



**CANADIAN  
PACIFIC**

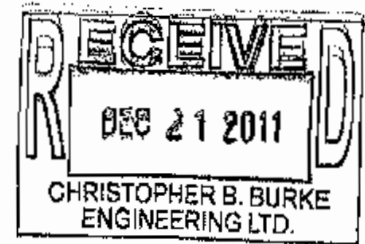
Engineering Services  
Structures & Projects  
Suite 1510  
501 Marquette Ave  
Minneapolis MN 55402

**DRAFT**

December 19, 2011

Engr. File: X-C&M-042-75-R  
Wadsworth, IL

Christopher B. Burke Engineering, LTD  
Attn: Martin C. Worman, PE – Project Manager  
9575 w. Higgins Road, Suite 600  
Rosemount, IL 60018



RE: Wadsworth Road Improvements  
Mile Post 42.75 – C&M Subdivision  
Wadsworth, Lake County, Illinois

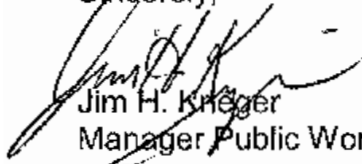
Dear Mr. Worman:

Attached for your further handling and Lake County's review, approval and execution are two counterparts of Stipulation Agreement between Lake County, Illinois and Canadian Pacific (CP). Stipulation Agreement is covering the grade crossing surface renewal, grade crossing signal relocations and installation of pedestrian flashers with gates in conjunction with the county's roadway improvement project at Wadsworth Road in Wadsworth, IL.

Please arrange for execution of both counterparts by the county and return for our further handling and execution. One fully executed copy will be sent to you for the county's records.

If you have any further questions or concerns regarding this matter feel free to contact me at above address or by phone at 612-904-5994.

Sincerely,

  
Jim H. Kröger  
Manager Public Works

JHK



**CANADIAN  
PACIFIC**

Engineering Services  
Structures & Projects  
Suite 1510  
501 Marquette Ave  
Minneapolis MN 55402

**DRAFT**

## **AGREEMENT**

**THIS AGREEMENT** made and entered into by and between Lake County, a Governmental Subdivision of the State of Illinois, hereinafter referred to as the "ROAD AUTHORITY" and SOO LINE RAILROAD COMPANY, doing business as CANADIAN PACIFIC RAILWAY, hereinafter referred to as the "COMPANY."

### **WITNESSETH**

**WHEREAS**, Wadsworth Rd. with DOT # 388067F as presently located near the City of Wadsworth, Lake County, Illinois, crosses at grade double main line track of the COMPANY at railroad mile post 42.75 on the C&M Subdivision and is constructed with rubber crossing surface and warning devices that consist of standard railroad flashing light signals with half roadway gates; and

**WHEREAS**, the ROAD AUTHORITY proposes to reconstruct and widen the existing roadway and to have the COMPANY install an improved crossing surface with concrete crossing surface material, relocate existing warning devices and install pedestrian flasher/gates, substantially as shown on the plan attached hereto, and marked Exhibit "A"; and

**WHEREAS**, the parties desire to set forth the terms and conditions for reconstruction and widening of said crossing; and

**WHEREAS**, the crossing surface work herein proposed to be performed by the COMPANY shall be completed with the street closed to traffic, the warning device relocation will be coordinated accordingly.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

**SECTION 1.** The "Standard Provisions for Highway-Railroad Agreements" attached hereto as Exhibit "B" are hereby made a part of this Agreement.

**SECTION 2.** Subject to the terms of this agreement, the COMPANY hereby grants its consent to the reconstruction and widening of Wadsworth Road across its tracks as proposed by the ROAD AUTHORITY.

**SECTION 3.** The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for its project in addition to that provided for in Section 2 and shall construct and complete its project all without cost or assessment to the COMPANY.

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

**1. WORK BY THE COMPANY.** The COMPANY shall furnish, or cause to be furnished, all of the labor, materials and work equipment required to perform and complete:

- a. The removal of the existing grade crossing surface.
- b. The preparation of the track structure.
- c. The installation of concrete crossing material.
- d. The relocation of the existing warning devices.
- e. The installation of pedestrian flashers and gates.
- f. Incidental work necessary to complete the items hereinabove specified.

The estimated total cost of the work to be performed hereunder by the COMPANY at the expense of the ROAD AUTHORITY as outlined above is \$383,889.84 as indicated in the detailed estimate of cost attached hereto and marked Exhibit "C".

The COMPANY warrants that it shall perform all work under this agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the ROAD AUTHORITY may immediately suspend further payments under this agreement and the COMPANY shall repay all funds expended on unsatisfactory work.

**2. WORK BY THE ROAD AUTHORITY.** The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, material and work equipment required to perform and complete:

- a. The reconstruction and widening of Wadsworth Road crossing, including utility work, grading, paving, installation of approach signs, pavement markings and drainage facilities.
- b. The paving of the roadway approaches up to the edge of the concrete crossing surface installed by the COMPANY under "1.c" above.
- c. Traffic control and detour signing.
- d. Incidental work necessary to complete the items hereinabove specified.

