

Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

2009-000005

May 28, 2008

RECEIVED
MAY 30 2008

SUBJECT: PRELIMINARY ENGINEERING

Grade Crossing Agreement
FAU 3593 (Lincoln Ave)
Section 08R-1-P4
Project No. RRP-3593(004)
Job No. C-91-106-08
Cook County

IHB RR
DOT/AAR No. 163 612W
Mile Post 10.50
Agreement No. RR108106

Illinois Commerce Commission
RAIL SAFETY SECTION

Mr. Nick Montagano
Chief Engineer – Maintenance of Way
Indiana Harbor Belt Railroad Company
2721-161st Street
Hammond, IN 46323-1099

X-12740

Dear Mr. Montagano:

As requested by your May 9, 2008 letter, we are transmitting your company's original of the fully-executed agreement for the subject project.

The detailed estimate of cost in the total amount of \$197,347.00 covering your force account work at the subject grade crossing has been reviewed and is satisfactory.

Upon approval of a form 1 or form 3 petition by the Illinois Commerce Commission, your company is hereby authorized to assemble its materials and to proceed with its work as outlined on Exhibit A in the attached agreement.

Prior to scheduling actual construction activities, you are required to notify Mr. Andy Rabadi at our District One office at 201 West Center Court, Schaumburg, Illinois 60196-1096, telephone (847) 705-4256, as specified on Exhibit A of the attached agreement.

This authorization to proceed is given with the condition that the NATIONAL GRADE CROSSING INVENTORY UPDATE FORM OMB-2130-0017 (FRA F-6180.71) be filed with the Director of Processing, Transportation Division, Illinois Commerce Commission within 5 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

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cc: Diane M. O'Keefe (R-1), Attn: Jose Dominguez (D-1)
Debbie Marks - Attn: Project Control
Michael E. Stead, ICC

Design & Environment File
Unit File

Route: **FAU 3593 (Lincoln Ave)**
Section: **08R-1-P4**
County: **COOK**
Project: **RRP-3593(004)**
Job No: **C-91-106-08**
Agreement No: **RR108106**
DOT/AAR NO. **163 612W**

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
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 **INDIANA HARBOR BELT RAILROAD COMPANY**, 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 **36-6001389** and the COMPANY is doing business as a corporation.

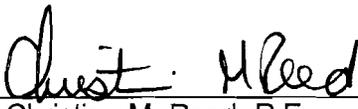
Executed by the COMPANY this 8th
day of May, 2008.

**INDIANA HARBOR BELT
RAILROAD COMPANY**

By: 

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Executed by the STATE this 27th
day of May, 2008.

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

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

Date: 5/21/08

Date: 5/27/08

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.

Drug Free Workplace. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the COMPANY is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The COMPANY certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the COMPANY's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the COMPANY's policy of maintaining a drug free workplace; any

available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

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 30 ILCS 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 3593 (Lincoln Ave)**
Section **08R-1-P4**
County **COOK**
Project **RRP-3593(004)**
Job No **C-91-106-08**
Agreement No **RR108106**

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: **INDIANA HARBOR BELT RAILROAD COMPANY**

DOT/AAR # **163 612W** RR M.P.: **10.5**

Roadway : **LINCOLN AVENUE**

Location: **DOLTON, ILLINOIS**

EXISTING CONDITIONS:

Automatic flashing lights, gates and cantilevers

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

- 1. Install new circuitry and upgrade all incandescents to LED's.**
- 2. Provide all Traffic Control necessitated by the project.**
- 3. 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: \$ 197,347.00
100% Federal participation; State to pay material cost ONLY on LED's.

