

2010-110



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 27, 2009

ORIGINAL

RECEIVED
MAR 31 2009

Illinois Commerce Commission
RAIL SAFETY SECTION

SUBJECT: PRELIMINARY ENGINEERING
Grade Separation Agreement
FAP 866 (IL 83)
Section (L-2(WR;6,6A&6 EXT)
Job No. C-91-081-04
Contract No. 62700
Lake County

Wisconsin Central Ltd.
DOT/AAR No. 689 739R &
689 751X
Agreement No. RR104081

Mr. John Henriksen
Manager Public Projects
Canadian National Railway
17641 S Ashland Ave
Homewood, IL 60430

X-12994

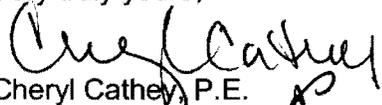
Dear Mr. Henriksen:

The detailed estimate of cost in the total amount of \$414,189.00, covering your force account work at the subject location, has been reviewed and is satisfactory.

Attached is your company's original counterpart of the fully-executed agreement for your company's records.

Our district office will provide authorization to proceed with work and notify you when a preconstruction conference is scheduled in the near future.

Very truly yours,


Cheryl Cathey, P.E.
Chief of Preliminary Engineering

MWM\c:S:\GENWPDOCS\LETTERS\415068.docx

cc: Diane M. O'Keefe (R-1) - Attn: Jose Dominguez (D-1)
Vince Sternitzke
Bill Frey
Debbie Marks - Attn: Project Control
Michael Stead - ICC
Design & Environment File

DOCKETED

JAN 13 2010

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 WISCONSIN CENTRAL LTD., hereinafter referred to as the "COMPANY",

W I T N E S S E T H:

THAT, WHEREAS, the STATE proposes to improve FAP Route 866/104 (Illinois Route 83) from south of Petite Lake Road in the Village of Lake Villa northerly to the Illinois-Wisconsin state line at the north edge of the Village of Antioch, all in Lake County Illinois; and

WHEREAS, the proposed improvement of FAP Route 866/104 (Illinois Route 83) includes improvements to various intersecting highways, will require adjustments/improvements to the COMPANY's at-grade crossings at the following locations:

Lake Villa (Grass Lake Road) - DOT/AAR No. 689 739R

Antioch (Illinois Route 83, Main Street) – DOT/AAR No. 689 751X; and

WHEREAS, in the interest of public safety and convenience, the parties propose (a) to relocate and/or supplement the warning devices and (b) to lengthen the grade crossings proper at the two crossings as required by the highway improvements; and

WHEREAS, the improvements at each crossing are more specifically detailed in the work descriptions included herein and shown on the general plan sheets marked Exhibits 1 through 3, attached hereto and made a part hereof; and

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 State Required Ethical Standards Governing Contract Procurement (Attachment A) attached hereto are hereby made a part of this Agreement.

SECTION 2. By separate document(s), arrangements will be made for the COMPANY to convey to the STATE any property rights necessary to construct the improvements as herein proposed.

SECTION 3. The COMPANY shall prepare the detailed circuit drawings (including the surveys and other engineering services), estimates of cost, and any required specifications for the relocating and supplementing of the warning devices and their operating circuits, and these drawings, estimates and specifications shall be transmitted to the STATE for approval.

SECTION 4. The parties hereto shall construct or cause to be constructed, the following items of work:

- (I). WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, at the expense of the STATE except as noted, all of the labor, materials and work equipment required to perform and complete:

At Lake Villa (Grass Lake Road) - DOT/AAR No. 689 739R

- (a). The lengthening of the existing prefabricated concrete grade crossing proper to be installed over the existing tracks with like materials to extend to the proposed back of curb lines extended, all as shown on Exhibit 3.
- (b). The relocation of the existing flashing light signal and gate units located in the northeast and southwest quadrants of the crossing, all as shown on Exhibit 1.
- (c). As outlined in the construction staging descriptions and plans [Exhibit 1, sheets 1,2 and 3], the installation and relocations of the existing and temporary warning device units to permit the highway construction proposed.
- (d). The installation of a new flashing light signal and gate unit on the proposed median on the east side of the crossing, all as shown on Exhibit 1.

- (e). The installation, in the northeast quadrant, of a new flashing light signal unit with back-to-back flashing lights mounted at standard height on the mast and back-to-back flashing lights mounted on the end of a 26' cantilever arm. The mast shall be located 4'-3" back of the face of curb, all as shown on Exhibit 1.

At Antioch (Illinois Route 83, Main Street) - DOT/AAR No. 689 751X

- (a). The relocations of the existing flashing light signal and gate units located in the northwest and southeast quadrants of the crossing to points 12' from the centerline of track and 4'-3" outside the proposed edges of aggregate shoulder, and the relocation of the existing cantilever flashing light signal unit located in the northwest quadrant of the crossing to a point 4'-3" outside the proposed edge of aggregate shoulder, all as shown on Exhibit 2.
- (b). The lengthening of the existing prefabricated grade crossings proper installed over the existing tracks to extend between points located outside the edges of aggregate shoulders, all as shown on Exhibit 2.

General Work

- (a). The preparation of the detailed circuit drawings, estimates and specifications as outlined in Section 3 hereof to complete the warning device installations referenced above.
- (b). The removal and replacement of the pavement approaches with bituminous concrete, Class I, as necessitated to complete the crossing renewals/adjustments.
- (c). Provide flagging services as set forth in Section 6. **(Approximately 60 days)**
- (c). Incidental work necessary to complete the items hereinabove specified.

The estimated cost of the work to be performed by the COMPANY at the expense of the STATE as outlined above is \$ 414,189.00, as contemplated by the detailed estimate of cost attached hereto.

Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) (23 CFR 140I) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all work and materials meet the requirements as set forth in the STATE's "Standard Specifications for Road and Bridge Construction" and supplements thereto. The COMPANY shall, therefore, give the STATE a 48-hour notice in advance of commencement of the work set forth in this Agreement.