3. The work of the **COMPANY** and the **ROAD AUTHORITY** shall be completed in accordance with the Exhibit "A" schematic attached hereto and the final project plans and specifications approved by the Illinois Department of Transportation.

**SECTION 5.** In compliance with the Federal Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1, dated April 25, 1975, and supplements, which determine **COMPANY** benefit and liability, the proposed grade crossing improvement meets Classification 1 of Paragraph 6(b), a category not considered as a benefit to the **COMPANY**, and no contribution by the **COMPANY** is required.

**SECTION 6.** Upon completion of this project, Lake County will reassume jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the ends of the track ties at its expense. The **COMPANY** shall operate and maintain its track, the crossing over its ties and the crossing warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the **COMPANY** abandons its railroad operations over said track in the future, in which event the **ROAD AUTHORITY** may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense.

**SECTION 7.** 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 officers, as of the dates below indicated.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be duly executed.

LAKE COUNTY, IL

SOO LINE RAILROAD COMPANY  
d/b/a  
CANADIAN PACIFIC

Recommended for Approval:

Recommended for Approval:

By: \_\_\_\_\_  
County Engineer

By: \_\_\_\_\_  
Manager Public Works

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

APPROVED:

APPROVED:

\_\_\_\_\_  
Chair, County Board

\_\_\_\_\_  
VP Engineering

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

Attest: \_\_\_\_\_  
County Coordinator

Date: \_\_\_\_\_, 2011

Approved to form:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_, 2011





STANDARD PROVISIONS FOR HIGHWAY-RAILROAD AGREEMENTS **DRAFT**  
(FEDERAL AID PROJECTS)

1. ALL COMPANY work shall be performed in accordance with the terms, stipulations and conditions contained in the US Department of Transportation, Federal-Aid Highway Program Manual Volume 1, Chapter 4, Section 3 and supplements to or revisions thereafter.
2. The COMPANY, for performance of its work, may bill the ROAD AUTHORITY monthly for the ROAD AUTHORITY'S share of the actual cost and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY after verifying that the bill is reasonable and proper shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expensed it incurred, including allowable additives. After the ROAD AUTHORITY'S representatives have checked the final statement and have agreed that the cost are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expensed incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

3. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements in general. The use of said guidelines for reimbursement between the parties hereto shall not be deemed to require reimbursement of the ROAD AUTHORITY by the Federal Highway Administration as a condition precedent to the ROAD AUTHORITY'S obligation.
4. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage or interference to the COMPANY'S tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnish flagging and such other protective services as might be necessary to insure safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor or contractors shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or traffic or the COMPANY is mentioned in this agreement, it is intended to cover all user of the COMPANY'S track having permission for such use.

5. The ROAD AUTHORITY shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false work, debris and rubbish from COMPANY right-of-way, to provide proper drainage away from COMPANY track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY'S Chief Engineer or his representative.
6. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the work herein provided to be done by the ROAD AUTHORITY shall require that the contractor or sub-contractor protect SOO LINE RAILROAD COMPANY, and any other railroad occupying or using COMPANY right-of-way or lines of railroad with the permission of the COMPANY, against all loss and damage arising from the activities of the contractor, its forces. Or any of its subcontractors or agents, and shall further provide that the contractor shall furnish the COMPANY a Railroad Protective Liability Insurance policy providing for protection of the COMPANY, on accordance with the Federal-Aid Policy Guide, Title 23, Part 140, Subpart 1 and any supplements to or revisions unless otherwise noted. The limits of the policy shall be not loess than \$2,000,000 combined single limit per occurrence for bodily injury, death, property damage and physical damage to property, with an aggregate limit of not less than \$6,000,000 per policy period. The insurance policy shall be delivered to and approved by the COMPANY prior to entry upon or use of its property to commence work upon, over, under, across or adjacent to COMPANY tracks by and contractor.
7. Subsequent to the award of any contract, and before any work is started on this project, an conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and the interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operation will be adopted.
8. The COMPANY will credit the ROAD AUTHORITY for the salvage value of all track, communication and signal line material used on a temporary basis during the construction of the project and accepted by the COMPANY for return to its stock.

The ROAD AUTHORITY shall be afforded a reasonable opportunity to inspect materials recovered by the COMPANY prior to disposal by sale of scrap.

9. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks advance notice to the ROAD AUTHORITY'S engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the COMPANY after tow weeks advance notice is given to the ROAD AUTHORITY'S engineer. The COMPANY a the expense of the ROAD AUTHORITY shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.



