

Operations Special Capital Project Estimate



WASHINGTON ST. GRADE SEPARATION

Southern Region
Design & Construction
Homewood, IL

Estimate:	WASHINGTON ST. GRADE SEPARATION	Date created:	15-Jul-2014
Location:	GRAYSLAKE	Date revised:	15-Jul-2014
Company Name:	WCL	Status:	PRELIM
Subdivision Name:	WAUKESHA		
Mile Post:	46.47		
State:	IL		
Network #:	x		

Description	UM	QTY	PRICE	TOTAL
LABOR	GANG SIZE	Days	MD	
Unload/Distribute Material	5	20	100	\$267
Construct Track	5	16	80	\$267
Surfacing	4	10	40	\$282
Welding	2	16	32	\$272
Install Crossings	5	4	20	\$267
S&C Labor	6	22	132	\$288
Remove Crossings/Cleanup	5	2	10	\$267
Accounting Labor	1	1	1	\$226
Engineering S&C Prelim	1	5	5	\$500
Signal Comm. Tech	1	10	10	\$238
TOTAL DIRECT LABOR				\$119,091

Description	UM	QTY	PRICE	TOTAL
Rail New				\$4,199
Field Welding				\$3,707
Spikes				\$191
Anchors				\$1,845
Tie Plates				\$4,838
Minor OTM				\$17,367
Track Ties				\$2,601
Switch Ties				\$3,849
Ballast				\$10,892
Crossing Materials				\$11,853
S&C Material				\$135,095
TOTAL DIRECT MATERIAL				\$196,437

Description	UM	QTY	PRICE	TOTAL
OTHER				
Per Diem (Mandays)	SUM	430	\$83.93	\$36,090
Engineering Consulting/Design	SUM	1	\$310,000	\$310,000
Rental Equipment	SUM	1	\$50,000	\$50,000
S&C Other	SUM	1	\$64,942	\$64,942
Contingency		10%	\$974,382	\$97,438
TOTAL OTHER				\$558,470

ADDITIVES	UM	QTY	PRICE	TOTAL
Labor Surcharges (full FHWA ILDOT approved)			\$116,364 159.61%	\$185,729
Engineering Labor Surcharges			\$2,500 83.29%	\$2,082
Material Surcharges			\$196,437 5.00%	\$9,822
Accounting			\$226 83.29%	\$189
TOTAL ADDITIVES (EXCLUDES * ITEMS)				\$197,822

DONATION	Amount	TOTAL
Recoverable Donation to CN	(1,071,820.00)	(1,071,820.00)
TOTAL DONATION		(1,071,820.00)

TOTAL PROJECT COST	\$1,071,820
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MATERIAL	FORECAST	FOR :	WASHINGTON ST. GRADE SEPARATION	WAUKESHA	46		
Material Description			State Tax	UM	QTY	Unit Price	Total
NEW 136# - US MADE RAIL			6.25%	LF	176	22.45	\$4,199
THERMITE KIT 136 #			6.25%	EA	28	96.92	\$2,883
THERMITE KIT 132 #			6.25%	EA	8	96.92	\$824
SPIKE TRACK 5/8' X 6", 50 lb Keg			6.25%	CN	6	29.94	\$191
RAIL ANCHOR 136			6.25%	EA	1,152	1.51	\$1,845
PLATE TIE MSR 7-1/2" X 16" 132-136#			6.25%	EA	116	39.25	\$4,838
NEW 136# FHH-GLUED JOINT 16'			6.25%	EA	4	812.89	\$3,455
SS5 SCREW TIE HEAT TREATED			6.25%	EA	464	1.43	\$706
ANGLE BARS			6.25%	EA	8	4.85	\$41
TRACK BOLT w/locknut 132/136#			6.25%	EA	32	3.13	\$107
TRACK WASHER 132/136#			6.25%	EA	32	0.40	\$14
TAPERED RAIL LH 136NEW-132WORN 25'			6.25%	EA	4	1,440.85	\$6,124
TAPERED RAIL RH 136NEW-132WORN 25'			6.25%	EA	4	1,440.85	\$6,124
E-CLIP GALVANIZED 110-136#			6.25%	EA	232	3.23	\$796
TRACK 7" X 9" X 8' 6" HWD #1			6.25%	EA	50	48.95	\$2,601
SWITCH TIE - 10' HW			6.25%	EA	58	62.46	\$3,849
BALLAST ROAD (80T per car)			6.25%	TON	1,120	9.15	\$10,892
RUBBER CROSSING MATERIAL - 136# (Per Quote)			6.25%	TF	48	232.42	\$11,853
SIGNAL MATERIALS (Per Signal Dept Estimate)			6.25%	SM	1.0	127,148.50	\$135,095

