEDs		
DIVISION: Western Division	SUB-DIV: Chicago Heights	MILE POST: DB 6.77
AGENCY PROJECT NUMBER: RRS-1620(005) Job No. C-91-110-08		

PRELIMINARY ENGINEERING:

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

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	\$	<u>-</u>

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 165,283

TRACK WORK: (Details Attached) \$ -

ACCOUNTING & BILLING:

040 Labor	\$	2,200
040 Additive 65.54%	\$	1,442
Subtotal	\$	3,642

PROJECT SUBTOTAL \$ 172,082

900 **CONTINGENCIES:** 10.00% \$ 17,208

GRAND TOTAL ***** \$ 189,291

DIVISION OF COST:

Agency	<u>100.00%</u>	\$	189,291
Railroad		\$	-
TOTAL *****		\$	<u>189,291</u>

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: 7/1/2008 REVISED:

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

ACCT. CODE : 709 - IL0246
Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER:	12/28/2008	DOT NO.: 163398U
CITY: Thornton	COUNTY: Cook	STATE: IL
DESCRIPTION: FAU 1620 (County Ridge Rd/Margaret St) - Installation of new flashing lights and gates and upgrade existing cantilever mounted lights to LEDs		
DIVISION: Western Division	SUB-DIV: Chicago Heights	MILEPOST: DB 6.77
DRAWING NO.: DB00677.H01	DRAWING DATE: 5/30/2008	REGION:
AGENCY PROJECT NUMBER: RRS-1620(005) Job No. C-91-110-08		

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			\$ 2,658

CONSTRUCTION ENGINEERING/INSPECTION:

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

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			\$ -

COMMUNICATIONS WORK:

Temporary (Details Attached)		\$ -
Permanent (Details Attached)		\$ -
Subtotal		\$ -

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

ACCT. CODE : 709 - IL0246
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 - IL0246
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					\$	65,963
210	Material - Sales Tax					\$	4,288
220	Material - Shop					\$	-
60	Construction Labor					\$	23,475
65	Shop Labor					\$	800
230	Per Diem					\$	9,240
200	RR Engineering,Preliminary					\$	4,242
200	RR Engineering,Construction					\$	3,521
60	Additives to Construction Labor					\$	17,848
65	Additives to Shop Labor					\$	704
200	Additives to Engineering					\$	3,292
241	Equipment Expense					\$	12,350
241	Waste Management					\$	228
212	Contract Engineering					\$	12,133
211	Freight					\$	4,700
216	AC Power Service					\$	2,500
228	Salvage					\$	(1)
900	Other					\$	-
	Subtotal					\$	165,283
	<u>ACCOUNTING & BILLING:</u>						
40	Labor		11 Days @	\$ 200.00		\$	2,200
40	Additive	65.54%				\$	1,442
	Subtotal					\$	3,642
	<u>PROJECT SUBTOTAL:</u>					\$	172,082
900	<u>CONTINGENCIES:</u>	10.00%				\$	17,208
	GRAND TOTAL *****					\$	189,291

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

ACCT. CODE : 709 - IL0246
Pub EB - IL EB3 (IL)

DIVISION OF COST:

Agency	<u>100.00%</u>	\$ 189,291
Railroad	<u>0.00%</u>	\$ -
TOTAL	*****	\$ 189,291

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: 7/1/2008 REVISED:

ACCT. CODE : 709 - IL0246
Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER: 12/28/2008 **DOT NO.:** 163398U
CITY: Thornton **COUNTY:** Cook **STATE:** IL
DESCRIPTION: FAU 1620 (County Ridge Rd/Margaret St) - Installation of new flashing lights and gates and
upgrade existing cantilever mounted lights to LEDs
DIVISION: Western Division **SUB-DIV:** Chicago Hei **MILEPOST:** DB 6.77
DRAWING NO.: DB00677.H01 **DRAWING DATE:** 5/30/2008
AGENCY PROJECT NUMBER: RRS-162

SIGNAL WORK:

210 Material - Field & Consumables	\$	65,963
210 Material - Sales Tax	\$	4,288
220 Material - Shop	\$	-
60 Construction Labor	\$	23,475
65 Shop Labor	\$	800
230 Per Diem	\$	9,240
200 RR Engineering,Preliminary	\$	4,242
200 RR Engineering,Construction	\$	3,521
60 Additives to Construction Labor	\$	17,848
65 Additives to Shop Labor	\$	704
200 Additives to Engineering	\$	3,292
241 Equipment Expense	\$	12,350
241 Waste Management	\$	228
212 Contract Engineering	\$	12,133
211 Freight	\$	4,700
216 AC Power Service	\$	2,500
228 Salvage	\$	(1)
900 Other	\$	-
Subtotal	\$	165,283