- (II). WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all of the labor, materials and work equipment required to perform and complete:
- (a). The improvement of FAP Route 866/104 (Illinois Route 83) from south of Petite Lake Road in the Village of Lake Villa northerly to the Illinois-Wisconsin state line at the north edge of the Village of Antioch, including various improvements on intersecting highways Grass Lake Road, Illinois Route 173 and North Avenue.
 - (b). The installation of flashing light beacons mounted above "DO NOT STOP ON TRACKS" (MUTCD R8-8) signs at the intersection of FAP Route 866/104 (Illinois Route 83) with Illinois Route 173 at locations determined by the STATE.
 - (c). The furnishing, erection, maintenance and removal of signs, barricades and traffic control devices as required for the highway construction.
 - (d). Incidental work necessary to complete the items hereinabove specified.

The STATE's work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the COMPANY's interest.

Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) (23 CFR 140 I) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all work and materials meet the requirements as set forth in the STATE's "Standard Specifications for Road and Bridge Construction" and supplements thereto. The COMPANY shall, therefore, give the STATE a 48-hour notice in advance of commencement of the work set forth in this Agreement.

SECTION 5. Subsequent to the award of any contract(s), and before any work is started on this project, a conference shall be held between the representatives of the STATE, the COMPANY, and the interested contractor(s), at a time and place as designated by the STATE's representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

SECTION 6. The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, and the "Supplemental Specifications" in effect on the date of invitation for bids. A single Railroad Protective Liability Insurance policy, naming the COMPANY, shall be carried in limits of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A).

The COMPANY agrees to make all reasonable efforts to furnish, at the STATE's sole expense, the services of a COMPANY-employed flagger or flaggers. The COMPANY further agrees that should a railroad emergency or other extraordinary situation occur and the COMPANY is unable to provide a flagger or flaggers when needed by the STATE'S contractor, the COMPANY shall provide other means of protecting its facilities. These alternate means shall be acceptable to the STATE. Nothing contained herein shall preclude or limit COMPANY's right to require or provide a railroad flagger when in COMPANY's sole judgment such railroad flagger is necessary. Said railroad flagger or alternate means shall be provided by COMPANY at STATE's sole cost and expense. The total estimated cost for flagging services for this improvement is reflected in the COMPANY's estimate attached hereto.

Flagging bills may be presented by the COMPANY to the STATE on a monthly basis with a final bill presented in a timely manner after completion of the project. The COMPANY will be reimbursed in accordance with Section 15 of this agreement.

SECTION 7. The COMPANY will petition the Illinois Commerce Commission in accordance with 92 Illinois Administrative Code 1535 to take jurisdiction in this matter and to enter such orders as may be necessary.

SECTION 8. Each party will provide the necessary construction engineering and inspection for carrying out its work as herein set forth, and the costs for such services shall be borne by the STATE. The costs as incurred by the COMPANY for inspecting the work performed by the STATE as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the STATE.

SECTION 9. The STATE shall require its contractor(s), before entering upon the COMPANY's right of way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of the COMPANY for the occupancy and use of the COMPANY's right of way outside the limits of any STATE Easement, and to comply

with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 10. The safety and continuity of operation of the traffic of the COMPANY shall be at all times protected and safeguarded, and the STATE shall require its contractor(s) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to the COMPANY's authorized representative for his approval without which it shall not be commenced or prosecuted. The approval of the COMPANY's authorized representative shall not be considered as a release from responsibility, or liability for any damage which the COMPANY may suffer, or for which it may be held liable by the acts of the contractor(s), or those of their subcontractor(s), or their employees.

SECTION 11. If, in connection with the parties' performance under this Agreement, any loss, damage, destruction, injury or death occurs to any person or property as a result of the negligent acts or negligent omissions of the COMPANY, the COMPANY agrees to indemnify and hold harmless the STATE from any and all liability of the STATE which may result from any such loss, damage, destruction, injury or death including all related costs and attorneys' fees and expenses. The COMPANY shall not be obligated to indemnify and hold harmless the STATE from liability for injury or death proximately caused by the negligence of any employee or agent of the STATE.

The STATE will further incorporate, by special provision amending Article 107.11 of the Standard Specifications for Road and Bridge Construction, an indemnification provision running in favor of the COMPANY from the STATE's Contractor in the following form:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the COMPANY and its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work by the Contractor on or about the COMPANY'S

property but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor and provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom. Moreover, provided that the contractor shall not be obligated to indemnify and hold harmless the COMPANY from liability for injury or death or damages to the extent proximately caused by the negligence of any employee or agent of the COMPANY. The indemnification herein is not limited by the required minimum insurance coverage that is to be provided in accordance with the contract or by any limitation as to the amount or type of damages payable pursuant to law including but not limited to the Federal Employers Liability Act.

SECTION 12. The STATE shall require its contractor(s), upon the completion of the work of such contractor(s), to remove from within the limits of the COMPANY's right of way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor(s), and to leave the right of way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of the COMPANY.

SECTION 13. Upon the completion of the work herein contemplated, the COMPANY shall operate and maintain, at its expense, the warning devices and the grade crossings proper, and the STATE shall maintain, or cause to be maintained, the highways up to the ends of the track ties.

The STATE shall operate and maintain, at its expense, the highway traffic control signal installations at the intersections of FAP Route 866/104 (Illinois Route 83) with Grass Lake Road and with Illinois Route 173, including, at Grass Lake Road, the cables between the traffic signal controller and the railroad warning device instrument houses. Each party shall notify the other party, in writing of any contemplated changes to its signal systems which may affect the

interconnection/pre-emptions. No such changes shall be implemented by the requesting party prior to receiving written approval from the other party.

SECTION 14. If at any time subsequent to this improvement, any track(s) in the area of the crossings at Illinois Route 173 and Illinois Route 83 (Main Street) is(are) eliminated for any reason whatsoever, the crossing(s) proper and the track material through the crossing(s) shall be removed with reasonable care by the COMPANY, at its expense, and the serviceable prefabricated crossing panels turned over to the STATE.

The COMPANY will not remove or replace any of the prefabricated crossing material for its routine maintenance without first having obtained concurrence from the STATE as to the serviceability of the material to be removed and/or the type of material to be used as replacement if the existing material is deemed unserviceable. The STATE shall relinquish interest in any prefabricated materials replaced in kind at COMPANY expense.

SECTION 15. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

The COMPANY, for performance of its work as outlined in Section 6 hereof, may bill the STATE monthly (in sets of four) for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its work, shall render to the STATE a detailed statement (in sets of four) of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and the final statement and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY for the amount of the final bill, however, all progressive bills and the final bill are subject to the provisions of Section 17 hereof.