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**CANADIAN PACIFIC RAILWAY**

Wadsworth Rd., Wadsworth, IL

DOT # 388 067 F M.P. 42.75

RSS Project Number: C-10-960 - Rev. 3.0 County adding Pedestrian Gates

May 3, 2011

LINE NO.	Qty.	DESCRIPTION OF MATERIALS	UNIT COST	TOTAL COST
1		<b>House (Plans Sheet 1)</b>		
2	1	Padlock, Combination, Programm (Container), P/N 409915-T09043	25.00	\$25.00
3	2	Padlock, Hexagon OR Spanner w/... (Gates and Cant.), P/N 030399-16X	22.00	\$44.00
4		<b>Gates (Plans Sheet 1)</b>		
5	2	Mast, "S" 5" X 16'0" Std. Hole, P/N 070519-40AX	1473.60	\$2,947.20
6	2	Gate, Model "S-40", Entrance P/N 074000-W00105	5550.00	\$11,100.00
7	2	KIT, S-40 CP WIRING HARN. A, P/N 074039-24X-CP1	491.85	\$983.70
8	2	FLX-4000 & X-ARM 2-Way, P/N 042001-L40011	2200.00	\$4,400.00
9	2	DOT Signs (Flashers)	18.75	\$37.50
10	32	Nut, Insulated, P/N 023408-1X	5.97	\$191.04
11	2	Support, Arm Assy, P/N 070920-211LRX	650.00	\$1,300.00
12	2	Gate Arm, 16'-32' Alum/Fiber, P/N 250938-T11152	725.00	\$1,450.00
13	2	Lamp Kits, EZ Gate (R) Lamp, Inc	250.00	\$500.00
14	2	Sign, RR Cross, P/N 035200-DXD	416.80	\$833.60
15	2	Bell, Electronic, 4"-5" Base, P/N 253165-T10906	435.00	\$870.00
16	2	Gate Hardware Package, Sign 5" MTG, P/N 071367-4X	127.90	\$255.80
17	250	Wire, #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.42	\$105.00
18	2	Foundation, Assembly, P/N 035903-912X (Gate)	400.00	\$800.00
19	1	Wrench Kit, Torque, P/N 070981-X	229.60	\$229.60
20		<b>Electrical Grounding (Plans Sheet 1)</b>		
21	2	Rod, Ground 5/8" X 10', P/N 112152-T01991 (House, Case, Gates and Cant.)	27.00	\$54.00
22	2	Connection, 1-Shot Cadweld #SBN, P/N 112026-T01958	9.98	\$19.96
23	75	Wire, #6 Solid Soft Drawn Copp, P/N 400999-T00027	0.90	\$67.50
24		<b>Ground Materials (Plans Sheet 1)</b>		
25	6	Duct Seal / 5 lb. Bags, P/N 116152-T00151	15.00	\$90.00
26	1	Sealant, Permagum Plastic, P/N 400999-T00185	12.00	\$12.00
27	500	Cable, Underground 10C #14 SO, P/N 099044-T10005 (House and Case)	2.02	\$1,010.00
28	500	Cable, U.G. 7C #6 Solid Copper, P/N 409244-T06526 (House and Case)	7.59	\$3,795.00
29		<b>House Equipment (Plans Sheets 2-20)</b>		
30	2	Resistor, Variable 5 Ohm P/N 029603-2X	57.24	\$114.48
31	2	Resistor, Ohm P/N 029603-2X	52.00	\$104.00
32	2	Diode, For CN, Rail Jobs, P/N 8A299-6	43.00	\$86.00
33	1	Breaker SGL 20A, P/N 007471-1B	9.95	\$9.95
34	1	Breaker 2-Pole 20A, P/N 007471-1C	21.73	\$21.73
35	2	Fuse, 5A, FRN-5, P/N 310152-T00391	12.00	\$24.00
36	2	Fuse, 10 AMP, 250 Volt, FRN-R-10, P/N T13212	12.00	\$24.00
37	2	Block, Assy, Fuse, BKLT (CUCA), P/N 027614-1X	67.50	\$135.00
38	1	Protector, Surge SP20-3A, P/N 010807-7AX	150.00	\$150.00
39	1	Panel, Surge, 3 Track, With, P/N 051883-199X1	367.80	\$367.80
40	8	Nut, Insulated, P/N 023408-1X	6.12	\$48.96
41	6	Equalizer without Base, P/N 022700-1X	21.25	\$127.50
42	14	Arrester, Clearview, (CUCA), P/N 022485-28X	18.57	\$259.98
43	14	Arrester, Heavy Duty, Clearview, P/N 022585-1X	49.50	\$693.00
44	6	Panduit, E2X3LG6 Taylor #92030, P/N 098152-T00256	2.00	\$12.00
45	6	Cover, Panduit #C2LG6 2"x 6', P/N 098152-T00259	2.00	\$12.00

