

2009-000014

Route: FAP 836 (IL 49)
Section: 08R-5-P1
County: Edgar
Project: RRP-0836(026)
Job No: C-95-066-07
Agreement No: RR507066
DOT/AAR NO. 154 503U

X-12764

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 3rd
day of July, 2008.

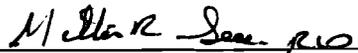
CSX TRANSPORTATION, INC.

By: 
Charles E. Gullakson
Assistant Chief Engineer
Public Projects

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Executed by the STATE this 11th
day of August, 2008.

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

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

Date: 8-11-08

Date: 8-11-08

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 **FAP 836 (IL 49)**
Section **08R-5-P1**
County **Edgar**
Project **RRP-0836(026)**
Job No **C-95-066-07**
Agreement No **RR507066**

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: **CSX TRANSPORTATION, INC.**

DOT/AAR # **154 503U** RR M.P.: **222.78**

Roadway : **IL Route 49**

Location: **East of Newman, Illinois**

EXISTING CONDITIONS:

Automatic flashing lights only

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

- 1. Upgrade existing Safetran 585 controller to PMD 3R controller.**
- 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: \$ *17,794 (8,938.00 Material)*
100% Federal participation; **state to pay material cost ONLY.**

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

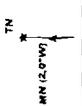
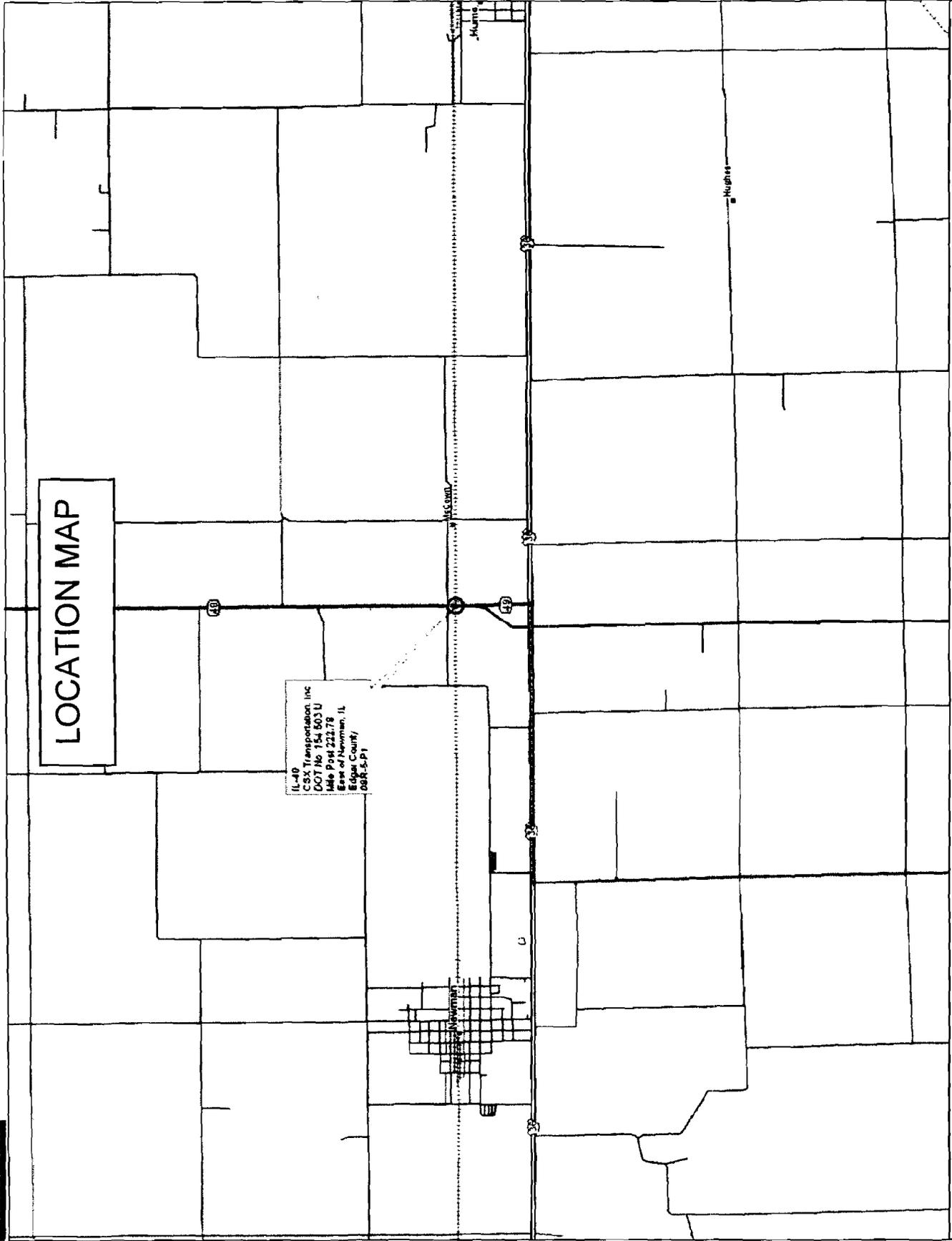
Mr. Bart Sherer (217) 466-7317
IDOT – District 5
P.O. Box 610
Paris, IL 61944