The COMPANY shall maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and other STATE auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the retained amounts, less the deduction of any item(s) of expense as may be found by the Federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the Federal or STATE representatives as not being eligible for reimbursement exceeds any retained amounts, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 16. 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 DOT-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 Agreement or such other remedy 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 anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

SECTION 17. The project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general. The STATE will reimburse the COMPANY as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

SECTION 18. In the event that delays or difficulties arise in securing Federal approval, or in acquiring rights of way, or in settling damages or 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 a construction contract is executed or actual construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void.

SECTION 19. Obligations of the STATE under this Agreement shall cease immediately without penalty or payment should the Illinois General Assembly or the federal funding source fail to appropriate or otherwise make available funds for the project

SECTION 20. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 36-3528025 and the COMPANY is doing business as a corporation.

SECTION 12. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

Executed by the COMPANY, this 17
day of February 2009.

WISCONSIN CENTRAL LTD.

By Paul E Ladue
Name: Paul E Ladue
Title: Regional Dir Contracts

Executed by the STATE, this 25th
day of March, 09.

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

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

By Gary Hannig
Gary Hannig, Acting
Secretary
Date 3-25-09

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

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

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.

:C\document12

document12

Operations Special Capital Project Estimate

IDOT Grass Lake Road and Rte 83

Southern Region
 Technical Services
 Homewood, IL



Estimate: IDOT Grass Lake Road and Rte 83
 Location: Lake Villa and Antioch, IL
 Company Name: Wisconsin Central LTD
 Subdivision Name: Waukesha
 Mile Post: X
 State: X
 Network #:

Date created: X
 Date revised: X
 Status: X

| Description | UM | QTY | PRICE | TOTAL |
|----------------------------|------------------|-------------|-----------|-----------------|
| LABOR | | | | |
| | GANG SIZE | Days | MD | |
| Unload/Distribute Material | 6 | 4 | 24 | \$5,496 |
| remove crossing panels | 5 | 2 | 10 | \$2,290 |
| Install cross ties | 5 | 4 | 20 | \$4,580 |
| Surface Track | 5 | 4 | 20 | \$4,580 |
| Install Crossing Panels | 6 | 4 | 24 | \$5,664 |
| Welding | 2 | 0 | 0 | \$0 |
| Open Line | 1 | 0 | 0 | \$0 |
| Open Line | 0 | 0 | 0 | \$0 |
| Open Line | 0 | 0 | 0 | \$0 |
| S&C Labor | 5 | 32 | 160 | \$41,600 |
| Accounting Labor | 1 | 2 | 2 | \$600 |
| Engineering | 1 | 2 | 2 | \$5,550 |
| Open Line | 0 | 0 | 0 | \$0 |
| Open Line | 0 | 0 | 0 | \$0 |
| Open Line | 0 | 0 | 0 | \$0 |
| TOTAL DIRECT LABOR | | | | \$70,360 |

| Description | UM | QTY | PRICE | TOTAL |
|------------------------------|----|-----|-------|------------------|
| MATERIAL | | | | |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Ballast | | | | \$2,720 |
| Crossing Materials | | | | \$27,831 |
| Open Line | | | | \$0 |
| S&C Material | | | | \$88,342 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| Open Line | | | | \$0 |
| TOTAL DIRECT MATERIAL | | | | \$118,893 |

| Description | UM | QTY | PRICE | TOTAL |
|--|-----|-----|----------|----------|
| OTHER | | | | |
| Per Diem (Track Mandays) | SUM | 98 | \$68.50 | \$6,713 |
| Per Diem (Signal) | SUM | 1 | \$19,200 | \$19,200 |
| Engineering Consulting/Design (Signal) | SUM | 1 | \$8,500 | \$8,500 |
| Contractor Support (Track) | SUM | 15 | \$875 | \$13,125 |
| Contractor Support (Signal) | SUM | 12 | \$840 | \$10,080 |
| Open Line | SUM | 0 | \$0 | \$0 |
| Open Line | TF | 0 | \$30 | \$0 |
| Tax on Signal Equipment Purchases | SUM | 1 | \$8,835 | \$8,835 |

Operations Special Capital Project Estimate

IDOT Grass Lake Road and Rte 83

Southern Region
Technical Services
Homewood, IL



| | | | | |
|----------------------------|-----|----|----------|------------------|
| Rental Equipment (Track) | SUM | 18 | \$2,150 | \$38,700 |
| Open Line | SUM | 0 | \$0 | \$0 |
| Open Line | SUM | 0 | \$0 | \$0 |
| Open Line | SUM | 0 | \$0 | \$0 |
| S&C Contracts Other | SUM | 1 | \$6,000 | \$6,000 |
| Open Line | SUM | 0 | \$0 | \$0 |
| Open Line | SUM | 0 | \$0 | \$0 |
| Utilities - Electrical/Gas | SUM | 1 | \$3,000 | \$3,000 |
| Shipping | SUM | 1 | \$3,000 | \$3,000 |
| Open Line | TN | 0 | \$150 | \$0 |
| Open Line | SUM | 0 | \$0 | \$0 |
| Open Line | SUM | 0 | \$0 | \$0 |
| Contingency | SUM | 1 | \$12,064 | \$12,064 |
| TOTAL OTHER | | | | \$129,217 |

| | UM | QTY | PRICE | TOTAL |
|------------------------------|----|-----------|---------|-----------------|
| MOW Labor Surcharges | | \$70,360 | 120.39% | \$84,706 |
| Accounting Labor Surcharges | | \$600 | 74.34% | \$446 |
| Engineering Labor Surcharges | | \$5,550 | 83.29% | \$4,623 |
| Material Surcharges | | \$118,893 | 5.00% | \$5,945 |
| TOTAL SURCHARGES | | | | \$95,720 |

| | Amount | TOTAL |
|--|--------------|---------------------|
| DONATION | | |
| Recoverable Donation to CN (enter as negative) | (414,189.00) | (414,189.00) |
| TOTAL DONATION | | (414,189.00) |

| | |
|---------------------------|------------------|
| TOTAL PROJECT COST | \$414,189 |
|---------------------------|------------------|

| MATERIAL | FORECAST | FOF IDOT Grass Lake Road and Rte 83 | Waukesha | x | | |
|---|----------|-------------------------------------|----------|-----|------------|----------|
| Material Description | | State Tax | UM | QTY | Unit Price | Total |
| BALLAST TRACK | | 0.00% | TON | 320 | 8.50 | \$2,720 |
| CONCRETE CROSSING MATERIAL (Per Quote) | | 0.00% | TF | 96 | 211.40 | \$20,294 |
| BLACKTOP | | 0.00% | TON | 42 | 170.00 | \$7,140 |
| PERFORATED PIPE, underdrain 6" PVC | | 0.00% | LF | 126 | 2.80 | \$353 |
| TEE for 6" PVC Perforated Pipe | | 0.00% | EA | 2 | 12.50 | \$25 |
| SIGNAL MATERIALS (Per Signal Dept Estimate) | | 0.00% | SM | 1 | 88,342.00 | \$88,342 |

