



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

2009-51 I

January 13, 2009

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Illinois Commerce Commission
RAIL SAFETY SECTION

SUBJECT: PRELIMINARY ENGINEERING
Grade Crossing Agreement
FAP 333 (IL 120)
Section 06R-1-P8
Project No. RRP-0333(013)
Job No. C-91-411-06
McHenry County

UPRR
DOT/AAR No. 178 812A
Mile Post 65.92
Agreement No. RR106411

Mr. Thomas N. Andryuk, Manager
Field Engineering
Union Pacific Railroad Company
500 West Madison Street, Suite 3610
Chicago, IL 60661

X-12834

T09-0008

Dear Mr. Andryuk:

As requested by your October 16, 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 \$319,692.00, 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 in Schaumburg, Illinois, 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 five days of the completion of the improvement at the crossing. Please also notify this office when your work is completed.

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

Very truly yours,

Cheryl Cathey, P.E.

Chief of Preliminary Engineering

MWM\c:S:\GEN\WPDOCS\LETTERS\413065.docx

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: FAP 333 (IL 120)
Section: 06R-1-P8
County: McHenry
Project: RRP-0333(013)
Job No: C-91-411-06
Agreement No: RR106411
DOT/AAR NO. 178 812A

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 **UNION PACIFIC 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, 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 94-6001323 and the COMPANY is doing business as a corporation.

Executed by the COMPANY this 25th
day of SEPTEMBER, 20 08.

UNION PACIFIC RAILROAD ~~CO.~~ COMPANY

By: John Hovanec
Title: **AVP ENGINEERING**
John Hovanec

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Executed by the STATE this 12th
day of January, 20 09.

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

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

Date: 1/5/09

Date: 1-12-09

By: Ellen J. Schanzle-Haskins
Ellen J. Schanzle-Haskins
Chief Counsel

By: Ann L. Schneider
Ann L. Schneider
Director - Finance & Administration

Date: 12-23-08

Date: 12/30/08

Approved as to form: K10
Lawrence E. [Signature]
Assistant Vice President

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.

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 FAP 333 (IL 120)
Section 06R-1-P8
County McHenry
Project RRP-0333(013)
Job No C-91-411-06
Agreement No RR106411

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: UNION PACIFIC RAILROAD COMPANY

DOT/AAR # 178 812A RR M.P.: 65.92

Roadway : ILLINOIS ROUTE 120

Location: ELM STREET WEST OF IL 31 IN MCHENRY, ILLINOIS

EXISTING CONDITIONS:

Automatic flashing light signals and cantilevers.

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install new C.W.T. circuitry and automatic flashing LED lights and gates at Elm Street- DOT/AAR # 178 812A, (M.P. 65.92).
2. Install new LED's in existing cantilevers.
3. Provide all Traffic Control necessitated by the project.
4. Incidental work necessary to complete the items hereinabove specified.
5. Install new C.W.T. circuitry ~~and automatic flashing LED lights~~ at the U P RR crossing on Main Street, DOT/AAR # 178 811T (M.P. 65.80)

DESCRIPTION OF WORK TO BE DONE BY THE STATE:

*(Ma (UPRR)
MVA (IDOT)*

1. Provide construction engineering
2. Provide Traffic Control Plan to the COMPANY
3. Incidental work necessary to complete the items hereinabove specified.

ATTACHMENTS:

State Required Ethical Standards Governing Contract Procurement (Attachment A)
Location Map

ESTIMATED RAILROAD COST: \$ 319,692.00

(100 % STATE COST) labor & material for the work at Elm Street crossing.
(100 % STATE COST) material only for the work at Main street crossing.