**EXHIBIT C**

DRAFT

### CANADIAN PACIFIC RAILWAY

Wadsworth Rd., Wadsworth, IL

DOT # 368 067 F M.P. 42.75

RSS Project Number: C-10-960 - Rev. 3.0 County adding Pedestrian Gates

May 3, 2011

46	4	Cover, Panduit 1"x 6', P/N 018-06-021	0.57	\$2.28
47	4	Duct Panduit, 1"x3"x6', P/N 018-06-020	2.63	\$10.52
48	14	Block, Terminal, 2-3/8" Center, P/N 023612-1X	7.00	\$98.00
49	14	Block, Terminal, 12, P/N 023274-501X	15.00	\$210.00
50	14	Block, Terminal 12 Post, P/N 023390-12X	15.00	\$210.00
51	14	Connector, 1/2" Straight, P/N 409152-T09455	4.00	\$56.00
52	750	Wire #16 Okonite T.C Blue #11, P/N 099056-T01538	0.25	\$187.50
53	1000	Wire #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.45	\$450.00
54	50	Wire #10 Green, Insulated, TH..., P/N 099152-T08707	0.34	\$17.00
55	50	Wire #6 AWG, Stranded Copper..., P/N 099152-T06958	0.79	\$39.50
56	200	Terminal, #12-10, 1/4" Binding, P/N 097769-T02961	0.35	\$70.00
57	75	Terminal, AMP, 16/14 HD, AWG.S, P/N 091769-T06180	0.90	\$67.50
58	16	Lug, #6 Battery, For Aicad Bat, P/N 091643-T08694	0.80	\$12.80
59	34	Conduit, 1/2" Flex, Metal, P/N 409152-T09456	0.69	\$23.46
60	1	Cover, Handy Box	1.00	\$1.00
61	1	Box, Wall Mount, Allen Bradley, P/N 001152-T09991	94.00	\$94.00
62	1	Box 2x4 Outlet, P/N 7200	3.00	\$3.00
63	5	Connector, Flex Conduit, 1/2" 90, P/N T12975	3.00	\$15.00
64			Total:	\$34,878.86

EXHIBIT C

**CANADIAN PACIFIC RAILWAY**

Wadsworth Rd., Wadsworth, IL

DOT # 388 067 F M.P. 42.75

RSS Project Number: C-10-960 - Rev. 3.0 County adding Pedestrian Gates

May 3, 2011

LINE NO.	Qty.	DESCRIPTION OF LABOR/EQUIPMENT	UNIT COST	TOTAL COST
1		CANADIAN PACIFIC RAILWAY LABOR		
2	80	Signal Gang, Foreman	32.09	\$2,567.20
3		Signal Gang, Foreman, Overtime	48.14	\$0.00
4	80	Signal Gang, Lead Signaller	27.75	\$2,220.00
5		Signal Gang, Assistant Foreman, Overtime	41.63	\$0.00
6	80	Signal Gang, Signaller	26.33	\$2,106.40
7		Signal Gang, Signaller, Overtime	39.50	\$0.00
8	160	Signal Gang, Assistant Signaller	23.27	\$3,723.20
9		Signal Gang, Assistant Signaller, Overtime	34.91	\$0.00
10	10	Signal Supervisor	39.50	\$395.00
11	16	Accounting/Billing Clerk	21.66	\$346.56
12		Track Gang, Foreman	25.87	\$0.00
13	0	Track Gang, Laborers	22.94	\$0.00
14		SUBTOTAL CPR DIRECT LABOR:		\$11,358.36
15				
16		RAIL SIGNAL SYSTEM LABOR		
17	22.5	Senior Signal Engineer	100	\$2,250.00
18	12	Signal Engineer	90	\$1,080.00
19	20	Project Engineer	67	\$1,340.00
20	17.5	Project Manager	63	\$1,102.50
21	8	Project Administrator	45	\$360.00
22	8	Comptroller	60	\$480.00
23	25	Senior Design Technician	45	\$1,125.00
23	4	Billing Clerk	36	\$144.00
24		SUBTOTAL RSS DIRECT LABOR:		\$7,881.50
25				
26		CANADIAN PACIFIC RAILWAY TRAVEL		
27		Employee Airfare		\$0.00
28	40	Employee Meals (Per Diem)	35.00	\$1,400.00
29	40	Employee Travel & Lodging (Per Diem)	50.00	\$2,000.00
30		SUBTOTAL CPR TRAVEL:		\$3,400.00
31				
32		CANADIAN PACIFIC RAILWAY EQUIPMENT		
33		Truck, Pickup, 1 Ton, Crew Cab		
34	10	Hourly	11.25	\$112.50
35		Daily	112.50	\$0.00
36		Weekly	450.00	\$0.00
37				
38		Truck, Pickup, with Hyrail		
39	80	Hourly	15.60	\$1,248.00
40		Daily	156.00	\$0.00
41		Weekly	624.00	\$0.00
42				
43		Truck, Diesel, Boom, Telescoping		
44	80	Hourly	80.10	\$6,408.00







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**CANADIAN PACIFIC RAILWAY**