ESTIMATE SUBJECT TO REVISION AFTER: 12/28/08 **DOT NO.:** 163398U
CITY: Thornton **COUNTY:** Cook **STATE:** IL
DESCRIPTION: FAU 1620 (County Ridge Rd/Margaret St) - Installation of new flashing lights and gates and upgrade existing ca
DIVISION: Western Division **SUB-DIV:** Chicago Heights **MILEPOST:** DB 6.77
DRAWING NO.: DB00677.H01 **DRAWING DATE:** 5/30/2008 **REGION:**
AGENCY PROJECT NUMBER: RRS-162

Amount		
Task	Task Desc	Total
40	Labor General Office	\$3,642
50	Labor Roadway	
60	Labor Signal	\$41,323
65	Labor Signal1	\$1,504
70	Labor Transportation	
200	Labor NonContract	\$12,978
210	Invoice Material	
	Material - Field & Consu	\$70,251
211	Invoice Freight	\$4,700
212	Invoice Contract Eng	\$13,133
215	Invoice Misc	
216	Invoice Utilities	\$2,500
220	Material New	
	Material - Shop	
228	Scrap Credit	-\$1
230	ExpenseRpts	\$9,475
241	Invoice Rental	\$12,578
900	Other	
900	Contingencies	\$17,208
	Material New	
Grand Total		\$189,291

Estimate No. 113843
CSX Transportation

County Ridge Rd. (Margaret St.) - Installation of FLS&G & Upgrade CFLS
Thornton, IL

DOT: 163398U

OP: IL0246

CSX Project: IL2008015

Summary

Material	\$ 65,963
Sales Tax	\$ 4,288
Labor:	
Construction Labor (88 man-days).....	\$ 23,475
Shop Labor (5 man-days).....	\$ 800
Subsistence (88 man-days).....	\$ 9,240
Railroad Engineering, Preliminary	\$ 4,242
Railroad Engineering, Construction	\$ 3,521
Additives to Construction Labor	\$ 17,848
Additives to Shop Labor	\$ 704
Additives to Engineering	\$ 3,292
Equipment Expenses (19 work days).....	\$ 12,350
Waste Management (19 work days).....	\$ 228
Contract Engineering	\$ 12,133
Freight	\$ 4,700
Poleline Removal	\$ 0
AC Power Service	\$ 2,500
Salvage	\$ -1
<hr/>	
TOTAL ESTIMATE COST	\$ 165,283

Date: 06/26/2008

Estimated By: Warren Wroten

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

Shop Material List for CSX Project: IL2008015 (Effective: 06/26/2008)
Installation of FLS&G & Upgrade CFLS
Thornton, IL - DB 6.77

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	11.00	6	66.00	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017125	1	3.54	6	21.24	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	41.16	1	41.16	PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH
020-0022701	1	65.00	28	1820.00	ARRESTER HYBRID LOW VOLTAGE 0-30V DC OR 0-24V AC RATED AT
020-0025595	1	20.72	1	20.72	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	16.12	2	32.24	PLATE RELAY MOUNTING FOR 2 EACH TYPE KHAU OR OCTAL RELAY
020-0660077	1	568.96	1	568.96	ARRESTER GE 9L10KAC213 FOR 240 VOLT SINGLE PHASE 3 WIRE
020-0770060	1	12.66	8	101.28	ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA
020-0770105	1	22.40	2	44.80	ARRESTER HARMON 202217-000 AGE-1 TRACK AIR GAP EQUALIZER
020-1940055	1	8.50	1	8.50	CONTAINER TUBE HOLDER CIRCUIT PRINT PLAN 24" SCHD 20 4" PVC
020-2503079	1	477.60	2	955.20	MODULE SAFETRAN GROUND FAULT DETECTOR (A80297-2) USED WITH
020-2503090	1	839.79	1	839.79	CONVERTER PROTOCOL/MEDIA WAYSIDE ACCESS GATEWAY (WAG)
020-2503200	1	768.82	1	768.82	KIT SAFETRAN GCP-4000 ILOD PKG. FOR USE WITH SEAR-III
020-2503202	1	1064.85	1	1064.85	KIT SAFETRAN GCP-4000 KEY DOWN PACKAGE ADDS REMOTE KEY
020-2503210	1	14133.99	1	14133.99	PREDICTOR SAFETRAN GCP-4000 2-TRK DUAL CASE W/RECORDER
020-2901190	1	11.39	3	34.17	RELAY POTTER BRUMFIELD KHAU-17A12-120 (NEWARK P/N
020-3430130	1	316.80	1	316.80	RELAY SAFETRAN 400023 500 OHMS CONTACTS 6FB HEAVY DUTY
020-3652615	1	30.36	1	30.36	RESISTOR ADJUSTABLE 0.340 TO 3.00 OHMS 2.24A 15W SAFETRAN