Operations Special Capital Project Estimate

IDOT Grass Lake Road and Rte 83

**Southern Region
Technical Services
Homewood, IL**



STATE COST SUMMARY

| | |
|--------------------------|--|
| Estimate: | IDOT Grass Lake Road and Rte 83 |
| Location: | Lake Villa and Antioch, IL |
| Company Name: | Wisconsin Central LTD |
| Subdivision Name: | Waukesha |
| Mile Post: | x |

x

| | |
|----------------------|-------------------------|
| LABOR | \$160,135 |
| MATERIAL | \$124,838 |
| OTHER | <u>\$129,217</u> |
| PROJECT TOTAL | \$414,189 |

Construction Staging at Grass Lake Road

Stage I

1. Install a temporary flashing light signal and gate unit in the "work zone area" west of the tracks at a point 8'-3" back of the white edge line to control Stage I eastbound traffic.
2. Relocate the existing flashing light signal and gate unit located in the southwest quadrant of the crossing to a point 4'-3" back of the face of proposed curb at its proposed permanent location.

Stage II

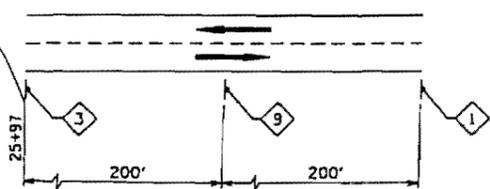
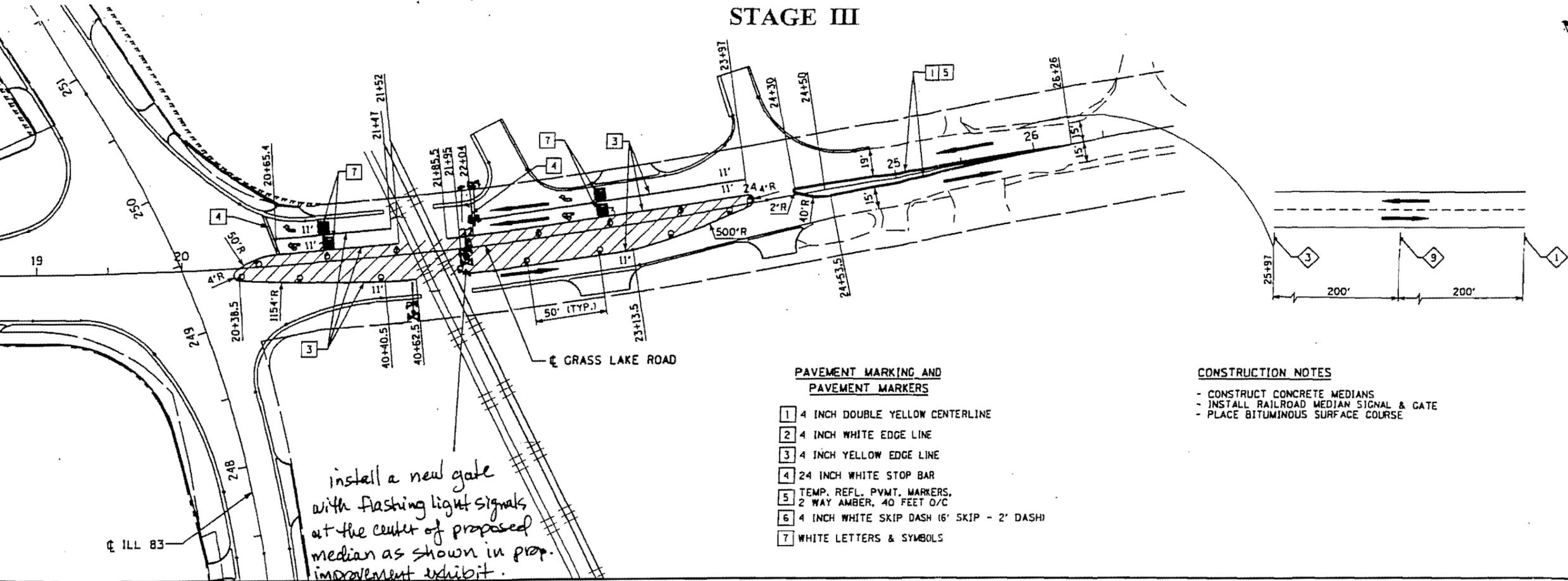
1. Relocate the temporary flashing light signal and gate unit from Stage I to the "work zone area" east of the tracks at a point 8'-3" back of the white edge line to control State II westbound traffic.
2. Relocate and stub the existing flashing light signal and gate unit located in the northeast quadrant of the crossing to a point 4'-3" back of the face of the proposed curb to its proposed permanent location.
3. Install a new flashing light signal unit with back-to-back flashing lights mounted on a 26' cantilever arm and back-to-back flashing light signals mounted at standard height on the mast at a point 4'-3" back of proposed curb in the northeast quadrant of crossing.

Stage III

1. Install a new flashing light signal and gate unit at the center of proposed median east of tracks at a point 12' from the centerline of near track.