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

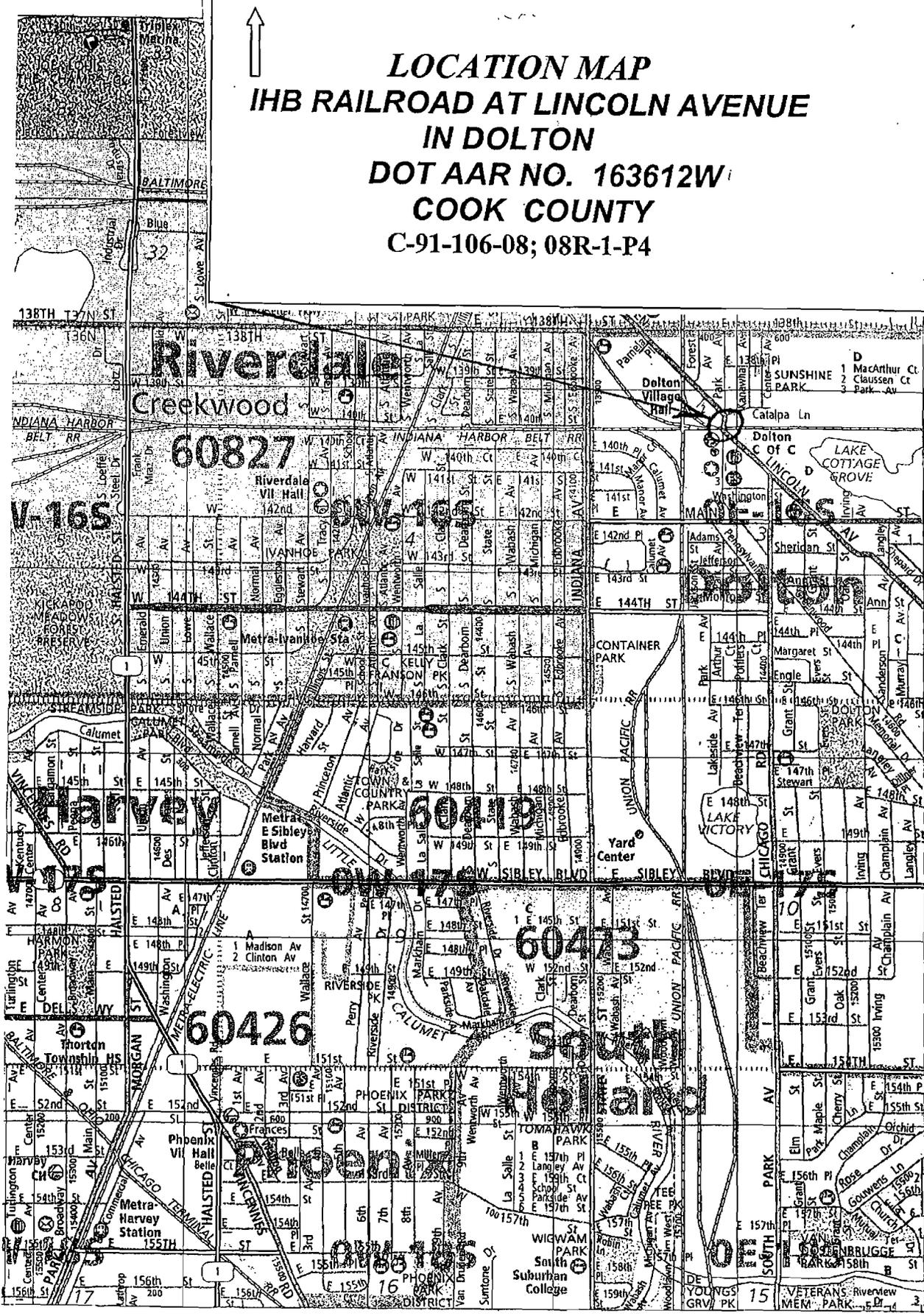
Mr. Andy Rabadi (847) 705-4256
IDOT - District 1
201 West Center Court
Schaumburg, IL 60196-1096