**Shop Material List for CSX Project: IL2008015 (Effective: 06/26/2008)
Installation of FLS&G & Upgrade CFLS
Thornton, IL - DB 6.77**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-4200100	1	6.04	2	12.08	CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.59	8	12.72	LINK TEST ASSEMBLY 1" CENTERS YELLOW INSULATOR ON OFFSET
020-4200350	1	2.04	14	28.56	LINK TEST ASSEMBLY 2-3/8" CENTERS YELLOW INSULATOR ON
020-8000067	1	14.49	2	28.98	LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK
022-8005160	1	601.05	1	601.05	KIT CDMA AND VHF RADIO MATERIAL FOR USE WITH CSX
Total Cost: \$				29,901.26	

Field Material List for CSX Project: IL2008015 (Effective: 06/26/2008)
Installation of FLS&G & Upgrade CFLS
Thornton, IL - DB 6.77

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0013475	1	1.84	2	3.68	CONNECTOR TRACK "CHICKEN HEAD" WITH 3/16" BOND STRAND
020-0013908	1	7.18	350	2513.00	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0052475	1	11.20	4	44.80	ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING
020-0053220	1	2.60	150	390.00	CABLE POWER UG 3 COND NO 6 AWG - SHOW LENGTH ON EACH
020-0054075	1	1052.70	2	2105.40	GATE SAVER COMPLETE WITH SHEAR PIN AND RETURN SPRING
020-0055421	1	18.61	6	111.66	BRACKET SIGN 4" OR 5" MAST W/1/2" U-BOLT FOR ALL SIGNS
020-0056678	1	5087.31	2	10174.62	SIGNAL 0221-L GCWD GATE ASSY DWG SS222 INCLS ADJ 19 TO 28
020-0056681	1	1020.56	2	2041.12	SIGNAL GCWD CANTILEVER FLASHER ASSY ONLY INCLUDES 2
020-0057275	1	1.22	350	427.00	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"
020-1153550	1	2.74	8	21.92	CLIP TRACK WIRE RETAINER UNIVERSAL RAIL BASE WRAP
020-1360014	1	756.03	1	756.03	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-1360016	1	20.60	1	20.60	PACKAGE SAFETY FOR BURCO CONTAINERS COMPLETE WITH ONE
020-1360103	1	1381.37	1	1381.37	LAYOUT METER SERVICE WITH 25' POLE CSX DWG SS351 SH 2 ITEMS
020-1501690	1	7.03	250	1757.50	CABLE UG 9 COND NO 6 AWG SOLID C CSX SPEC SS796 SHOW
020-2503077	1	369.08	2	738.16	BELL SAFETRAN ELECTRONIC BELL AND SENSOR UNIT (A80301-2)
020-2503078	1	114.39	2	228.78	MODULE SAFETRAN GATE TIP SENSOR (A80281-2) USE WITH
020-2503092	1	20.93	2	41.86	KIT GATE TIP SENSOR RETAINING BRACKET INSTALLATION KIT,
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	1.59	32	50.88	LINK TEST ASSEMBLY 1" CENTERS YELLOW INSULATOR ON OFFSET
020-4200900	1	0.22	8	1.76	CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-4201042	1	0.20	40	8.00	NUT HEX BINDING (RSA NUT) AAR 14.1.11-6 14-24 NS-2 THD CONE

**Field Material List for CSX Project: IL2008015 (Effective: 06/26/2008)
 Installation of FLS&G & Upgrade CFLS
 Thornton, IL - DB 6.77**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-4201043	1	0.18	250	45.00	NUT HEX CLAMP (FLAT NUT) AAR 14.1.11-7 14-24 NS-2 THD FLAT
020-4201044	1	0.10	200	20.00	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	13.49	1	13.49	BREAKER CIRCUIT SQ D QO235
360-0006100	1	35.07	1	35.07	STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT
360-0800145	1	4.25	1	4.25	BROOM WAREHOUSE CORN HVY DUTY ID300
Total Cost: \$				28,398.07	

Consumables List for CSX Project: IL2008015 (Effective: 06/26/2008)
Installation of FLS&G & Upgrade CFLS
Thornton, IL - DB 6.77