EXHIBIT 1
SHEET 1 OF 3
1 3

STAGE III



- PAVEMENT MARKING AND PAVEMENT MARKERS**
- 1 4 INCH DOUBLE YELLOW CENTERLINE
 - 2 4 INCH WHITE EDGE LINE
 - 3 4 INCH YELLOW EDGE LINE
 - 4 24 INCH WHITE STOP BAR
 - 5 TEMP. REFL. PVMT. MARKERS, 2 WAY AMBER, 40 FEET O/C
 - 6 4 INCH WHITE SKIP DASH 16' SKIP - 2' DASH
 - 7 WHITE LETTERS & SYMBOLS

- CONSTRUCTION NOTES**
- CONSTRUCT CONCRETE MEDIANS
 - INSTALL RAILROAD MEDIAN SIGNAL & GATE
 - PLACE BITUMINOUS SURFACE COURSE

install a new gate with flashing light signals at the center of proposed median as shown in prop. improvement exhibit.

EXHIBIT 1
SHEET 3 OF 7

EXHIBIT 1
SHEET 7 OF 7

| REVISIONS | | ILLINOIS DEPARTMENT OF TRANSPORTATION ILLINOIS ROUTE 83 WISC. CENTRAL RR TO WISCONSIN STATE LINE SUGGESTED CONSTRUCTION STAGING GRASS LAKE ROAD STA 20+50 TO STA 26+00 DATE: 1/15/02 |
|-----------|------|---|
| NAME | DATE | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

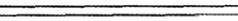
DRAWN BY: WPD
CHECKED BY: MW

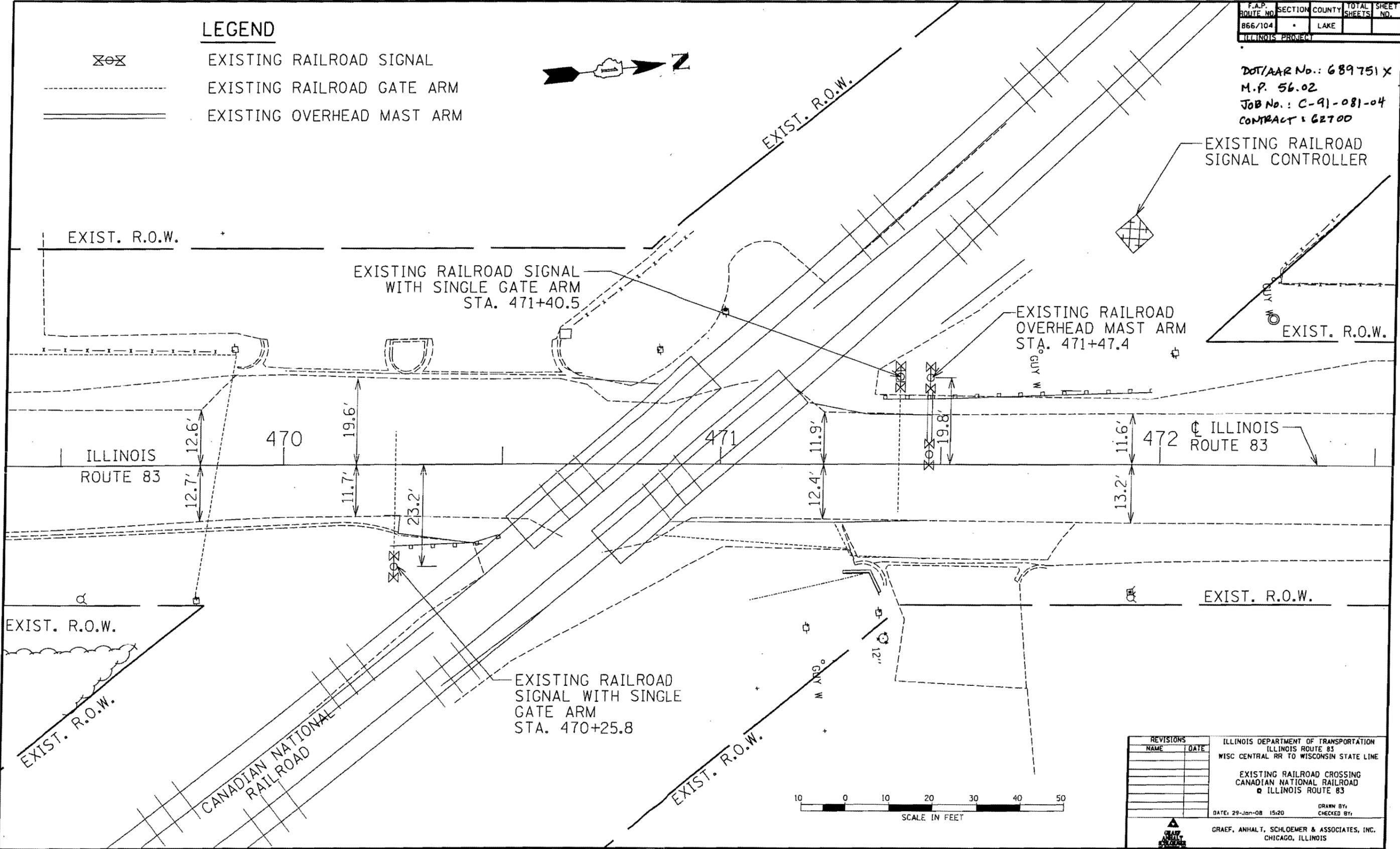
GRAEF, ANHALT, SCHLOEMER & ASSOCIATES, INC.
CHICAGO, ILLINOIS

| | | | | |
|---------------------|---------|--------|--------------|-----------|
| F.A.P. ROUTE NO. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
| 866/104 | . | LAKE | | |
| ILLINOIS PROJECT | | | | |

DOT/AAR No.: 689751 X
M.P. 56.02
JOB No.: C-91-081-04
CONTRACT: 62700

LEGEND

-  EXISTING RAILROAD SIGNAL
-  EXISTING RAILROAD GATE ARM
-  EXISTING OVERHEAD MAST ARM



EXISTING RAILROAD SIGNAL CONTROLLER

EXISTING RAILROAD SIGNAL WITH SINGLE GATE ARM STA. 471+40.5

EXISTING RAILROAD OVERHEAD MAST ARM STA. 471+47.4

EXISTING RAILROAD SIGNAL WITH SINGLE GATE ARM STA. 470+25.8

EXIST. R.O.W.

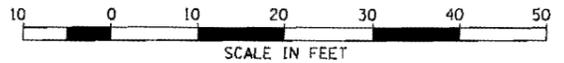
ILLINOIS ROUTE 83

ILLINOIS ROUTE 83

EXIST. R.O.W.