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

SAME AS ABOVE



LOCATION MAP
IHB RAILROAD AT LINCOLN AVENUE
IN DOLTON
DOT AAR NO. 163612W
COOK COUNTY
C-91-106-08; 08R-1-P4





INDIANA HARBOR BELT RAILROAD COMPANY
 COMMUNICATIONS AND SIGNAL DEPARTMENTS
 CONSTRUCTION ESTIMATE

SAFETY IS OUR PRIORITY
 SERVICE IS OUR SPECIALTY

A/E / CONTRACT: _____ COMPLETION DATE: _____

INTERLOCKING: DOLTON TOWER MILEPOST: _____

STREET: LINCOLN AVENUE DOT/AAR NO.: 163 ⁶/₁₂ W

CITY: DOLTON COUNTY: COOK STATE: ILLINOIS

STATE PROJECT NO.: _____

CITY PROJECT NO.: _____

PROJECT: UPGRADE GRADE CROSSING WARNING SYSTEM

PROJECT SUMMARY			
MATERIAL:		1,000	
MATERIAL ADDITIVES:	1% OF MATERIAL COST	<u>10</u>	
TOTAL MATERIAL:			1,010
LABOR (IHB FORCES)			
	INSTALLATION	12,000	
	INSPECTION (PRE TEST)	400	
	IN SERVICE TESTING (CUT OVER)	<u>1,600</u>	
RAW LABOR:		14,000	
LABOR ADDITIVES:	ADDITIVE RATE: <u>74.68%</u>	<u>10,455</u>	
TOTAL LABOR:			24,455
CONTRACT WORK:			
	C&S PRELIMINARY ENGINEERING	0	
	C&S DESIGN and PREWIRED EQUIPMENT	138,108	
	OUTSIDE PARTY WORK - BORING	<u>5,000</u>	
TOTAL CONTRACT WORK:			143,108
EQUIPMENT RENTAL:		5,187	
EQUIPMENT ADDITIVES:	ADDITIVE RATE: <u>108.86%</u>	<u>5,646</u>	
TOTAL EQUIPMENT:			10,833
		SUBTOTAL:	179,407
CONTINGENCIES:	10% OF TOTAL PROJECT COST		<u>17,941</u>
		TOTAL PROJECT COST:	\$197,347

OFFICE OF THE ENGINEER - COMMUNICATIONS AND SIGNALS
 HAMMOND, INDIANA

TOTAL MATERIAL COST: 1,000.00

INDIANA HARBOR BELT RAILROAD COMPANY
COMMUNICATIONS AND SIGNAL DEPARTMENTS
CONSTRUCTION ESTIMATE



INDIANA HARBOR BELT RAILROAD COMPANY
COMMUNICATIONS AND SIGNAL DEPARTMENTS
CONSTRUCTION ESTIMATE

SAFETY IS OUR PRIORITY
SERVICE IS OUR SPECIALTY

AFE / CONTRACT: 0

CONSTRUCTION LABOR

INSTALLATION

<u> 6 </u>	GANG DAYS @	\$2,000.00	PER DAY	12000.00	
					12000.00

INSPECTION (PRE-TEST)

INSPECTION

<u> 2 </u>	GANG DAYS @	\$2,000.00	PER DAY	0.00	
	MAN DAYS @	\$200.00	PER DAY	<u>400.00</u>	
					400.00
					400.00

IN-SERVICE TESTING (CUT OVER)

IN-SERVICE TESTING

<u> 0.5 </u>	GANG DAYS @	\$2,000.00	PER DAY	1000.00	
<u> 3 </u>	MAN DAYS @	\$200.00	PER DAY	<u>600.00</u>	
					1600.00
					<u>1600.00</u>

TOTAL LABOR COST: 12400.00



2400 Nelson Miller Parkway
Louisville, KY 40223

Phil Buckingham
INDIANA HARBOR BELT RAILROAD
2721 161st Street
Hammond, IN 46323-1099

EST. NO.: XP-4147
REV. NO. 1
DATE: March 23, 2007
SHEET: 1 OF 1

To provide material, engineering, shop wiring and testing of Highway Grade Crossing Signal System listed below. See crossing listed below. Price does not include sales tax if applicable. See attached material list for further information. Installation by others.