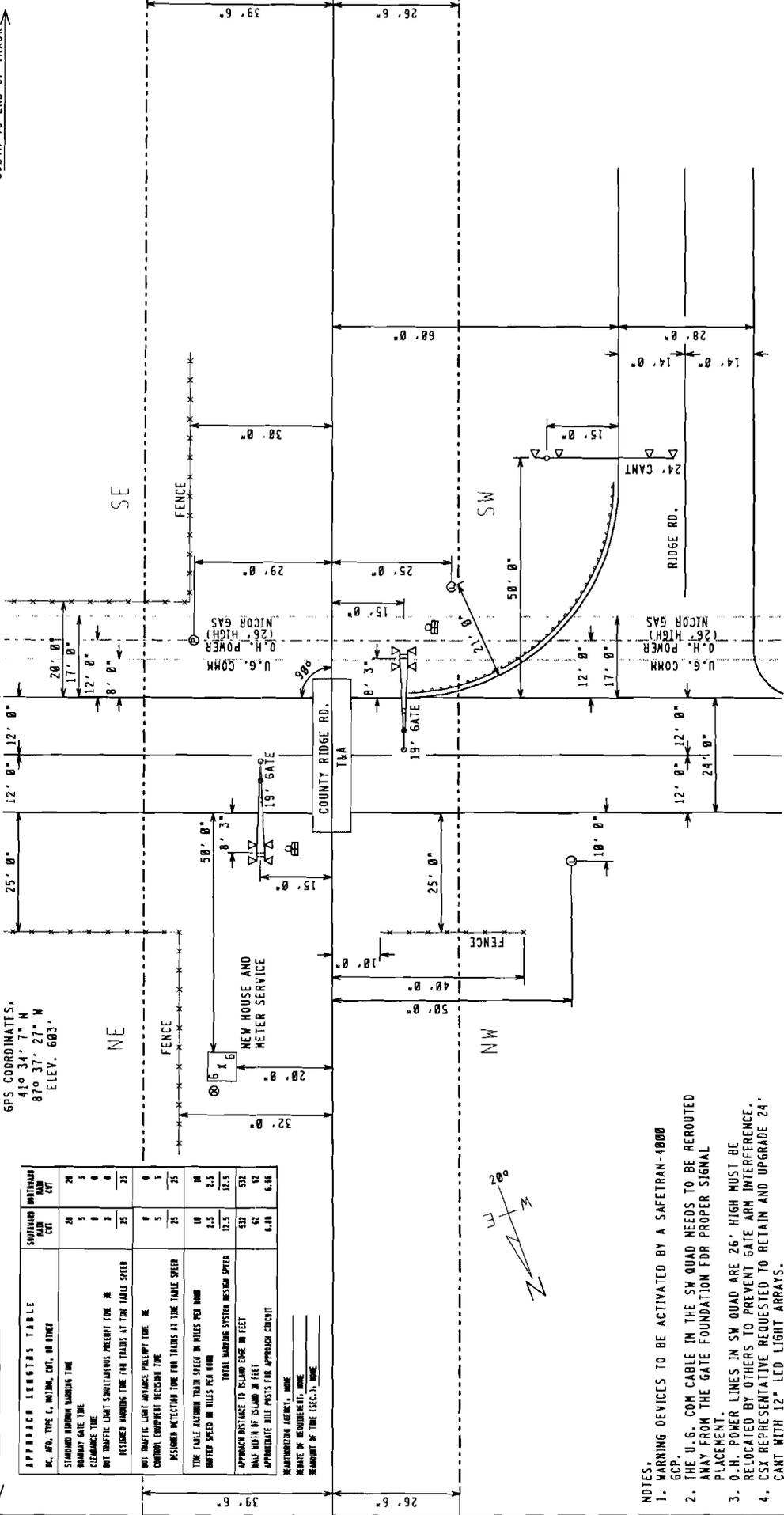
Catalog Num	Cond	Unit Price	Qty	Cost	Description
N/A		500.00	1	500.00	CELLULAR MODEM RAVEN AIR LINK COMMUNICATIONS
N/A		50.00	40	2000.00	FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00	WALKWAY ROCK, 10 CUBIC YARD
020-0017605	1	0.30	350	105.00	WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE P/N
020-0017607	1	0.72	500	360.00	WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017625	1	0.44	150	66.00	WIRE CASE TWISTED PAIR AWG #14 FLEX TWIST 2 TURNS PER FT
020-0017630	1	0.13	200	26.00	WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL
020-0017635	1	0.80	130	104.00	WIRE (DO NOT ORDER, USE 020.0017636.1) SIGNAL DEL 018
020-0028610	1	0.41	100	41.00	TERMINAL AMP 35628 RING YELLOW PLASTI-BOND HVY DUTY
020-1710045	1	3.13	250	782.50	CONDUIT SDR 13.5 4" ORANGE POLYETHYLENE TRENCHLESS
020-2060072	1	778.40	2	1556.80	FOUNDATION HELICAL SCREW-IN ASSEMBLY 7' X 10" COMPLETE
020-2060074	1	571.20	2	1142.40	EXTENSION 10" X 3' USE WITH XING GATE AND SIGNAL MAST
020-3261970	1	9.41	2	18.82	DECAL (DO NOT ORDER, CALL SIGNAL SHOP) ASSY 2" BLACK
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	0.47	120	56.40	TERMINAL AMP 35627 RING BLACK PLASTI-BOND WIRE SIZE 10-12
020-4251290	1	0.59	30	17.70	TERMINAL AMP 322051 WIRE BLUE WIRE SIZE NO 6 AWG 1/4" STUD
020-4251295	1	0.71	6	4.26	TERMINAL AMP 322007 WIRE 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: \$				7,663.82	