CANADIAN NATIONAL RAILROAD

EXIST. R.O.W.



| REVISIONS | NAME | DATE |
|-----------|------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
ILLINOIS ROUTE 83
WISC. CENTRAL RR TO WISCONSIN STATE LINE

EXISTING RAILROAD CROSSING
CANADIAN NATIONAL RAILROAD
ILLINOIS ROUTE 83

DATE: 29-Jan-08 15:20
DRAWN BY: [blank]
CHECKED BY: [blank]

GRAEF, ANHALT, SCHLOEMER & ASSOCIATES, INC.
CHICAGO, ILLINOIS

Eul 4/7 11.029

LEGEND

⊗

PROPOSED RAILROAD SIGNAL

PROPOSED RAILROAD GATE ARM



EXTEND EACH CROSSING BY 32' (ADD 4 (8) OMNI-CONC. PANELS) FROM BACK OF AGGREGATE SHOULDER TO BACK OF AGG. SHOULDER, TO A TOTAL LENGTH OF 88 FT EA. EXIST. R.O.W.

5' AGGREGATE SHOULDER (TYP.)

3' BITUMINOUS SHOULDER (TYP.)

CONCRETE MEDIAN TYPE SB-6.12

ILLINOIS ROUTE 83

470

471

ILLINOIS ROUTE 83

CONCRETE MEDIAN TYPE SB-6.12

EXIST. R.O.W.

PROP. R.O.W.

EXIST. R.O.W.

4' x 4' EARTH BERM

RELOCATED EXISTING RAILROAD SIGNAL WITH SINGLE GATE ARM STA. 470+16.7

EXIST. R.O.W.

4' x 4' EARTH BERM

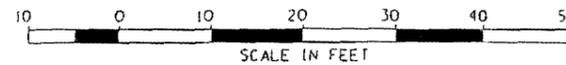
RELOCATED EXISTING RAILROAD SIGNAL WITH SINGLE GATE ARM STA. 471+47.4

PROPOSED 18 FOOT CANTILEVER W/FLS

PROP. R.O.W.
EXIST. R.O.W.

EXIST. R.O.W.

PROP. R.O.W.



CONTRACT No: 62700

| REVISIONS | | ILLINOIS DEPARTMENT OF TRANSPORTATION ILLINOIS ROUTE 83 WISC. CENTRAL RR TO WISCONSIN STATE LINE PROPOSED RAILROAD CROSSING WISCONSIN CENTRAL LTD. RAILROAD ILLINOIS ROUTE 83 |
|-----------|------|--|
| NAME | DATE | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

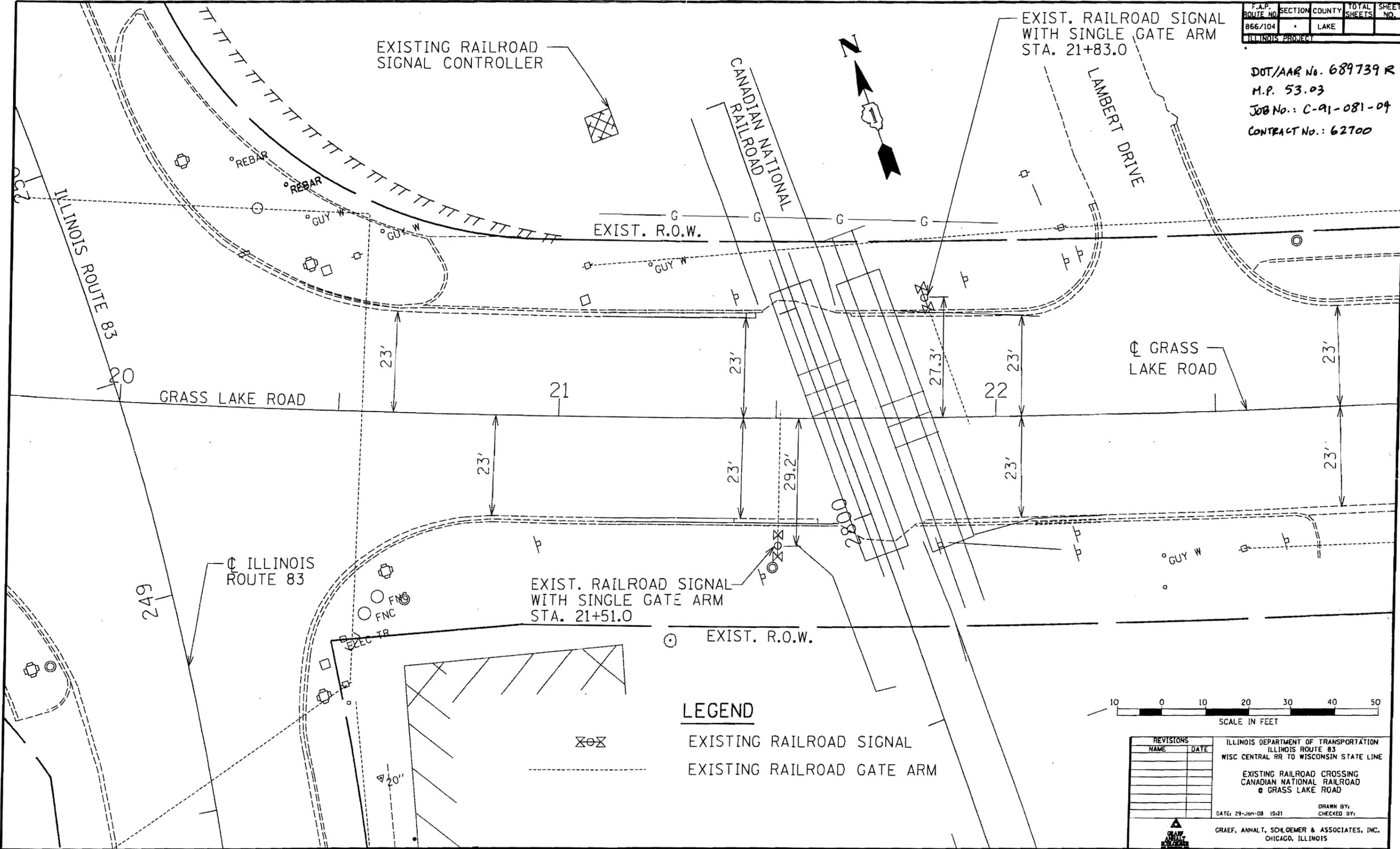
DATE: 07-May-01 10:26
DRAWN BY:
CHECKED BY:
GRAEF, ANHALT, SCHLOEMER & ASSOCIATES, INC.
CHICAGO, ILLINOIS

REVISE JAN 15, 2008 BY A.P.