Highway Grade Crossing Signal Systems

			Est. No.	Totals
1.	1 lot	PARK AND LINCOLN AVE. - DOLTON, IL DOT 163 312 W	XP-3793	\$138,108.21

- Total price in U.S. Funds: **\$138,108.21**
- Freight cost is estimated. Actual freight costs to be billed separately.
- This quotation is valid for 60 days.
- The equipment/services associated with this quote are subject to credit approval by SSC Finance Dept.
- Safetran has not included cost for any item or service not expressly listed in this quote.
- Safetran will not accept any consequential damages, liquidated damages, penalties, or damages for delays, for any of the work associated with this quote
- Anticipated Delivery: 90-120 Days ARO.
Systems Corporation after receipt of order/contract.
- Quotation made by - Safetran Systems Corporation
2400 Nelson Miller Parkway, Louisville, KY 40223
- See Terms and Conditions of Sale for further information.

James R. Sneed
Digitally signed by James R. Sneed
DN: cn=James R. Sneed, o=Safetran Systems Corporation,
ou=Marketing - Engineering, email=james.r.sneed@safetran.com
Please: I am approving this document
Date: 2007.03.23 09:32:18 -0400

SIGNED:

cc: Bill Costello

JOHN J. PALJUG, VP of MARKETING, SALES AND SERVICE

IHB
 PARK AND LINCOLN AVE.
 DOLTON, IL

ITEM	PART NUMBER	HOUSE MATERIAL	QTY.	UNIT	TOTAL
1	T16559	HOUSE, 8X6 ALUM, PTMW, FARADAY	1.00	\$11,653.56	\$11,653.56
2	82C0-80460-00210	4000GCP/SSCC/SEARII - 6 TRACK REDUNDANT BOX	1.00	\$67,184.00	\$67,184.00
3	A80271	ILOD FOR SEAR II	2.00	\$455.90	\$911.80
4	003314-T10527	RACK, EQUIPMENT 7' TALL X 23"	2.00	\$472.97	\$945.94
5	230116-T03116	SCREW, MACH. #12-24 X 1/2" PAN	100.00	\$0.09	\$9.00
6	230145-T03351	WASHER, LOCK SPRING #12 STAINL	10.00	\$0.01	\$0.10
7	005314-T09894	BAR, WIRE TIE,ALUMINUM,FOR 23"	12.00	\$4.53	\$54.36
8	Z927-04861-0000	CHARGER, SAFETRAN MODEL SJ-20,	1.00	\$594.61	\$594.61
9	Z927-04863-0040	CHARGER, SAFETRAN MODEL SJ-40,	1.00	\$772.12	\$772.12
10	023612-1X	TERMINAL BLOCK,2-3/8" CENTER,	8.00	\$4.85	\$38.80
11	023274-501X	BLOCK, TERMINAL 12	6.00	\$13.25	\$79.50
12	023408-1X	NUT, INSULATED	8.00	\$4.95	\$39.60
13	022700-1X	EQUALIZER WITHOUT BASE	20.00	\$15.41	\$308.20
14	022585-1X	ARRESTER, HEAVY DUTY CLEARVIEW	40.00	\$37.79	\$1,511.60
15	021624-3	BONDSTRAND, INSULATION 3/32" D	250.00	\$0.68	\$170.00
16	099056-T01379	WIRE, #10 OKONITE T.C.BLUE #11	1500.00	\$0.31	\$465.00
17	099056-T01538	WIRE, #16 OKONITE T.C.BLUE #11	800.00	\$0.16	\$128.00
18	024620-1X	LINK, TEST 1" CENTERS W/GOLD &	80.00	\$1.97	\$157.60
19	409130-T09235	ARRESTER, AC SURGE PROTECTOR,	1.00	\$126.54	\$126.54
20	91042-19	PANEL, CABLE TERMINATION 23" W	2.00	\$250.26	\$500.52
21	053222-T10647	RELAY, P&B, KHAU17A12, 120 VAC	1.00	\$10.74	\$10.74
22	054222-T10649	TERMINAL, SURFACE MOUNT, SCREW	1.00	\$10.93	\$10.93
23	053222-T10648	SPRING, HOLD DOWN, P&B #20C297	1.00	\$0.63	\$0.63
24	311033-T02207	30 AMP SQ D 130	1.00	\$8.55	\$8.55
25	311033-T02220	20 AMP SQ D 120	1.00	\$8.55	\$8.55
26	8A299-6	DIODE, FOR CN RAIL JOBS	2.00	\$17.11	\$34.22
27	T15514	CABLE, 2 CONDUCTOR 18 AWG	75.00	\$0.20	\$15.00
28	029603-1X	RESISTOR, ADJ. 4.0 OHM, W/PORC	1.00	\$35.89	\$35.89
29	T13649	LIGHT, GEM POWER OFF, B-HIVE T	1.00	\$34.96	\$34.96
30	099483-T10439	WIRE, 2C #14, ONE BLACK ONE WH	150.00	\$0.23	\$34.50
31	400020	RELAY, TYPE "ST" NEUTRAL	2.00	\$612.07	\$1,224.14
32	420000-40X	SOCKET ASSEMBLY FOR "ST" RELAY	2.00	\$47.53	\$95.06
33	420000-46X	TEST POST KIT, VOLTAGE FOR "ST	2.00	\$9.70	\$19.40