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

SAME AS ABOVE

LOCATION MAP

IL-40
CSX Transportation, Inc.
DOT No. 754 503U
Mile Post 222.78
East of Newman, IL
Essex County
08R-S-P1



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

ACCT. CODE : 709 - IL0254

ESTIMATE SUBJECT TO REVISION AFTER:	1/25/2009	DOT NO.: 154503U
CITY: Hume	COUNTY: Douglas	STATE: IL
DESCRIPTION: Upgrade existing controller to a PMD 3R at FAP 836 (IL 49)		
DIVISION: Midwest Division	SUB-DIV: Decatur	MILE POST: BD 222.78
AGENCY PROJECT NUMBER: Job No. C-95-066-07		

PRELIMINARY ENGINEERING:

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

CONSTRUCTION ENGINEERING/INSPECTION:

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

FLAGGING SERVICE: (Contract Labor)

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

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 17,297

TRACK WORK: (Details Attached) \$ -

ACCOUNTING & BILLING:

040 Labor		\$	300
040 Additive	65.54%	\$	197
Subtotal		\$	497

PROJECT SUBTOTAL

		\$	17,794
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900 **CONTINGENCIES:**

		\$	-
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GRAND TOTAL *****	\$	17,794
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DIVISION OF COST:

Agency	100.00%	MATERIAL ONLY	\$	8,938
Railroad	100.00%	NON MATERIAL - AFE A37773	\$	8,856
TOTAL *****			\$	17,794

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: 7/29/2008 REVISED:

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

ACCT. CODE : 709 - IL0254
Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER: 1/25/2009 **DOT NO.:** 154503U
CITY: Hume **COUNTY:** Douglas **STATE:** IL
DESCRIPTION: Upgrade existing controller to a PMD 3R at FAP 836 (IL 49)

DIVISION: Midwest Division **SUB-DIV:** Decatur **MILEPOST:** BD 222.78
DRAWING NO.: **DRAWING DATE:** **REGION:**
AGENCY PROJECT NUMBER: Job No. C-95-066-07

PRELIMINARY ENGINEERING:

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

CONSTRUCTION ENGINEERING/INSPECTION:

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

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 - IL0254
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 - IL0254
Pub EB - IL EB3 (IL)

241	<u>EQUIPMENT RENTAL:</u>							
	Subtotal					\$	-	
50	<u>WORK TRAIN:</u>							
	Subtotal	0	DAY	\$	2,100.00	\$	-	
						\$	-	
	<u>SALVAGE:</u>							
228	Rail	0	NT	\$	65.00	\$	-	
228	OTM	0	NT	\$	75.00	\$	-	
	Subtotal					\$	-	
	<u>SIGNAL WORK:</u>							
210	Material - Field & Consumables					\$	7,266	
210	Material - Sales Tax					\$	472	
220	Material - Shop					\$	-	
60	Construction Labor					\$	1,594	
65	Shop Labor					\$	-	
230	Per Diem					\$	630	
200	RR Engineering,Preliminary					\$	642	
200	RR Engineering,Construction					\$	239	
60	Additives to Construction Labor					\$	1,212	
65	Additives to Shop Labor					\$	-	
200	Additives to Engineering					\$	374	
241	Equipment Expense					\$	650	
241	Waste Management					\$	24	
212	Contract Engineering					\$	2,995	
211	Freight					\$	1,200	
216	AC Power Service					\$	-	
228	Salvage					\$	(1)	
900	Other					\$	-	
	Subtotal					\$	17,297	
	<u>ACCOUNTING & BILLING:</u>							
40	Labor		1.5	Days @	\$	200.00	\$	300
40	Additive	65.54%					\$	197
	Subtotal						\$	497
	<u>PROJECT SUBTOTAL:</u>						\$	17,794
900	<u>CONTINGENCIES:</u>	0.00%					\$	-
	GRAND TOTAL *****					\$	17,794	

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

ACCT. CODE : 709 - IL0254
Pub EB - IL EB3 (IL)

DIVISION OF COST:

Agency	<u>100.00%</u>	MATERIAL ONLY	\$	8,938
Railroad	<u>100.00%</u>	NON MATERIAL - AFE A37773	\$	8,856
		TOTAL *****	\$	17,794

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: 7/29/2008

REVISED:

ACCT. CODE : 709 - IL0254
Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER: 1/25/2009 DOT NO.: 154503U
CITY: Hume COUNTY: Douglas STATE: IL
DESCRIPTION: Upgrade existing controller to a PMD 3R at FAP 836 (IL 49)

DIVISION: Midwest Division SUB-DIV: Decatur MILEPOST: BD 222.78
DRAWING NO.: DRAWING DATE:
AGENCY PROJECT NUMBER: Job No. (

SIGNAL WORK:

210 Material - Field & Consumables	\$	7,266
210 Material - Sales Tax	\$	472
220 Material - Shop	\$	-
60 Construction Labor	\$	1,594
65 Shop Labor	\$	-
230 Per Diem	\$	630
200 RR Engineering,Preliminary	\$	642
200 RR Engineering,Construction	\$	239
60 Additives to Construction Labor	\$	1,212
65 Additives to Shop Labor	\$	-
200 Additives to Engineering	\$	374
241 Equipment Expense	\$	650
241 Waste Management	\$	24
212 Contract Engineering	\$	2,995
211 Freight	\$	1,200
216 AC Power Service	\$	-
228 Salvage	\$	(1)
900 Other	\$	-
Subtotal	\$	17,297

ESTIMATE SUBJECT TO REVISION AFTER: 1/25/09 **DOT NO.:** 154503U
CITY: Hume **COUNTY:** Douglas **STATE:** IL
DESCRIPTION: Upgrade existing controller to a PMD 3R at FAP 836 (IL 49)
DIVISION: Midwest Division **SUB-DIV:** Decatur **MILEPOST:** BD 222.78
DRAWING NO.: **DRAWING DATE:** **REGION:**
AGENCY PROJECT NUMBER: Job No. (

Amount		
Task	Task Desc	Total
40	Labor General Office	\$497
50	Labor Roadway	
60	Labor Signal	\$2,806
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	\$1,255
210	Invoice Material	
	Material - Field & Consu	\$7,738
211	Invoice Freight	\$1,200
212	Invoice Contract Eng	\$2,995
215	Invoice Misc	
216	Invoice Utilities	
220	Material New	
	Material - Shop	
228	Scrap Credit	-\$1
230	ExpenseRpts	\$630
241	Invoice Rental	\$674
900	Other	
900	Contingencies	
	Material New	
Grand Total		\$17,794

Estimate No. 114069
CSX Transportation

FAP 836 (IL 49) - Material Only - Upgrade existing Safetran 585 controller to a PMD 3R Controller

Hume, IL

DOT: 154503U

OP: IL0254

CSX Project: IL2008023

Summary

Material	\$ 7,266
Sales Tax	\$ 472
Labor:	
Construction Labor (6 man-days).....	\$ 1,594
Shop Labor (0 man-days).....	\$ 0
Subsistence (6 man-days).....	\$ 630
Railroad Engineering, Preliminary	\$ 642
Railroad Engineering, Construction	\$ 239
Additives to Construction Labor	\$ 1,212
Additives to Shop Labor	\$ 0
Additives to Engineering	\$ 374
Equipment Expenses (1 work days).....	\$ 650
Waste Management (1 work days).....	\$ 24
Contract Engineering	\$ 2,995
Freight	\$ 1,200
Poleline Removal	\$ 0
AC Power Service	\$ 0
Salvage	\$ -1
<hr/>	
TOTAL ESTIMATE COST	\$ 17,297

Date: 07/29/2008

Estimated By: David Knopsnider

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

**Field Material List for CSX Project: IL2008023 (Effective: 07/29/2008)
 FAP 836 (IL 49) - Upgrade Controller to a PMD-3R
 Hume, IL - BD 222.77**

Catalog Num	Cond	Unit Price	Qty	Cost Description
020-0017046	1	0.01	20	0.20 TAG RED PAPER MARKING SIZE 1-9/32" X 7/8" COLOR TO BE
020-0017048	1	0.01	20	0.20 TAG YELLOW PAPER MARKING SIZE 1-9/32" X 7/8" COLOR TO BE
020-0017076	1	0.10	10	1.00 TIE CABLE AMP 15-1/2" LENGTH UP TO 4" WIRE BUNDLE RANGE
020-0017125	1	3.54	4	14.16 BLOCK TERMINAL 2 POST AAR 14.1.8 WITH 1 AAR 14.1.11
020-0017605	1	0.30	200	60.00 WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE P/N
020-0017625	1	0.44	100	44.00 WIRE CASE TWISTED PAIR AWG #14 FLEX TWIST 2 TURNS PER FT
020-0057111	1	0.22	20	4.40 TAG TEXIT HEATEX WIRE MARK 2:1 WHITE 3/8" x 1" (9.5MM X
020-2552460	1	7112.29	1	7112.29 DETECTOR HARMON 300608-200 PMD-3R SYSTEM W/8KHZ RSI AND
020-4151750	1	0.17	20	3.40 TAG PLASTIC 1-1/2 X 7/8" WIDE ONE HOLE WHITE MATT FINISH
020-4251190	1	0.47	20	9.40 TERMINAL AMP 35627 RING BLACK PLASTI-BOND WIRE SIZE 10-12
250-0012228	1	2.72	2	5.44 TAPE BLACK ELECTRIC 3/4" X 66' 3M "SUPER 33 PLUS"
360-0020350	1	1.94	6	11.64 WATER DRINKING PURIFIED 10OZ PLASTIC BOTTLES 24 PER CASE
Total Cost: \$				7,266.13