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

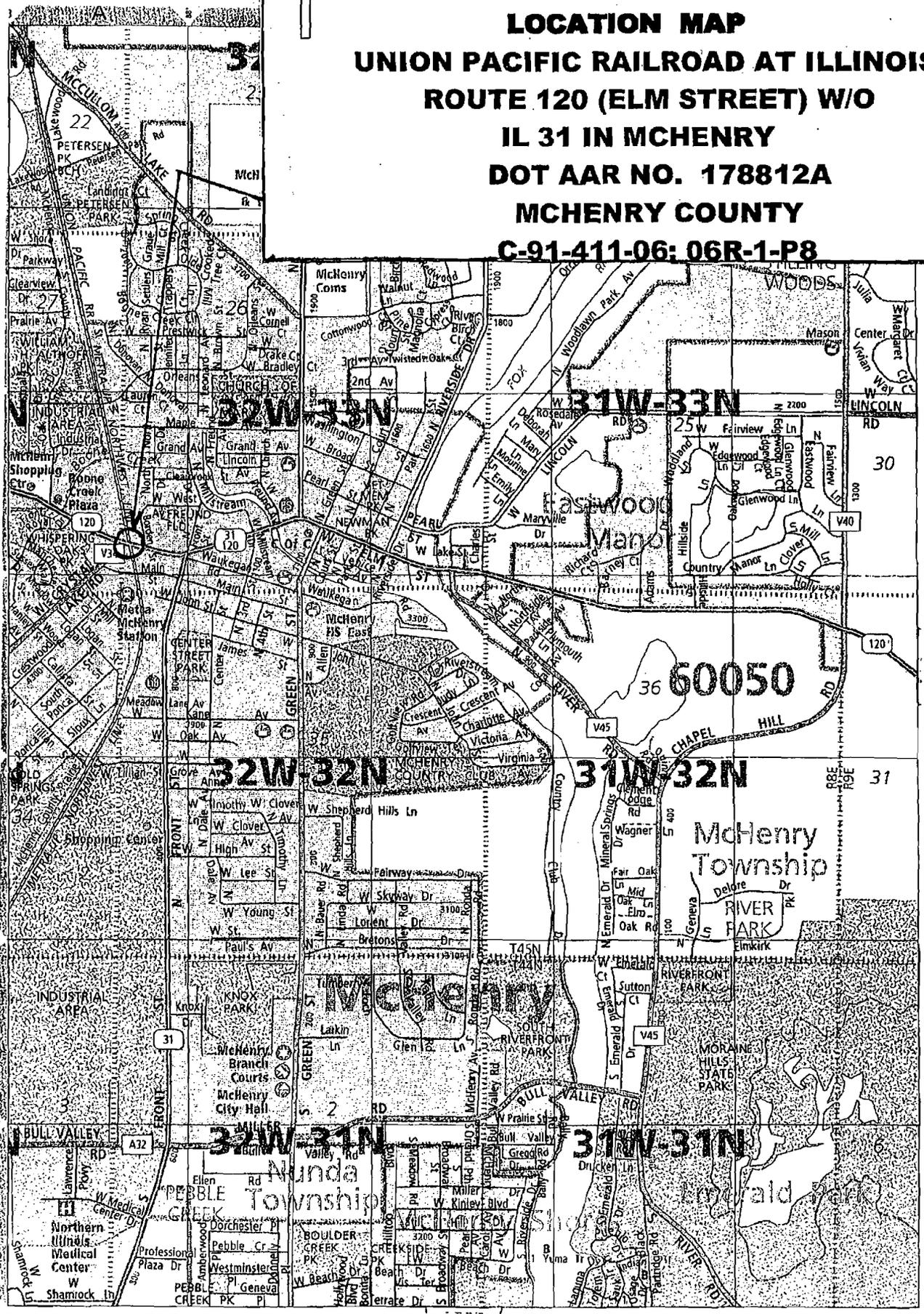
Mr. Andy Rabadi (847) 705-4256
Illinois Department of Transportation/District 1
201 West Center Court

Schaumburg, IL 60196-1096

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



LOCATION MAP
UNION PACIFIC RAILROAD AT ILLINOIS
ROUTE 120 (ELM STREET) W/O
IL 31 IN MCHENRY
DOT AAR NO. 178812A
MCHENRY COUNTY
C-91-411-06: 06R-1-P8



DATE: 2008-08-11

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
 BY THE
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2009-02-09

DESCRIPTION OF WORK:

UPGRADE MAIN STREET TO CWT, MODIFY CANTS. TO LED AND INSTALL 3 LED FL
 SIGNALS W/GATES & CWT IN NEW CABIN AT IL#120/ELM STREET IN MCHENRY, IL.
 M.P. 65.92

RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:

SIGNAL/TRACK - FEDERAL/STATE - 100% (IL#120/ELM ST.)