Wadsworth Rd., Wadsworth, IL

DOT # 388 067 F M.P. 42.75

RSS Project Number: C-10-960 - Rev. 3.0 County adding Pedestrian Gates

May 3, 2011

LINE NO.	Qty.	SUMMARY OF PROJECT TOTAL ESTIMATE	UNIT COST	TOTAL COST
74		<b>OUTSIDE SERVICES EXPENSES</b>		
75	75	Boring, 4" Schedule 80 PVC, per foot	45.00	\$3,375.00
76	1	Rock, SB2, Fill Dirt	500.00	\$500.00
77		AC Meter Service	3,300.00	\$0.00
78	40	Safetran Shop Wiring & Testing	78.11	\$3,124.40
79	6	Engineering Check	91.11	\$546.66
80				\$0.00
81				
82				
83	200	Freight Miles (Containers)	8.28	\$1,656.00
84		Freight Miles (Flatbed Truck for Delivery of Cantilevers)	4.88	\$0.00
85	0.5	Container Drop Charge	350.00	\$175.00
86	0.5	Container Cleanout	380.00	\$190.00
87	60	Container Useage Days @ \$8.25	8.25	\$495.00
88		<b>SUBTOTAL OUTSIDE SERVICES:</b>		\$10,062.06
89				
90		<b>SUBTOTAL CPR TRAVEL, EQUIPMENT &amp; OUTSIDE SERVICES:</b>		\$24,874.56
1	1	<b>SUBTOTAL MATERIAL:</b>	34,878.86	\$34,878.86
2	1	<b>TAXES:</b>	6.78%	\$2,364.79
3	1	<b>SUBTOTAL RSS DIRECT LABOR:</b>	7,881.50	\$7,881.50
4	1	<b>RSS PROFIT:</b>	12.00%	\$945.78
5	1	<b>SUBTOTAL CPR DIRECT LABOR:</b>	11,358.36	\$11,358.36
6	1	<b>CPR DIRECT LABOR ADDITIVES RATE:</b>	120.73%	\$13,712.95
7	1	<b>CPR GENERAL LIABILITY INSURANCE RATE:</b>	13.50%	\$1,533.38
8	1	<b>SUBTOTAL CPR TRAVEL, EQUIPMENT &amp; OUTSIDE SERVICES:</b>	\$24,874.56	\$24,874.56
9		<b>PROJECT TOTAL:</b>		\$97,550.17