ITEM	PART NUMBER	GROUND MATERIAL	QTY.	UNIT	TOTAL
1	030399-16X	PADLOCK, HEXAGON OR SPANNER W/	4.00	\$18.43	\$73.72
2	400999-T12417	CONNECTOR, WELDED FAR RAIL	18.00	\$65.11	\$1,171.98
3	400999-T12416	CONNECTOR, WELDED NEAR RAIL	18.00	55.28	\$995.04
4	112152-T00242	ROD, GROUND 5/8" X 8', MANUFAC	4.00	\$8.29	\$33.16
5	112026-T01958	CONNECTION,1-SHOT CADWELD #SBN	4.00	\$7.40	\$29.60
6	400999-T00027	WIRE, #6 SOLID SOFT DRAWN COPP	150.00	\$0.41	\$61.50
7	8V617-F	DUMMY LOAD	2.00	\$50.44	\$100.88
8	T13997	SHUNT HOUSING, HOUSES 1 SHUNT,	5.00	\$223.59	\$1,117.95
9	62775-1543	SHUNT, NARROW BAND MULTI-FREQU	5.00	\$517.01	\$2,585.05
10	409123-T06750	BATTERY,GNB ABSOLYTE,1-50A13, 312 A.H.	8.00	\$282.96	\$2,263.68
11	T12730	BATTERY,GNB ABSOLYTE,1-50A19, 472 A.H.	8.00	\$407.19	\$3,257.52
12	8A065A	BATTERY CHOKE	7.00	\$222.13	\$1,554.91
13	099056-T00379A	CABLE, U.G. 2C #6 TW. #113-1	4500.00	\$1.54	\$6,930.00
ITEM	PART NUMBER	SIGNAL MATERIAL - GATES/CANTS.	QTY.	UNIT	TOTAL
1	T16576	KIT, LED GATE LAMP, COMPLETE	4.00	196.56	\$786.24
2	042975-7	FLX-4000 RETRO FIT KIT	20.00	\$318.16	\$6,363.20

Notes:
 Replace All Incandescent Lights With LED's.
 Cable Quantities Are Estimated.

Material: \$114,507.85
 Shop Labor: \$11,700.56
 Eng. Labor: \$5,799.79
 Freight: \$6,100.00
 Total: \$138,108.21