532' APPROACH AT 18 M.P.H. = 25.8 SECONDS (MINIMUM)

532' APPROACH AT 18 M.P.H. = 25.8 SECONDS (MINIMUM)

SOUTH TO END OF TRACK

NORTH TO HARVEY JCT.



GPS COORDINATES,
41° 34' 7" N
87° 37' 27" W
ELEV. 603'

APPROACH LENGTHS TABLE	SWITCHING TIME (SEC)	MINIMUM CLEARANCE (FT)
MC. ARA. TYS. C. INITIAL. CRT. IN OTHER	24	24
STANDARD WARNING WARNING TIME	5	5
PLANNING GATE TIME	0	0
COLLAPSE TIME	0	0
NOT TRAFFIC LIGHT SIMULTANEOUS PREEMPT TIME	0	0
RESUMED WARNING TIME FOR TRAINS AT THE TABLE SPEED	25	25
NOT TRAFFIC LIGHT ADVANCE PREEMPT TIME	0	0
CONTROL EQUIPMENT RESPONSE TIME	5	5
RESUMED DETECTION TIME FOR TRAINS AT THE TABLE SPEED	25	25
TIME TABLE ADVANCE TRAIN SPEED IN MILES PER HOUR	10	10
MINUTE SPEED IN MILES PER HOUR	2.5	2.5
TOTAL WARNING SYSTEM DESIGN SPEED	12.5	12.5
APPROACH DISTANCE TO ISLAND FENCE IN FEET	532	532
ISLAND FENCE TO ISLAND IN FEET	62	62
APPROXIMATE WHEEL SPACINGS FOR APPROACH CIRCUIT	6.0	6.0

MC. AUTHORIZING AGENCY, NONE
MC. DATE OF REQUIREMENT, NONE
MC. AMOUNT OF TIME (SEC.), NONE

- NOTES:
1. WARNING DEVICES TO BE ACTIVATED BY A SAFETRAM-4000 GCP.
 2. THE U.G. COM CABLE IN THE SW QUAD NEEDS TO BE REROUTED AWAY FROM THE GATE FOUNDATION FOR PROPER SIGNAL PLACEMENT.
 3. O.H. POWER LINES IN SW QUAD ARE 26' HIGH MUST BE RELOCATED BY OTHERS TO PREVENT GATE ARM INTERFERENCE.
 4. CSX REPRESENTATIVE REQUESTED TO RETAIN AND UPGRADE 24' CANT WITH 12" LED LIGHT ARRAYS.

FILE NAME, DB00677-H01	REVISION DATES	PRODUCED FOR, CSX TRANSPORTATION	PRODUCED BY, SAFETRAM SYSTEMS	LEGEND	GUARD RAIL	METER SERVICE	STREET NAME, COUNTY RIDGE RD. (MARGARET ST.)
DATE DRAWN, 5-30-2008		RAIL TRANSPORT GROUP ENGINEERING	7715 BAYMEADOWS WAY	CSX ROW	O.H. POWER	POLE	CITY & STATE, THORNTON, IL
DRAWN BY, GARY CARLEE		COMMUNICATIONS AND SIGNALS	JACKSONVILLE, FL 32256	R/R POLE LINE	FENCE	FIRE PLUG	PROJECT #, IL2008015
CHECKED BY, ERNESTO PROSPERO				GAS	WATER	SEWER CAP	OP #, IL0246
ISS #, JXX006635				FIBER OPTIC	SEWER	GAS VENT	IDOT #, 163398U

PROPOSED CROSSING LAYOUT
SCALE: 1" = 20'