SIGNAL/TRACK - FEDERAL/STATE - 100% (MAIN ST. MATERIAL ONLY)

SIGNAL/TRACK - UPRR - 100% (MAIN ST. LABOR ONLY)

ESTIMATED USING FEDERAL ADDITIVES - SIGNAL 105.61% - TRACK 142.44%

PID: 59325 AWO: 84425 MP,SUBDIV: 65.92, MCHENRY

SERVICE UNIT: 23 CITY: MCHENRY STATE: IL

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			7933		7933		7933
LABOR ADDITIVE 105.61%			13391		13391		13391
SIG-HWY XNG			4821		4821		4821
TOTAL ENGINEERING			26145		26145		26145
SIGNAL WORK							
BILL PREP			900		900		900
CONTINGENCIES				29443	29443		29443
CONTRACT				10381	10381		10381
LABOR ADDITIVE 105.61%			43914		41766	2148	43914
MATL STORE EXPENSE				6	6		6
METER SERVICE				3000	3000		3000
PERSONAL EXPENSES				24000	24000		24000
ROCK/GRAVEL/FILL				5000	5000		5000
SALES TAX				4152	4152		4152
SHUNT ENHANCERS (3)				5055	5055		5055
SIG-HWY XNG			40681	103810	142457	2034	144491
TRANSP/IB/OB/RCLW CONTR				15553	15553		15553
TOTAL SIGNAL			85495	200400	281713	4182	285895
TRACK & SURFACE WORK							
ENVIRONMENTAL				1		1	1
FIELD WELD			33		33		33
LABOR ADDITIVE 142.44%			1469		1469		1469
MATL STORE EXPENSE				395	395		395
OTM			1664	7151	8815		8815
SALES TAX				316	316		316
WELD			44	762	806		806
TOTAL TRACK & SURFACE			3210	8625	11834	1	11835
LABOR/MATERIAL EXPENSE			114850	209025	-----		
RECOLLECTIBLE/UPRR EXPENSE					319692	4183	-----
ESTIMATED PROJECT COST							323875

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF
 AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED,
 UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

PROJ NO: 59325

A.W.O. NO: 84425

W.O. NO:

B.I. NO: 07EN10

STATE: IL

VAL SEC: 1105

RAILROAD: UPRR CO.

LOCATION: MCHENRY, IL, IL#120/ELM STREET

DEPARTMENT: ENGINEERING SERVICES

----- STOCK MATERIAL PLAN -----

ITEM NUMBER	ITEM DESCRIPTION	UNIT COST	QTY	UM	DIRECT MATL \$
02040540	BATTERY,GNB, 50A19, 475 AH.	231.19	6	EA	1387
02040660	BATTERY,GNB, 50A27, 687 AH.	307.12	20	EA	6142
09011240	CABLE TIE, NYLON 1 1/8" MAX. DIA	0.02	200	EA	4
09011980	CABLE TIE, NYLON 3 1/2" MAX. DIA	0.12	20	EA	2
09014950	CIRCUIT BRKR,120/240V 20A 2 FOLE	14.60	1	EA	15
09015690	CIRCUIT BREAKER, 120/240V 30A AC	5.97	1	EA	6
09054360	RELAY, GEN.PURPOSE 120V. TAB 856	4.67	2	EA	9
09057650	SOCKET,P-B 27E122 TAB 836A & 856	2.07	2	EA	4
09065700	TAPE, ELECTRICAL PLASTIC	2.51	4	RL	10
09066900	TERMINAL, SPADE,10-12 WIRE,#8 STUD	0.15	20	EA	3
09137100	TERM.LUG 3/16 CABLE-1/4 POST 2412	0.55	60	EA	33
09215100	33466 TERMINAL, RING TONGUE AMP	0.19	44	EA	8
09224750	216-107 TERMINAL,FERRULE, FOR #10	0.06	20	EA	1
09224800	216-104 TERMINAL, FERRULE, W	0.02	50	EA	1
09260350	TERMINAL,#16-14 #8 SPADE	0.07	35	EA	2
09261420	321524-1 TERMINAL,TEST 16-22 A	1.61	4	EA	6
09261570	321527-1 TERMINAL, TEST	1.62	15	EA	24
09401140	ADAPTER, 4 INCH CARLON PLASTIC	3.28	4	EA	13
09409820	BUSHING, 4" PLASTIC,INSULATING	0.82	4	EA	3
09424920	CONDUIT, 4", PVC, TYPE 40	2.12	160	LF	339
09467930	LOCKNUT, 4 INCH, GALVANIZED	5.19	4	EA	21
09844170	GROUND ROD, 5/8 INCH X 8 FEET	7.37	15	EA	111
09846750	GRND.ROD CONN. 4WAY ONESHOT.	5.04	15	EA	76
09908640	WIRE,#6 AWG.1 COND.COPPER,SOLID	0.42	375	LF	158
09912200	WIRE #6 AWG 2 CND 500'ROLL SHIELD	1.76	1500	LF	2640
09913200	WIRE,#6, 5 COND 500'ROLL SHIELDED	3.21	1500	LF	4815
09915610	WIRE #6 AWG 1 COND COPPER, STRAN	0.52	275	LF	143
09930550	WIRE #10 AWG 1 COND COPPER, STRAN	0.22	1500	LF	330
09932310	WIRE #10 AWG 1 COND COPPER, TWIST	0.46	200	LF	92
09946100	WIRE #14, 7 CND 500' ROLL SHIELDE	1.38	1500	LF	2070
09960090	WIRE #16 AWG 1 COND COPPER, STRAN	0.10	450	LF	45
09976180	WIRE,#22,TW.PR. BELDEN #8761	0.12	20	LF	2
13547870	SHEET METAL SCREW, #10 X 1 INCH	3.21	1	BX	3
13552450	SHEET METAL SCREW,#12 X 3/4"	2.09	2	BX	4
13553150	SHEET METAL SCREW #12 X 1"	3.04	2	BX	6
17061400	PADLOCK,SIGNAL,WITHOUT KEY,AMERIC	14.87	13	EA	193
28033210	CARTON, 39 1/8"L X 23 1/4"W X 17	5.48	1	EA	5
28033230	CARTON, 47 3/8"L X 39 1/2"W X 18"	11.07	1	EA	11
28041880	PALLET, 48 X 40 INCH 2/WAY	8.54	2	EA	17
35040020	PLASTER OF PARIS, #DAP 10308	2.79	1	BX	3

WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

RAILROAD: UPRR CO.

LOCATION: MCHENRY, IL, IL#120/ELM STREET

DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 59325

A.W.O. NO: 84425

W.O. NO:

B.I. NO: 07EN10

STATE: IL

VAL SEC: 1105

39340220	SIGN, HIGHWAY CROSSING	50.00	2 EA	100
52000450	SURGE PROTECTOR SP18-2A	110.00	2 EA	220
52001370	SURGE PROTECTOR SP20-2A TAB 585	71.71	2 EA	143
52003630	POWER CABLE, CABIN TO GENERATOR -	148.20	1 EA	148
52005690	BOND WIRE, 7 STRANDS 500 LF. ROLL	0.70	500 LF	350
52005700	BOND WIRE, 7 STRANDS 100 LF. ROLL	0.76	600 LF	456
52016830	WIRE DUCT, 2X3	8.44	11 EA	93
52016940	WIRE DUCT, 3X3	9.82	2 EA	20
52017510	WIRE DUCT COVER 2*X6'	1.84	11 EA	20
52017620	WIRE DUCT COVER 3*X6'	2.71	2 EA	5
52019530	ENCLOSURE, SHUNT, POLE MOUNTED. 24X2	170.85	7 EA	1196
52019560	EQUALIZER, H.D. TAB 583	9.13	19 EA	173
52021550	FOUNDATION, 4', STEEL, FOR FLSHR/GAT	323.09	3 EA	969
52025240	HOUSE, 6X6, W/CIB BOX.	5276.55	1 EA	5277
52027350	CLIP BOARD - FOR SIGNAL PRINTS	8.02	1 EA	8
52027430	STEP BOX	16.25	1 EA	16
52028420	LIGHTNING ARRESTOR, CLR-COMM TAB 3	6.91	62 EA	428
52029780	LIGHTNING ARR, HD TAB 582 W/O BASE	9.82	8 EA	79
52030010	LIGHTNING ARRESTOR CONN. STRIP	3.93	4 EA	16
52039210	RECTIFIER, 20EC, 12V. TAB 575	273.99	1 EA	274
52041430	RECTIFIER, 60EC. 60 AMP. CRAGG.	550.00	1 EA	550
52042650	POST, MOUNTING, FOR SHUNT HOUSING	17.64	14 EA	247
52068650	TERMINAL, #6 - 5 WIRE - RING TYPE	0.16	75 EA	12
52070010	TERMINAL, #12-10 WIRE, RING TONGUE	0.13	400 EA	52
52071600	TERMINAL, #20-16 WIRE, RING TONGUE	0.07	150 EA	11
52072280	TERMINAL BLOCK, SIGNAL 2 POST BAK	3.74	41 EA	153
52072740	TERMINAL BLOCK, SIGNAL 12 POST 6	15.83	1 EA	16
52072960	TERMINAL BLOCK, SIGNAL 12 POST	12.70	12 EA	152
52074550	TEST LINK, INSULATED ASSEMBLY TAB	0.85	41 EA	35
52074660	SWITCH, MCKEEN TAB 82	13.90	1 EA	14
52079550	WIRE TAG, PLASTIC - WHITE	0.13	200 EA	26
52079560	MARKING PEN (FOR WHITE TAG)	1.95	2 EA	4
52108120	LED FL/GATE ASSY. 2 WAY LIGHTS	7320.55	1 EA	7321
52108140	LED FL/GATE ASSY. 1W FRONT ONLY	6593.50	1 EA	6594
52109370	GATE ARM, ADJ. 16-32'	467.33	3 EA	1402
52115910	LED-FL/GATE ASSY 1WFM1W45FR	7542.00	1 EA	7542
52122140	HIGH WIND BRACKET 5"OR 4"	63.99	3 EA	192
52123700	FLASHING LIGHT UNIT, 12" LED COMP	420.67	12 EA	5048
52136470	SHEAR PIN, SK-1000-1	5.50	3 EA	17
52207100	GRDXNG PRDTR GCP4000 2TK. MAX W/SE	15618.56	2 EA	31237
52214020	DUMMY LOAD, 2600 FT. TAB 644	37.46	1 EA	37
52258470	MULTIFREQ NBS. 86-267 TAB 640A HARM	654.84	2 EA	1310
52258590	NBS, TAB 641, 62775-1543	401.55	2 EA	803
52258980	NBS, TAB 640, 62775-8621	499.35	2 EA	999
52262670	DUAL WIDEBAND SHUNT. 8A077A-TAB 711	268.82	1 EA	269
52263600	SURGE ARRESTOR, METER LOOP.	28.46	1 EA	28