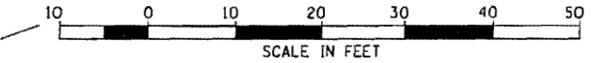
Exhibit 2 (20F2)

| F.A.P. ROUTE NO. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
|------------------|---------|--------|--------------|-----------|
| 866/104 | | LAKE | | |

ILLINOIS PROJECT
 DOT/AAR No. 689739 R
 M.P. 53.03
 JOB No.: C-91-081-04
 CONTRACT No.: 62700



LEGEND
 [Symbol] EXISTING RAILROAD SIGNAL
 [Symbol] EXISTING RAILROAD GATE ARM

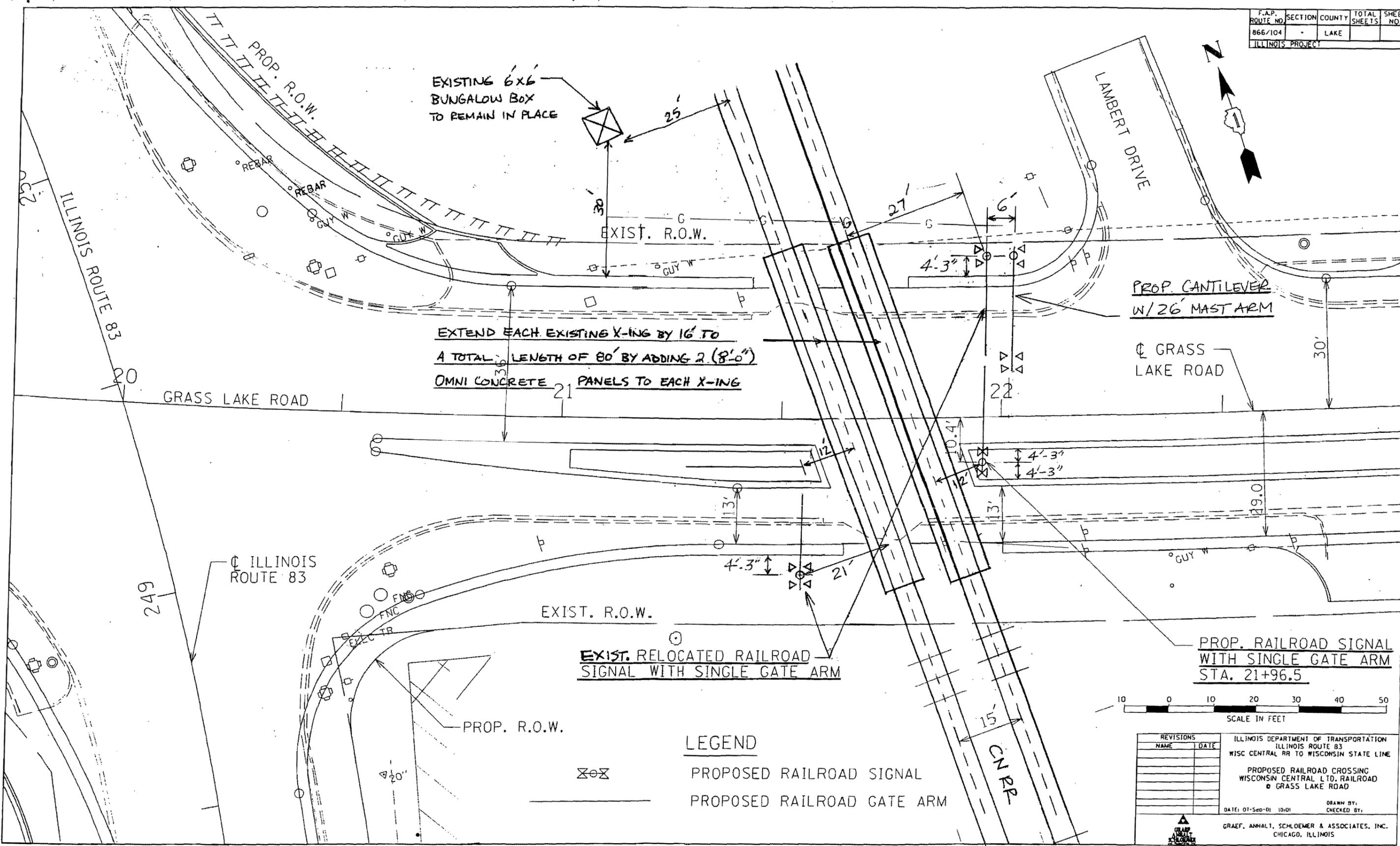


| REVISIONS | |
|-----------|------|
| NAME | DATE |
| | |
| | |
| | |
| | |
| | |
| | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 ILLINOIS ROUTE 83
 WISC. CENTRAL RR TO WISCONSIN STATE LINE
 EXISTING RAILROAD CROSSING
 CANADIAN NATIONAL RAILROAD
 GRASS LAKE ROAD
 DATE: 29-Jan-08 15:21
 DRAWN BY:
 CHECKED BY:
 GRAEF, ANHALT, SCHLOEMER & ASSOCIATES, INC.
 CHICAGO, ILLINOIS

Exhibit 2 (1 of 7)

| | | | | |
|------------------|---------|--------|--------------|-----------|
| F.A.P. ROUTE NO. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO. |
| 866/104 | | LAKE | | |
| ILLINOIS PROJECT | | | | |



EXISTING 6x6 BUNGALOW BOX TO REMAIN IN PLACE

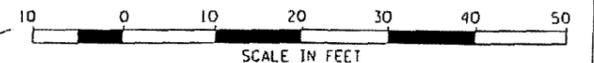
EXTEND EACH EXISTING X-ING BY 16' TO A TOTAL LENGTH OF 80' BY ADDING 2 (8'-0") OMNI CONCRETE PANELS TO EACH X-ING