**EXHIBIT C**



DRAFT

**CANADIAN PACIFIC RAILWAY**

Wadsworth Rd., Wadsworth, IL

DOT # 388 067 F M.P. 42.75

RSS Project Number: C-10-960 - Rev. 3.0 State Funding Upgrade

May 3, 2011

LINE NO.	Qty.	DESCRIPTION OF MATERIALS	UNIT COST	TOTAL COST
1		<b>House (Plans Sheet 1)</b>		
2		<b>Gates (Plans Sheet 1)</b>		
3	1	FLX-4000 & X-ARM 1-Way, P/N 042003-MLED1W	1400.00	\$1,400.00
4	2	FLX-4000 & X-ARM 2-Way, P/N 042001-L40011	2200.00	\$4,400.00
5	1	Offset Bracket, Side Lights	375.00	\$375.00
6	2	Bracket, High Wind, NEG 191036, P/N 259371-T10128	168.40	\$336.80
7	2	Lamp Kits, EZ Gate (R) Lamp, Inc	250.00	\$500.00
8	2	Foundation, Assembly, P/N 035903-912X (Gate)	400.00	\$800.00
9	2	FLX-4000 & X-ARM 2-Way, P/N 042001-L40011	2200.00	\$4,400.00
10	2	Lamp Kits, EZ Gate (R) Lamp, Inc	250.00	\$500.00
11	1	Bell, Electronic, 4"-5" Base, P/N 253165-T10906	435.00	\$435.00
12	250	Wire, #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.42	\$105.00
13	2	Foundation, Assembly, P/N 035903-912X (Gate)	400.00	\$800.00
14		<b>Electrical Grounding (Plans Sheet 1)</b>		
15	2	Rod, Ground 5/8" X 10', P/N 112152-T01991 (House, Case, Gates and Cant.)	27.00	\$54.00
16	2	Connection, 1-Shot Cadweld #SBN, P/N 112026-T01958	9.98	\$19.96
17	75	Wire, #6 Solid Soft Drawn Copp, P/N 400999-T00027	0.90	\$67.50
18		<b>Ground Materials (Plans Sheet 1)</b>		
19	4	Clamp, Ins. Wire W/O Base Ins., P/N 021378-23X	11.21	\$44.84
20	4	Sleeve, Tab Style For 3/16" ST, P/N 0960106-T12346	1.77	\$7.08
21	4	Sleeve, BS/BS, P/N 0960107-T12346	1.07	\$4.28
22	4	Sleeve, #6/BS, P/N 0960108-T12346	1.07	\$4.28
23	4	Web Bonds, P/N 115027-T00149	4.88	\$19.52
24	25	Terminal, Ring Tongue, Wire Rang, P/N 097000-T00003	1.11	\$27.71
25	4	Clip, Trk. Circuit Retainer, 1, P/N 999026-T08742	4.04	\$16.16
26	150	Bondstrand, Insulation 3/32" D, P/N 021624-3	1.74	\$261.00
27	6	Duct Seal / 5 lb. Bags, P/N 116152-T00151	15.00	\$90.00
28	2	Sealant, Permagem Plastic, P/N 400999-T00185	12.00	\$24.00
29	4	Tubing, Heat Shrink, 6" Long, P/N 116033-T10483	40.00	\$160.00
30	2	Tape, Electrical Vinyl, Cold Wea., P/N 116136-T10734	6.00	\$12.00
31	4	Hose, 2" Dia. X 18" Long, P/N 400999-T010154	5.00	\$20.00
32	1	Broom, Heavy Duty #1003308, P/N 350053-T11934	14.00	\$14.00
33	400	Cable, Underground 2C #6 TW, P/N 099044-T10004 (House and Case)	2.08	\$832.00
34	500	Cable, Underground 10C #14 SO, P/N 099044-T10005 (House and Case)	2.02	\$1,010.00
35	500	Cable, U.G. 7C #6 Solid Copper, P/N 409244-T06526 (House and Case)	7.59	\$3,795.00
36		<b>House Equipment (Plans Sheets 2-20)</b>		
37	2	Resistor, Variable 5 Ohm P/N 029603-2X	57.24	\$114.48
38	1	Event Recorder, SEAR II, CP SOO, P/N 8311-80290-00000	2992.25	\$2,992.25
39	2	ILOD for SEAR II, P/N A80271	512.00	\$1,024.00
40	2	Resistor, Ohm P/N 029603-2X	52.00	\$104.00
41	1	SSCC III Plus, 40A Crossing, P/N 9000-91190-1101	5200.00	\$5,200.00
42	2	Diode, For CN, Rail Jobs, P/N 8A299-6	43.00	\$86.00
43	2	Charger, ERB-C 12/4001C, P/N 150395-T11922	1295.98	\$2,591.96
44	2	Fuse, 5A, FRN-5, P/N 310152-T00391	12.00	\$24.00
45	2	Fuse, 10 AMP, 250 Volt, FRN-R-10, P/N T13212	12.00	\$24.00

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46	2	Block, Assy, Fuse, BKLT (CUCA), P/N 027614-1X	67.50	\$135.00
47	1	Protector, Surge SP20-3A, P/N 010807-7AX	150.00	\$150.00
48	8	Nut, Insulated, P/N 023408-1X	6.12	\$48.96
49	14	Block, Terminal, 2-3/8" Center, P/N 023612-1X	7.00	\$98.00
50	14	Block, Terminal, 12, P/N 023274-501X	15.00	\$210.00
51	14	Block, Terminal 12 Post, P/N 023390-12X	15.00	\$210.00
52	14	Connector, 1/2" Straight, P/N 409152-T09455	4.00	\$56.00
53	1000	Wire #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.45	\$450.00
54	10	Battery, NI-CAD, 555AH, SCM, WTH, P/N T15661	675.00	\$6,750.00
55			Total:	\$40,803.78

EXHIBIT C

DRAFT

LINE NO.	Qty.	DESCRIPTION OF LABOR/EQUIPMENT	UNIT COST	TOTAL COST
1		CANADIAN PACIFIC RAILWAY LABOR		
2	120	Signal Gang, Foreman	32.09	\$3,850.80
3		Signal Gang, Foreman, Overtime	48.14	\$0.00
4	120	Signal Gang, Lead Signalman	27.75	\$3,330.00
5		Signal Gang, Assistant Foreman, Overtime	41.63	\$0.00
6	120	Signal Gang, Signalman	26.33	\$3,159.60
7		Signal Gang, Signalman, Overtime	39.50	\$0.00
8	240	Signal Gang, Assistant Signalman	23.27	\$5,584.80
9		Signal Gang, Assistant Signalman, Overtime	34.91	\$0.00
10	10	Signal Supervisor	39.50	\$395.00
11	16	Accounting/Billing Clerk	21.66	\$346.56
12		Track Gang, Foreman	25.87	\$0.00
13	0	Track Gang, Laborers	22.94	\$0.00
14		SUBTOTAL CPR DIRECT LABOR:		\$16,866.78
15				
16		RAIL SIGNAL SYSTEM LABOR		
17	22.5	Senior Signal Engineer	100	\$2,250.00
18	12	Signal Engineer	90	\$1,080.00
19	20	Project Engineer	67	\$1,340.00
20	17.5	Project Manager	63	\$1,102.50
21	8	Project Administrator	45	\$360.00
22	8	Comptroller	60	\$480.00
23	25	Senior Design Technician	45	\$1,125.00
23	4	Billing Clerk	36	\$144.00
24		SUBTOTAL RSS DIRECT LABOR:		\$7,881.50
25				
26		CANADIAN PACIFIC RAILWAY TRAVEL		
27		Employee Airfare		\$0.00
28	60	Employee Meals (Per Diem)	35.00	\$2,100.00
29	60	Employee Travel & Lodging (Per Diem)	50.00	\$3,000.00
30		SUBTOTAL CPR TRAVEL:		\$5,100.00
31				
32		CANADIAN PACIFIC RAILWAY EQUIPMENT		
33		Truck, Pickup, 1 Ton, Crew Cab		
34	10	Hourly	11.25	\$112.50
35		Daily	112.50	\$0.00
36		Weekly	450.00	\$0.00
37				
38		Truck, Pickup, with Hyrail		
39	120	Hourly	15.60	\$1,872.00
40		Daily	156.00	\$0.00
41		Weekly	624.00	\$0.00
42				
43		Truck, Diesel, Boom, Telescoping		
44	120	Hourly	80.10	\$9,612.00
45		Daily	801.00	\$0.00
46		Weekly	3,204.00	\$0.00
47				
48		Backhoe, 4WD, 70 HP		
49	120	Hourly	36.70	\$4,404.00
50		Daily	367.00	\$0.00