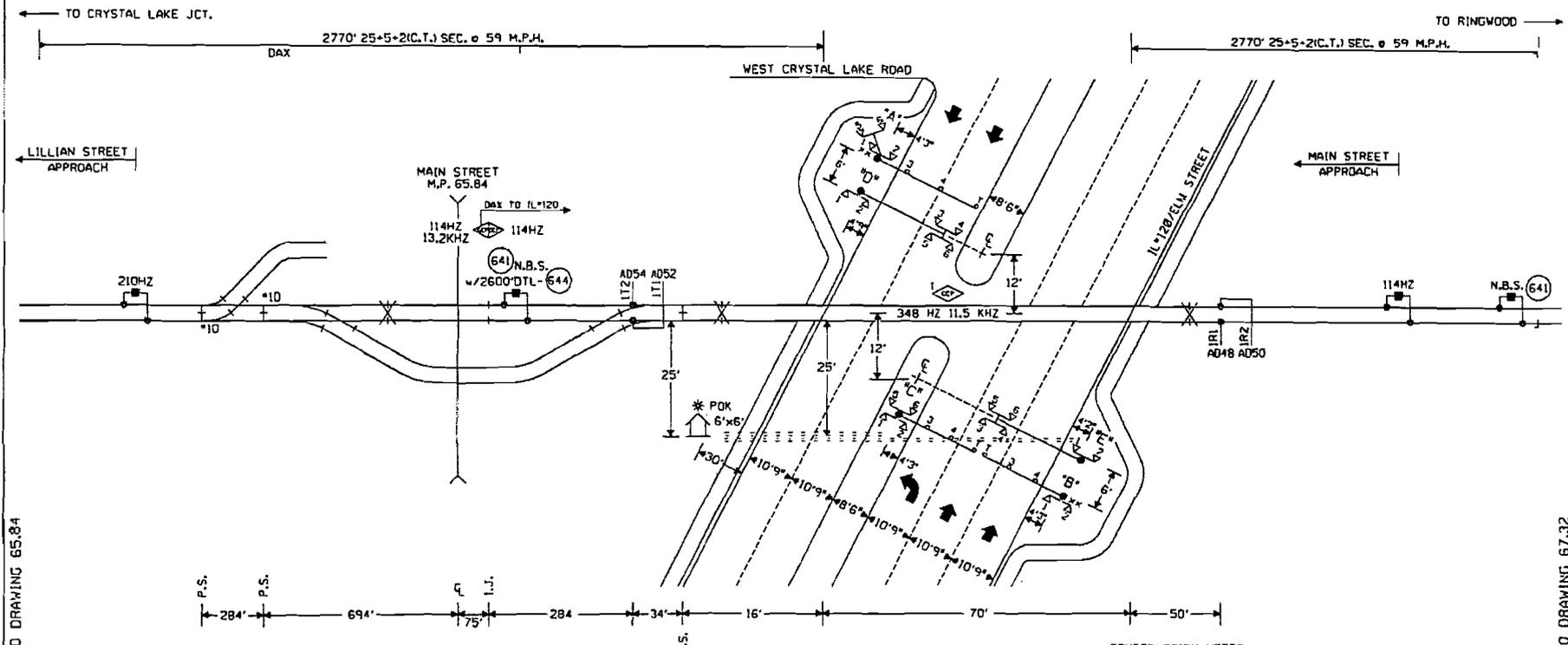
WORK ORDER AUTHORIZATION-DETAIL OF ESTIMATED EXPENDITURES

RAILROAD: UPRR CO.
 LOCATION: MCHENRY, IL, IL#120/ELM STREET
 DEPARTMENT: ENGINEERING SERVICES

PROJ NO: 59325
 A.W.O. NO: 84425
 W.O. NO:
 B.I. NO: 07EN10
 STATE: IL
 VAL SEC: 1105

52263690	SURGE PANEL - TAB 619	127.05	1 EA	127
52264040	SURGE PANEL - TAB 618	190.69	2 EA	381
52267200	TRANSCIEIVER MODULE. FOR GCP 4000	2920.65	2 EA	5841
52276150	SS XING CONTROLLER MODULE FOR GCP	1649.40	2 EA	3299
52745830	RELAY, TAB 884, NEUTRAL, A62-277	194.04	1 EA	194
52773800	RELAY BRACKET.HOLDS 2 B1 RELAYS.	81.98	1 EA	82
52776370	RELAY PLUGBOARD,GRS B1,TAB 900	31.31	1 EA	31
52777970	FLAG TERMINAL, FOR GRS, 14-10	0.80	10 EA	8