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STATE COST SUMMARY

Estimate:	WASHINGTON ST. GRADE SEPARATION
Location:	GRAYSLAKE
Company Name:	WCL
Subdivision Name:	WAUKESHA
Mile Post:	46.47

July 15, 2014

LABOR	\$350,680
MATERIAL	\$226,885
EQUIPMENT	\$82,009
APPROACH WORK	\$0
OTHER	<u>\$412,246</u>
PROJECT TOTAL	\$1,071,820

EXHIBIT E

WCL'S RIGHT OF ENTRY AGREEMENT

IMPORTANT NOTICE

CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

PARTNERSHIP

License must be signed by all of the partners.

MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

RIGHT OF ENTRY LICENSE AGREEMENT

Wisconsin Central Limited (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to _____ (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of _____, Railroad Milepost _____, _____ Subdivision for purposes related to _____ near _____, IL on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$750.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO,

OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. Comprehensive General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Railroad Company name and its Parents
Attn: Rob Glass
17641 South Ashland Avenue
Homewood, IL 60430
708.332.6673 (office)
Rob.Glass@cn.ca

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed

through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on _____.

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

Wisconsin Central Limited

By: _____

Print Name: _____

Title: _____

ACCEPTED:

By: _____

Print Name: _____

Title: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE WISCONSIN CENTRAL LIMITED

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, the employees and/or subcontractors of Licensee doing work shall complete all necessary registration procedures and the Railroad Company Safety and Railroad Security Awareness training thru e-RailSafe at www.e-railsafe.com. Prior to contacting e-RailSafe, the Licensee shall contact CN Special Agent James Conroy at telephone 708-332-5947 or James.Conroy@cn.ca to obtain a CN "Vendor Number" and determine the level of required safety training. Mr. Conroy will determine by the work to be performed the level of safety training to be required, and whether or not background checks will be required of employees and/or subcontractors of Licensee. If required, and prior to entry onto Railroad Company's property, all employees and/or subcontractors must successfully complete a mandatory background check. Railroad Company has exempted from these requirements employees of contractors providing paving services at a road crossing under construction or repair.

If the work will or may foul the track at any time, and before entering Railroad Company's property, all employees and/or subcontractors of Licensee must also complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com.

All employees or subcontractors of Licensee not hired by Railroad Company performing work on Railroad Company property are required to take the basic safety and security tests through contractororientation.com.

Contractor Orientation provides the basic safety, security and personal protective equipment requirements for Railroad Company. Licensees and/or their contractors may find more information on registering at www.contractororientation.com. Licensees and/or their contractors must register and follow the CN links to take the course labeled "Contractor Orientation / Security Awareness Course and Test English."

Minimum information required of the Licensee and/or their contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. The employees, subcontractors, and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of

this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate flagging protection, inspection services, or standby personnel available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

Request for flagging services Southern Region

TO: CN Date submitted: _____
 Attn: Mary Ellen Carmody, Audit Officer
 2800 Livernois, Suite 220
 Troy, Michigan 48083
 (248) 740-6227
 (248) 740-6036 fax
 maryellen.carmody@cn.ca

FROM: _____
 (Name)

I am requesting a flagman for the following project. All blanks below must be completely filled in before any flagman request will be honored. Proof of Insurance must accompany this form. Flagman will be provided within five (5) business days, at your cost, depending on availability. Direct your calls concerning availability and problems to (248) 740-6227.