EXIST. RELOCATED RAILROAD SIGNAL WITH SINGLE GATE ARM

PROP. RAILROAD SIGNAL WITH SINGLE GATE ARM STA. 21+96.5

LEGEND

- PROPOSED RAILROAD SIGNAL
- PROPOSED RAILROAD GATE ARM



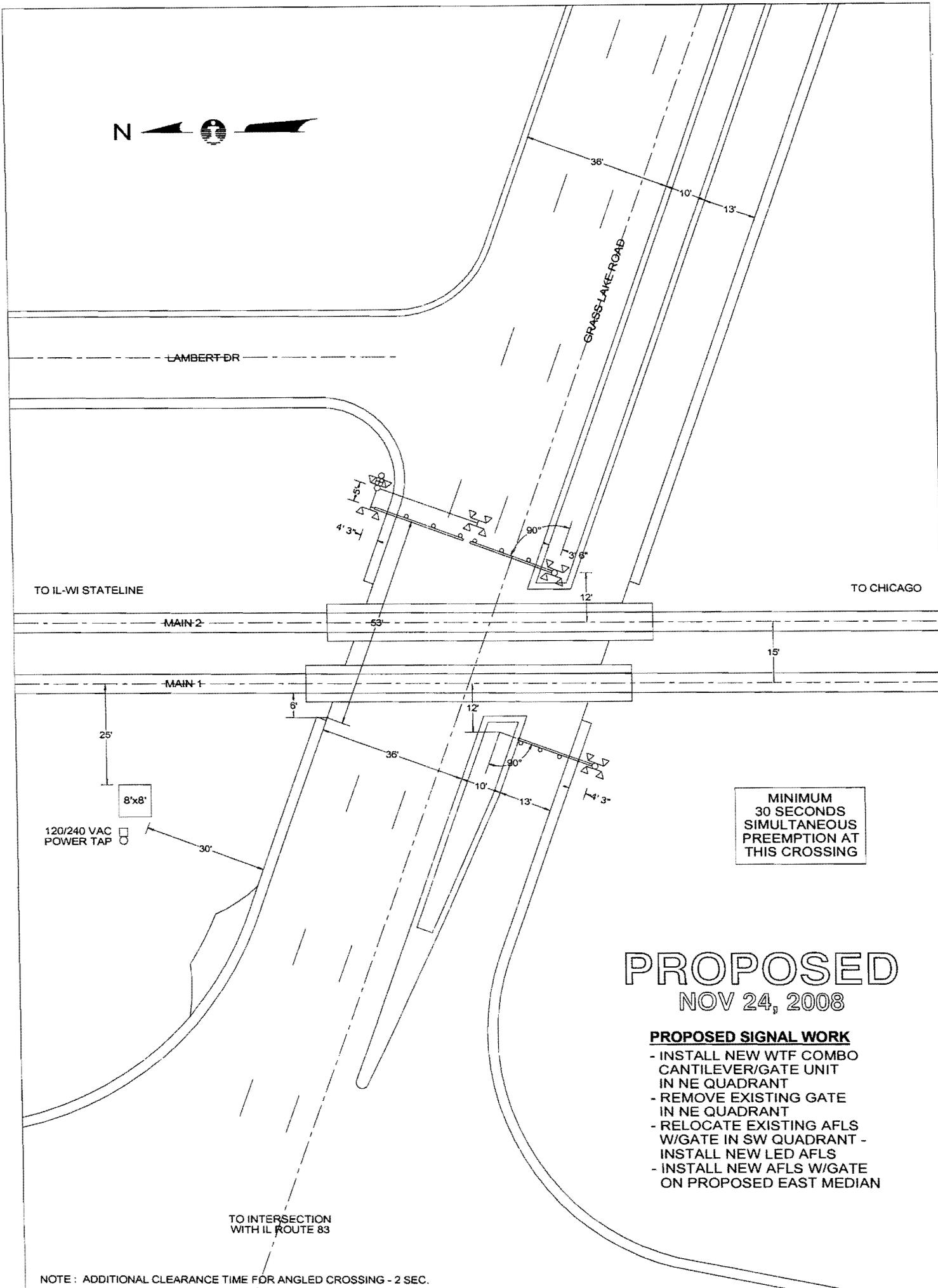
| REVISIONS | |
|-----------|------|
| NAME | DATE |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

ILLINOIS DEPARTMENT OF TRANSPORTATION
ILLINOIS ROUTE 83
WISC. CENTRAL RR TO WISCONSIN STATE LINE

PROPOSED RAILROAD CROSSING
WISCONSIN CENTRAL LTD. RAILROAD
GRASS LAKE ROAD

DATE: 07-Sep-01 10:01
DRAWN BY:
CHECKED BY:

GRAEF, AMALT, SCHLOEMER & ASSOCIATES, INC.
CHICAGO, ILLINOIS



MINIMUM
30 SECONDS
SIMULTANEOUS
PREEMPTION AT
THIS CROSSING

PROPOSED

NOV 24, 2008

PROPOSED SIGNAL WORK

- INSTALL NEW WTF COMBO CANTILEVER/GATE UNIT IN NE QUADRANT
- REMOVE EXISTING GATE IN NE QUADRANT
- RELOCATE EXISTING AFLS W/GATE IN SW QUADRANT -
- INSTALL NEW LED AFLS
- INSTALL NEW AFLS W/GATE ON PROPOSED EAST MEDIAN

NOTE : ADDITIONAL CLEARANCE TIME FOR ANGLED CROSSING - 2 SEC.

| QUADRANT | NE | E MEDIAN | SW |
|-----------------|---------------------|-------------|---------|
| STANDARD AFLS | LED | LED | LED |
| CANTILEVER, FT. | WTF COMBO - 26' ARM | - | - |
| GATE, FT. | OFFSET - 24' ARM | 22 | 20 |
| ADDED LIGHTS | - | - | - |
| BARRICADE | - | - | - |
| MULTI-TK SIGN | 2 TRACK | 2 TRACK | 2 TRACK |
| BELL | X | - | - |
| REVISIONS | | | |



**SIGNALS & COMMUNICATIONS,
ENGINEERING DEPARTMENT**

CITY & STATE
LAKE VILLA, IL

CROSSING
GRASS LAKE ROAD

WAU - 53.03

CHICAGO DIVISION

IN SERVICE

WAU-53.03-X

DATE
NOV 24, 2008

DOT - 689 739R

WAUKESHA SUBDIVISION

DRAWN BY
AVS

SCALE **1"=30'**