52778110	FLAG TERMINAL, FOR GRS, 20-16	0.71	10 EA	7
52779280	RELAY TEST TERM,GRS B1	6.51	1 EA	7
53311490	EXTRACTOR FOR "B"TERMINALS P3-308	9.34	1 EA	9
53311510	TEST NUT WRENCH. GRS #P3-320	33.01	1 EA	33
53648010	INSULATING CAP & SHIELD ASSY.	2.25	4 EA	9
53903460	EPD 120/240DFL SURGE PROTECTOR	268.17	1 EA	268
53954500	180429-000 BOOTLEG KIT	49.39	14 EA	691
55016300	RAIL ANCHOR 5 1/2 BASE UNIT	1.28	1440 EA	1843
55255160	FIELD WELD KIT, 112#/115# ONE SH	58.61	12 EA	703
55264570	PACKING SAND, PRE-MIXED (PER SACK	22.44	2 CA	54
55264930	REFRACTORY PASTE	1.83	3 EA	5
55310500	INSULATED JOINT 115# PLUG, HH 15-	884.73	6 EA	5308

TOTAL 111,719

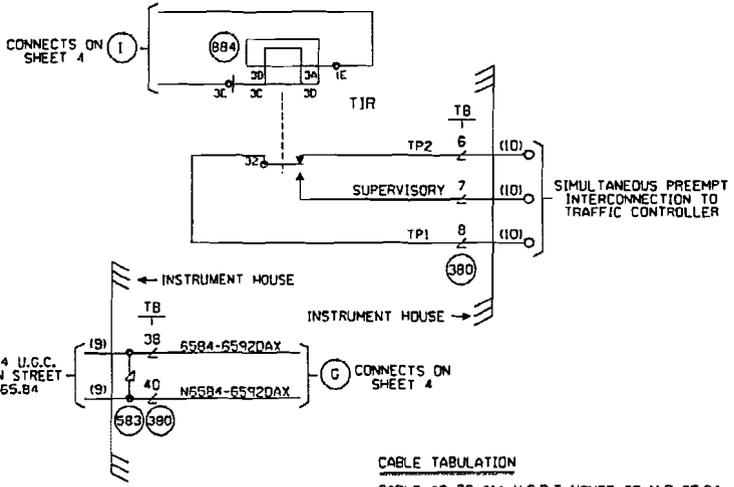


CONNECTS TO DRAWING 65.84

CONNECTS TO DRAWING 67.32

NOTES:

- ⊗ = TWISTED WIRES
INSULATED (TWIST PER FT.
ALL TRACK WIRES ZC. #6
- TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH.
LENGTHS SHOULD NOT EXCEED MANUFACTURERS
RECOMMENDATION.
- TOP OF FOUNDATION TO BE AT SAME ELEVATION
AS THE SURFACE OF THE TRAVELED WAY & NO
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNGALOW WIRING TO BE #16 AWG FLEX
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND
WIRE TO BE #6 AWG FLEX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 AWG FLEX.
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.
- ALL LIGHTS TO BE 12" ROUNDELS.
- ==== = 4" X 120' CONDUIT
- LIGHTS: LED LIGHTS
- GATE A: 25'
GATE B,C: 20'
CANT O.E: 20'
- xx = BELL
- CRTU: MICROBURST



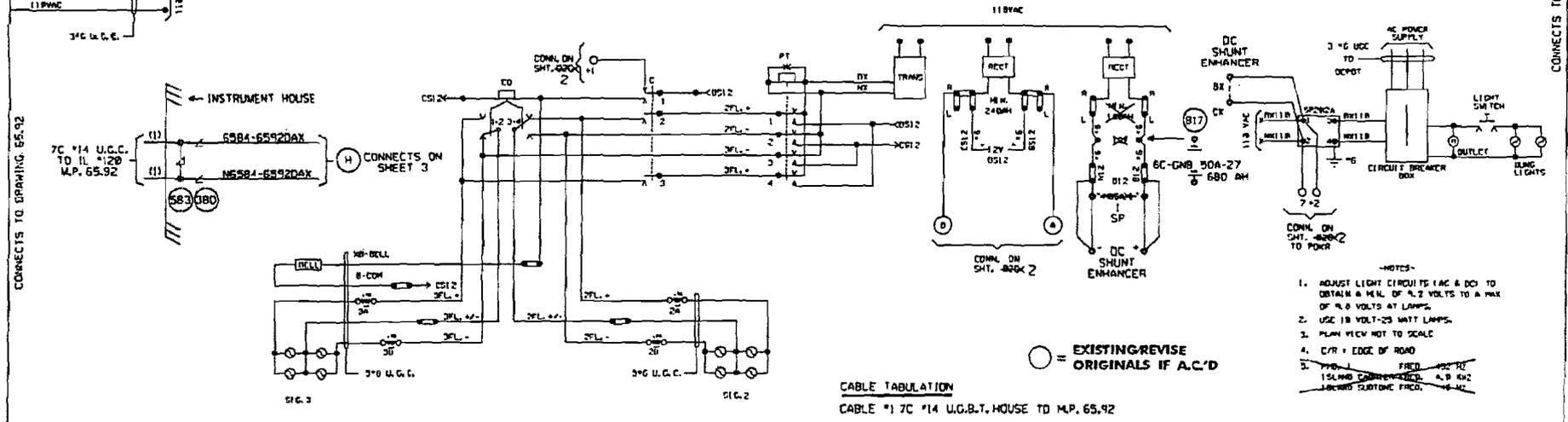
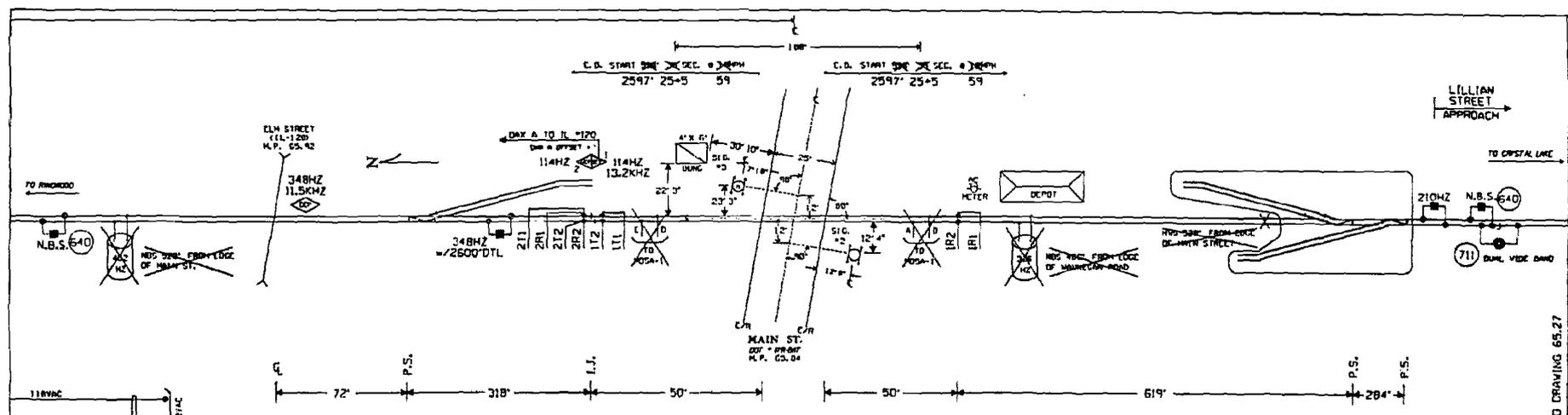
CONSTRUCTION NOTES:

- 1.) CANTILEVERS ARE EXISTING. REMOVE FRONT AND SIDE LIGHTS AND UPGRADE ALL THE REMAINING LIGHTS TO LED'S, REMOVE BELLS, AND INSTALL NEW CABLE.
 - 2.) INSTALL A SHUNT ENHANCER PANEL (TAB 653) FOR POOR TRACK CONDITIONS.
 - 3.) INSTALL NEW INSULATED JOINTS (115") 50' NORTH OF MAIN STREET AND A NEW GCP 4000 (TAB 697), BATTERY (TAB 817), SHUNT ENHANCER PANELS (1-TAB 653, 1-TAB 653A), AND SURGE PROTECTORS (1-TAB 618, 1-TAB 619) IN THE EXISTING CASE AT MAIN STREET (M.P. 65.84).
 - 4.) REPLACE BOTH HARDWARE SHUNT'S FOR LILLIAN STREET (M.P. 65.27) WITH 210 HZ N.B.S.'S (2-TAB 640A).
 - 5.) INSTALL A LIMIT JOINT (115") @ THE NORTH APPROACH SHUNT FOR IL*120 AND THE SOUTH APPROACH SHUNT FOR MAIN STREET. INSTALL A D.W.B.S. (TAB 711) AROUND THE SOUTH LIMIT JOINT.
 - 6.) INSTALL A THIRD INSULATED JOINT TO EACH TURNOUT WITHIN THE APPROACHES (3-115").
 - 7.) WIRE FOR BUT DO NOT INCLUDE THE CRTU. THE LIMIT WILL BE RELOCATED IN THE FIELD.
- X = REMOVE

NEW SHEET

MCHENRY, ILLINOIS
IL *120/ELM STREET
M.P. 65.92
MCHENRY SUBDIVISION
D.O.T. #178 812A

CABLE TABULATION
CABLE #9 7C #14 U.G.C.T. HOUSE TO M.P. 65.84
CABLE #10 TO TRAFFIC CONTROLLER



REV.	DATE	BY	DESCRIPTION
1	11/18/58	JTB	ISSUED FOR PERMITS
2	1/13/59	JTB	REVISED FOR FIELD LAYOUT
3	7/22/57	JTB	REVISED FOR FIELD LAYOUT
4	5/13/55	JTB	REVISED FOR FIELD LAYOUT
5	1/13/55	JTB	REVISED FOR FIELD LAYOUT
6	1/13/55	JTB	REVISED FOR FIELD LAYOUT
7	1/13/55	JTB	REVISED FOR FIELD LAYOUT
8	1/13/55	JTB	REVISED FOR FIELD LAYOUT
9	1/13/55	JTB	REVISED FOR FIELD LAYOUT
10	1/13/55	JTB	REVISED FOR FIELD LAYOUT

NOTES:

- ADJUST LIGHT CIRCUITS (AC & DC) TO OBTAIN A MIN. OF 4.2 VOLTS TO A MAX. OF 4.8 VOLTS AT LAMPS.
- USE 18 VOLT-25 WATT LAMPS.
- PLAN VIEW NOT TO SCALE.
- C/R = EDGE OF ROAD.
- FIELD LAYOUT TO BE MADE BY FIELD PERSONNEL.

LEGEND:

- = IN NEW
- - - = OUT

UNION PACIFIC MCHENRY, ILL.
 M.P. 65.84
 MCHENRY SUB.
 MAIN ST.
 SIGNAL DESIGN DOT #178 811T

111-MCH6584-001
 10-MCH6584.1X
 SYSTEM# MCH6584