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51		Weekly	1,468.00	\$0.00
52				
53		Trailer, Utility, Non-Tilt, 4 Tire		
54	120	Hourly	4.10	\$492.00
55		Daily	41.00	\$0.00
56		Weekly	164.00	\$0.00
57				
58		Generator, 2400 Watt, 5 HP		
59	120	Hourly	1.25	\$150.00
60		Daily	12.50	\$0.00
61		Weekly	50.00	\$0.00
62				
63		Grinder, Rail, Portable, On-Track		
64	120	Hourly	3.50	\$420.00
65		Daily	35.00	\$0.00
66		Weekly	140.00	\$0.00
67				
68		Section Truck, with Hoist and Crane		
69	0	Hourly	73.00	\$0.00
70		Daily	730.00	\$0.00
71		Weekly	2,920.00	\$0.00
72				
73				
			SUBTOTAL CPR EQUIPMENT:	\$17,062.50

EXHIBIT C

**DRAFT**

LINE NO.	Qty.	SUMMARY OF PROJECT TOTAL ESTIMATE	UNIT COST	TOTAL COST
74		<b>OUTSIDE SERVICES EXPENSES</b>		
75	75	Boring, 4" Schedule 80 PVC, per foot	45.00	\$3,375.00
76	1	Rock, SB2, Fill Dirt	500.00	\$500.00
77		AC Meter Service	3,300.00	\$0.00
78	40	Safetran Shop Wiring & Testing	78.11	\$3,124.40
79	6	Engineering Check	91.11	\$546.66
80				\$0.00
81				
82				
83	200	Freight Miles (Containers)	8.28	\$1,656.00
84		Freight Miles (Flatbed Truck for Delivery of Cantilevers)	4.88	\$0.00
85	0.5	Container Drop Charge	350.00	\$175.00
86	0.5	Container Cleanout	380.00	\$190.00
87	60	Container Useage Days @ \$8.25	8.25	\$495.00
88		SUBTOTAL OUTSIDE SERVICES:		\$10,062.06
89				
90		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:		\$32,224.56
1	1	SUBTOTAL MATERIAL:	40,803.78	\$40,803.78
2	1	TAXES:	6.78%	\$2,766.50
3	1	SUBTOTAL RSS DIRECT LABOR:	7,881.50	\$7,881.50
4	1	RSS PROFIT:	12.00%	\$945.78
5	1	SUBTOTAL CPR DIRECT LABOR:	16,666.76	\$16,666.76
6	1	CPR DIRECT LABOR ADDITIVES RATE:	120.73%	\$20,121.78
7	1	CPR GENERAL LIABILITY INSURANCE RATE:	13.50%	\$2,250.01
8	1	SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:	32,224.56	\$32,224.56
9		<b>PROJECT TOTAL:</b>		<b>\$123,660.67</b>

**EXHIBIT C**



**CANADIAN PACIFIC RAILWAY**  
**COST ESTIMATE TO UPGRADE THE EXISTING CROSSING SURFACE**

**DRAFT**

Location: Wadsworth Rd, Wadsworth, IL

DOT#: 388 067F

Project Description: Complete Renewal of 2 - 72' Concrete crossings with 136# Rail

Rail Size: 136  
 Crossing Length: 72  
 Number of Tracks: 2  
 Type of surface: Concrete  
 06-Dec-11