Project Location: _____

RR milepost, Street, etc. _____

Company: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____

**Agreement or Authorization No.: _____ Dated: _____

With: _____

Contractor's Contact Person: _____ Phone: _____

Date(s) Flagging needed: _____

Starting time: _____ Ending Time: _____

Location for flagman to report: _____

Prepayment for WEEKDAY flagman protection is required, and must be submitted by over-night delivery to the address shown at the top of this page. The prepayment amount will be based on the number of weekdays a flagman is required, at the base rate of \$1000.00 per weekday (1-8 hour continuous period). Prepayment for WEEKEND flagman protection will be at the rate of \$150.00 per hour, with an eight hour (8) minimum of \$1,200.00. Any hours in excess of eight (8) continuous hours per flagman on either WEEKDAY or WEEKEND days are to be prepaid at the rate of \$150.00 per hour. Hours of flagman protection provided in excess of prepayment amounts will be billed at the proper rate and will be promptly paid by over-night delivery.

If project will run longer than originally anticipated, MaryEllen Carmody must be contacted in advance, and an additional check for the overrun submitted by over-night delivery.

Cost for a railroad S&C cable locate is \$250.00, and is to be prepaid by over-night delivery.

*** You must have an agreement with CN railroad subsidiary, such as a Right of Entry Permit, Formal Agreement or State, County, City Project Number and proof of insurance before you can enter the property.*

Description of work to be performed: _____

Will you receive State or Federal Funds as reimbursement for this project? Yes ___ No ___

I agree to pay for flagging services as requested: _____
 Attach map or other location info and fax completed form with cover letter on your company's letterhead and proof of insurance to MaryEllen Carmody (248) 740-6036.



Patrick Jones
Manager Public Works

17641 South Ashland Avenue
Homewood IL 60430

T 708.332.3557

F 708.332.3514

Email: patrick.jones@cn.ca

Right of Entry (ROE) License Agreement Information

Cost is \$750.00* for application

Railroad Company requires everyone (contractor, consultants, etc.) working on Railroad Company property to have a Right-of-Entry (ROE) License Agreement. ROE license agreement applications are handled by email. Once Railroad Company receives the information requested below, and if application is approved, Railroad Company will draw up a ROE License Agreement, and will forward electronic copy by email for applicant's execution. Applicant must return one (1) executed original copy, a check for \$750.00*, and proof of insurance, together in one package to the address above. Application and ROE License Agreement will be delayed if Railroad Company receives the required documents separately, incomplete, or inaccurate. Railroad Company will return a fully executed digital copy of the ROE License Agreement by email for Applicant's files and records. No work may occur on Railroad Company property nor will flagging protection be provided until ROE License Agreement has been fully executed by both parties and returned. * Fee may be increased for special handling.

Please use this form and return by email to submit application request for a Right of Entry agreement.

Contact name –

Name of Applicant/contractor -

Street Address –

City, State, Zip –

Telephone –

Reason for ROE –

Duration of ROE –

Public Agency's Project No. –

Public agency Easement No. (if known) –

Location of project –

FRA/AAR/DOT Crossing No. –

If unable to locate this number at jobsite, please use following links to obtain:

<http://safetydata.fra.dot.gov/officeofsafety/publicsite/crossing/xingqryloc.aspx>

In Illinois

<http://www.icc.illinois.gov/railroad/advanced.aspx?>

If project job site does not have a FRA/AAR/DOT Crossing Number, please attach an aerial snapshot to help identify specific location.

ROE may take up to 4+ weeks to obtain

FAQ

What are the insurance requirements?

Railroad Company allows outside parties to come onto Railroad Company property to perform work, such as survey or inspection work, installation of pipelines and wirelines, and other work for projects necessitating the occupancy of Railroad Company. Before commencing work, and until the license of allowing such occupancy ends or is terminated, outside parties shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

1. Minimum insurance required of outside party:
 - A. Statutory Workers Compensation and Employer's Liability Insurance.
 - B. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit.
 - C. Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The policy must name Railroad Company and its parents as additional insureds in the following form:

Railroad Company name and its Parents
Attn: Rob Glass
17641 South Ashland Avenue
Homewood, IL 60430
708.332.6673 (office)
Rob.Glass@cn.ca

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities, and using endorsement CG 2417 10 01 or equivalent approved by Railroad Company.

- D. When outside party is required by Railroad Company or Governing Authority to purchase Railroad Protective Liability Insurance to cover work on, near or adjacent to railroad track or facilities, and outside party is not being hired for this project by Railroad Company, outside party must procure Railroad Protective Liability Insurance in the following form;

This coverage shall be written on an Occurrence Form with limits of not less than \$5,000,000 per occurrence for Bodily Injury, Personal Injury and Physical Damage to Property, with an aggregate limit of not less than \$10,000,000. The policy must name:

Railroad Company name and its Parents
Attn: Rob Glass
17641 South Ashland Avenue
Homewood, IL 60430
708.332.6673 (office)
Rob.Glass@cn.ca

- E. Pollution Insurance – AS REQUIRED AND DETERMINED BY PROJECT.
 - F. All policies described above must include description of operations, Railroad Company milepost, highway or street name, city and state of location, project number, and Railroad Company contact person on the certificate.
2. Before commencing work, outside party shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverages and, if requested by Railroad Company, true and complete copies of the policies described above. If the policy is being issued in conjunction with, or as a result of, a city, county or state contract, the policy should be initially submitted to the respective city, county or state agency that will review it first and then forward it to Railroad Company.
3. Common Policy Provisions. Each policy described in paragraph 1, parts A through E above, must include the following provisions:

- A. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured.
 - B. Each policy shall provide for not less than thirty (30) days prior written notice to Railroad Company at the address listed above of cancellation of or any material change in that policy.
4. It is understood and agreed that the foregoing insurance coverage requirements, and outside party's compliance with those requirements, is not intended to, and shall not, relieve outside party from, or serve to limit, outside party's liability and indemnity obligations under the provisions herein.
 5. Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage required as circumstances or changing economic conditions may require. Railroad Company shall give outside party written notice of any such requested change at least thirty (30) days before the date of expiration of the then-existing policy or policies, outside party agrees to, and shall, thereupon provide Railroad Company with such revised policy or policies.
 6. Insurance required of SUBCONTRACTOR:
 - A. If a SUBCONTRACTOR is to be employed by outside party to perform work on Railroad Company under or by the permission for occupancy granted to outside party by Railroad Company, before commencing work, the SUBCONTRACTOR shall provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 4 above.
 - B. In the alternative, before the SUBCONTRACTOR commences work for outside party on Railroad Company, outside party may provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 5 above, provided that all such insurance names SUBCONTRACTOR as an additional insured and all such insurance provides coverage to all additional insureds, including Railroad Company, for any liability arising out of work performed by all other additional insureds, including SUBCONTRACTOR.

Is safety training required?

Prior to any entry onto Railroad Company's property, the employees and/or subcontractors of a Contractor, Grantee, Licensee, or Permittee doing work for and hired by Railroad Company shall complete all necessary registration procedures and Railroad Company Safety and Railroad Company Security Awareness training thru e-RailSafe at www.e-railsafe.com. Prior to contacting e-RailSafe, the Grantee, Licensee, Permittee and/or its Contractor shall contact CN Special Agent James Conroy at telephone 708-332-5947 or James.Conroy@cn.ca to obtain a CN "Vendor Number" and determine the level of required safety training. Mr. Conroy will determine by the work to be performed the level of safety training to be required, and whether or not background checks will be required of employees and/or subcontractors of the Contractor, Grantee, Licensee, and/or Permittee. If required, and prior to entry onto Railroad Company's property, such the employees and/or subcontractor must successfully complete a mandatory background check. Railroad Company has exempted from these requirements (1) employees of contractors providing paving services at a road crossing under construction or repair, and (2) those it classifies as "Delivery Persons" from this training, such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

If the work will or may foul the track at any time, and before entering Railroad Company's property, all employees and/or subcontractors of the Contractor, Grantee, Licensee, and/or Permittee must also complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com.