LABOR	MAN-DAYS	RATE	TOTAL
ENGINEERING	4	\$350	\$1,400.00
CREW MOBILIZATION	16	\$300	\$4,800.00
DISTRIBUTE MATERIALS	4	\$300	\$1,200.00
REMOVE CROSSING	8	\$300	\$2,400.00
PREPARE ROADBED	4	\$300	\$1,200.00
BUILD TRACK PANELS	15	\$300	\$4,500.00
INSTALL TRACK PANELS	12	\$300	\$3,600.00
WELD RAIL	8	\$300	\$2,400.00
INSTALL CROSSING / CLEANUP	6	\$300	\$1,800.00
SIGNAL MAINTAINER	6	\$300	\$1,800.00
SURFACE TRACK	12	\$300	\$3,600.00
LABOR OVERHEADS		10.00%	\$2,870.00
<b>TOTAL MAN DAYS</b>	<b>95</b>		
<b>LABOR SUBTOTAL</b>			<b>\$31,570.00</b>

MATERIAL	PART NUMBER	UNITS	QUANTITY	\$/UNITS	TOTAL
BALLAST GRADE #24	007090050	TONS	380	\$11.50	\$4,370.00
FABRIC,ENGINEERING,150',POLY	701029420	LF	164	\$2.56	\$419.84
RAIL,136#R,INT,CWR	082428615	LF	480	\$19.84	\$9,427.20
TIE,SWITCH,HWD,10'-0"X10"X8"	084201772	EA	116	\$52.25	\$6,061.00
TIE,CROSS,HWD,#1.8'-6",N8	084200030	EA	44	\$43.78	\$1,926.32
PLATE,TIE,136",PANDROL,1/40	002704015	EA	232	\$15.31	\$3,551.92
PLATE,TIE,131/2",DS,14",SOQ/D&H,AP12	002051820	EA	88	\$7.80	\$695.20
WELD KIT,THERMITE,136"RAILTEC	772630280	EA	8	\$68.14	\$545.12
CLIP,RAIL,PANDROL,E2055	002111013	EA	464	\$1.62	\$751.68
ANCHOR,RAIL,136",IMP,FAIR,BULK	002101256	EA	88	\$1.46	\$128.48
SPIKE,EVERGRIP,8 1/2", 35/CAN	002840273	CAN	27	\$65.45	\$1,735.63
SPIKE,TRACK,5/8"X 6",50' CAN	002840231	KEG	6	\$29.67	\$178.02
JOINT BAR 136", 36", 6H	002001561	EA	16	\$51.10	\$817.60
BOLT,TRK,130/2/6", 1 1/8"X8 1/4", SOQ/D&H	002104810	EA	80	\$2.42	\$193.60
WASHER,SPR,FROG/TRK BOLT,1 1/8"	001083800	EA	80	\$0.52	\$41.60
RAIL,TRANSITION,136",14/32"	001410712	EA	4	\$811.77	\$3,247.08
JOINT BAR,132"/136"RE,36",6H,SH	202304006	EA	8	\$3.56	\$28.48
WELD KIT,THERMITE,CJ,132' 5502551320	772630240	EA	8	\$68.14	\$545.12
JOINT,RAIL,POLY-INS,136"RE,6H	002540401	EA	4	\$392.49	\$1,569.96
TIE DISPOSAL		EA	160	\$5.50	\$880.00
CROSSING,CONCRETE,136",OMNI,9FT	001115006	9' PANEL	15	\$2,277.00	\$36,432.00
FREIGHT ON CONCRETE PANELS		LOT			\$6,400.00
MATERIAL OVERHEADS				10.45%	\$8,354.34
<b>MATERIAL SUBTOTAL</b>					<b>\$88,300</b>

EQUIPMENT	LOT	\$/UNITS	TOTAL
BOOM TRUCK	10	\$320	\$3,200.00
LOADER	4	\$155	\$620.00
HYRAIL TRUCK	16	\$162	\$2,592.00
WELDER TRUCK	8	\$270	\$2,160.00
DUMP TRUCK	4	\$330	\$1,320.00
REGULATOR	4	\$480	\$1,920.00
TAMPER	4	\$1,110	\$4,440.00
EQUIPMENT OVERHEADS		20.00%	\$3,250.40
CONTRACTOR		0	\$0.00
<b>EQUIPMENT SUBTOTAL</b>			<b>\$19,502</b>

SALVAGE	QUANTITY	\$/UNITS	TOTAL
RAIL	480	(\$3.55)	(\$1,704.00)
<b>SALVAGE SUBTOTAL</b>			<b>(\$1,704)</b>

OTHER	RATE	\$/UNITS	TOTAL
TAX ON CONCRETE PANELS	6.0%		\$2,195.92
CONTINGENCY			\$9,945
EXPENSES			\$12,879.63
<b>OTHER SUBTOTAL</b>			<b>\$25,010</b>

**GRAND TOTAL \$162,679**

NOTE: THIS ESTIMATE DOES NOT INCLUDE ANY COSTS FOR DRAINAGE, ROADWAY APPROACH WORK, SIGNAGE OR DETOURING.

**EXHIBIT C**