All employees of Grantees, Licensees, Permittees and/or their contractors not hired by Railroad Company performing work on Railroad Company property are required to take the basic safety and security tests through contractororientation.com. Railroad Company has exempted from this requirement those it classifies as "Delivery Persons" from this training, such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

Contractor Orientation provides the basic safety, security and PPE requirements for Railroad Company. Grantees, Licensees, Permittees and/or their contractors may find more information on registering at www.contractororientation.com. Grantees, Licensees, Permittees and/or their contractors must register and

follow the CN links to take the course labeled "Contractor Orientation / Security Awareness Course and Test English."

Minimum information required of the Contractor, Grantee, Licensee, Permittee and/or their contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. The employees, subcontractors, and/or agents of the Grantee, Licensee, Permittee and/or its Contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. The Contractor, Grantee, Licensee, Permittee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of the Contractor, Grantee, Licensee, Permittee and/or their contractor from Railroad Company's property at any time for any reason.

What are the flagging protection rates?

Flagging protection Rates:

Basic rate - 8 hour minimum = \$1,000.00 – Monday thru Friday regular business hours

Overtime rate - hours in excess of 8 hours = \$150.00/hr non regular business hours

Weekend or holiday rate = \$150.00 per hour with a 8 hour minimum or \$1,200.00

Email the above back to patrick.jones@cn.ca

Rev 12-14-12

EXHIBIT F

DRAW REQUEST FORM

Washington Bridge Construction Project Draw Request

Draw Request No. WCL-_____

Amount of Draw Request: \$ _____

Payee of Draw Request: _____

This Draw Request includes: _____ Force Account
_____ Work and Materials by Contractors/Subcontractors

I, the duly authorized representative of the Wisconsin Central Ltd. ("WCL"), hereby certify to the Lake County, Illinois in connection with the Washington Street Bridge Replacement Agreement ("Agreement") between WCL and County, as follows:

1. The following is a description of the articles or services rendered that are the subjects of this Draw Request:
2. The articles described above are in place as indicated and the services described have been completed to the extent indicated.
3. Attached hereto is: [Insert description of attached Documents evidencing payment]
4. The amount set forth in this Draw Request has not been the subject of any other Draw Request.

Date: _____

Name: _____

Title: _____

EXHIBIT G

WCL'S SPECIAL PROVISIONS

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE WISCONSIN CENTRAL LIMITED

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, the employees and/or subcontractors of Licensee doing work shall complete all necessary registration procedures and the Railroad Company Safety and Railroad Security Awareness training thru e-RailSafe at www.e-railsafe.com. Prior to contacting e-RailSafe, the Licensee shall contact CN Special Agent James Conroy at telephone 708-332-5947 or James.Conroy@cn.ca to obtain a CN "Vendor Number" and determine the level of required safety training. Mr. Conroy will determine by the work to be performed the level of safety training to be required, and whether or not background checks will be required of employees and/or subcontractors of Licensee. If required, and prior to entry onto Railroad Company's property, all employees and/or subcontractors must successfully complete a mandatory background check. Railroad Company has exempted from these requirements employees of contractors providing paving services at a road crossing under construction or repair.

If the work will or may foul the track at any time, and before entering Railroad Company's property, all employees and/or subcontractors of Licensee must also complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com.

All employees or subcontractors of Licensee not hired by Railroad Company performing work on Railroad Company property are required to take the basic safety and security tests through contractororientation.com.

Contractor Orientation provides the basic safety, security and personal protective equipment requirements for Railroad Company. Licensees and/or their contractors may find more information on registering at www.contractororientation.com. Licensees and/or their contractors must register and follow the CN links to take the course labeled "Contractor Orientation / Security Awareness Course and Test English."

Minimum information required of the Licensee and/or their contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. The employees, subcontractors, and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section.

Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or

standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate flagging protection, inspection services, or standby personnel available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

EXHIBIT H

WCL'S INSURANCE REQUIREMENTS

**WISCONSIN CENTRAL LTD.
INSURANCE REQUIREMENTS**

1. Minimum insurance required of CONTRACTOR:

- A. Statutory Workers Compensation and Employer's Liability Insurance.
- B. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit.
- C. Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate limit of not less than \$10,000,000. The policy must name the Railroad and its parents as additional insureds in the following form:

Wisconsin Central Ltd. and its Parents
Attn: Rob Glass
17641 South Ashland Avenue
Homewood, IL 60430
708.332.6673 (office)
Rob.Glass@cn.ca

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities, and using endorsement CG 2417 10 01 or equivalent approved by Railroad

- D. When CONTRACTOR is required by Railroad or Governing Authority to purchase Railroad Protective Liability Insurance to cover work on, near or adjacent to railroad track or facilities, and CONTRACTOR is not being hired for this project by Railroad, CONTRACTOR must procure Railroad Protective Liability Insurance in the following form

This coverage shall be written on an Occurrence Form with limits of not less than \$5,000,000 per occurrence for Bodily Injury, Personal Injury and Physical Damage to Property, with an aggregate limit of not less than \$10,000,000. The policy must name:

Wisconsin Central Ltd. and its Parents
Attn: Rob Glass
17641 South Ashland Avenue
Homewood, IL 60430
708.332.6673 (office)
Rob.Glass@cn.ca

- E. Pollution – To be determined by project.
- F. All policies described above must include description of operations, railroad milepost, highway or street name, city and state of location, project number, and Railroad contact person on the certificate.

2. Before commencing work, CONTRACTOR shall deliver to the Railroad a certificate of insurance evidencing the foregoing coverages and, if requested by Railroad, true and complete copies of the policies described above. If the policy is being issued in conjunction with, or as a result of, a city, county or state contract, the policy should be initially submitted to the respective city, county or state agency that will review it first and then forward it to the railroad.
3. Common Policy Provisions. Each policy described in paragraph 1, parts A through E, above must include the following provisions:
 - A. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured.
 - B. Each policy shall provide for not less than thirty days prior written notice to the Railroad at the address listed above of cancellation of or any material change in that policy.
4. It is understood and agreed that the foregoing insurance coverage requirements, and CONTRACTOR's compliance with those requirements, is not intended to, and shall not, relieve CONTRACTOR from, or serve to limit, CONTRACTOR's liability and indemnity obligations under the provisions herein.

The Railroad shall have the right, from time to time, to revise the amount or form of insurance coverage required as circumstances or changing economic conditions may require. The Railroad shall give CONTRACTOR written notice of any such requested change at least thirty days before the date of expiration of the then-existing policy or policies, CONTRACTOR agrees to, and shall, thereupon provide the Railroad with such revised policy or policies.

5. Insurance required of SUBCONTRACTOR:
 - A. If a SUBCONTRACTOR is to be employed by CONTRACTOR for the installation of the work, before commencing work, the SUBCONTRACTOR shall provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 4 above.
 - B. In the alternative, if a SUBCONTRACTOR is to be employed by CONTRACTOR for the installation of the WORK, before the SUBCONTRACTOR commences work, CONTRACTOR may provide and thereafter maintain all of the insurance described in paragraph 1, parts A through E, above, in the same forms and amounts as provided for above and subject to the other terms and conditions provided for in paragraphs 2 through 4 above, provided that all such insurance names SUBCONTRACTOR as an additional insured and all such insurance provides coverage to all additional insureds, including the Railroad, for any liability arising out of WORK performed by all other additional insureds, including SUBCONTRACTOR.

EXHIBIT I

PERMANENT AND TEMPORARY EASEMENTS AND AGREEMENTS

- **1954 ROADWAY CROSSING AGREEMENT**
- **1990 PIPELINE CROSSING LICENSE AGREEMENT**
- **2014 PLAT OF HIGHWAYS**

STATE OF ILLINOIS
WILLIAM G. STRATTON, GOVERNOR
DEPARTMENT OF PUBLIC WORKS AND BUILDINGS
E. A. ROSENSTONE, DIRECTOR
DIVISION OF HIGHWAYS
RALPH R. BARTELSMEYER, CHIEF HIGHWAY ENGINEER

BUREAU OF LOCAL ROADS AND STREETS
108 NORTH FOURTH STREET
SPRINGFIELD

RECEIVED
DEC 24 1954
LAKE COUNTY
HIGHWAY DEPARTMENT

December 22, 1954

FAS ROUTE 1020
Lake County
Section 1216, FL
Project S-471(1)
Proposed installation of flashing light
signals at Wisconsin Central Railroad
grade crossing, 0.8 mile N. of Grays Lake

Mr. R. T. Cash
District Engineer
Elgin, Illinois

Dear Sir:

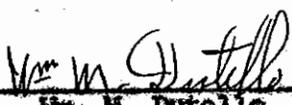
The plans and agreement entered into by the State of Illinois and county of Lake with the Wisconsin Central Railroad Company for the installation of flashing light signals and rehabilitation of the above designated grade crossing were approved on December 17, 1954 by Mr. S. E. Farin, District Engineer of the Bureau of Public Roads.

Please advise the railroad company of this approval and authorize them to begin work on the project in accordance with terms of the executed agreement, with a copy of your letter to this office and a copy to Mr. Farin.

Attached is an original copy of the fully executed agreement to be submitted to the railroad company with your authorization letter. Also included is an extra copy of the agreement and one set of circuit plans for your file.

A copy of the original agreement is being sent today to Mr. M. E. Amstutz.

Very truly yours,


M. M. Duttelle
Engineer of Local Roads
and Streets

LWA:jv
cc -
M. E. Amstutz, Superintendent of Hwys.
S. E. Farin

P. S. Mr. Amstutz: Attached is an original copy of the executed agreement, together with a set of circuit plans for your file.

THIS AGREEMENT made and entered into by the STATE OF ILLINOIS, acting by and through its Department of Public Works and Buildings, hereinafter referred to as "STATE", Party of the First Part, and the COUNTY OF LAKE, State of Illinois, acting by and through its Board of Supervisors, hereinafter referred to as the "COUNTY", Party of the Second Part, and THE WISCONSIN CENTRAL RAILROAD COMPANY, hereinafter referred to as the "COMPANY", Party of the Third Part,

W I T N E S S E T H:

THAT, WHEREAS, Federal-aid Secondary Route 1020, (S.A. Route 51), extends across the COMPANY'S single main line track at an existing grade crossing, presently planked for a width of 24 feet and protected by a pair of plain railroad crossbuck signs, near the southwest corner of the east half of the south east quarter of Section 22, in Township 45 North, Range 10 East of the Third Principal Meridian, approximately 0.8 miles northerly of the railroad station at Grayslake, Lake County, Illinois; and

WHEREAS, for some distance in both directions from the grade crossing, the STATE and the COUNTY propose to improve the said secondary highway, which is surfaced with a 20-foot width of gravel material, by placing thereon a 20-foot bituminous surface, substantially as shown on the print marked Exhibit 1 attached hereto and made a part hereof; and

WHEREAS, in the interest of public safety the parties hereto desire to protect the grade crossing by the installation of flashing light signals, automatically controlled by track circuits, in lieu of the existing railroad crossbuck signs, and to renew and extend the grade crossing proper to limits as established by the locations of the proposed signal units; and

WHEREAS, the proposed improvement shall be financed in part with Federal funds as made available by the Federal-aid Highway Act; and