

**AGREEMENT COVERING
RECONSTRUCTION OF RAILROAD-HIGHWAY GRADE CROSSING
AND
INSTALLATION OF GRADE CROSSING WARNING DEVICES**

Contract #: R 35297

Draft of: |May 18, 2020

INDOT File #: 1173627

|DOT/AAR #474 832B |

Daily Train Count: 2

Max Train Speed: 25 mph

Location: Lindberg Road from Klondike Road to McCormick, West Lafayette, IN

THIS AGREEMENT, made and entered into by and between the |County of Tippecanoe|, State of Indiana, acting by and through its |Board of Commissioners|, hereinafter called the |"LPA"| and Kankakee, Beaverville & Southern Railway Company| hereinafter called the "RAILROAD".

W I T N E S S E T H

WHEREAS, |LPA Lindberg Road |cross the tracks and operating right-of-way of the RAILROAD |east of Klondike Road near West Lafayette, Ti pecanoe| County, Indiana at the locations as shown on the attached map marked |xhibit 1 attached hereto and made a part hereof;

WHEREAS, in the interest of public safety and convenience the |LPA desires to install modern train activated warning devices and have the grade crossing reconstructed at the Lindberg Road crossing| as designated on **Exhibit 2;**

WHEREAS, the Indiana Department of Transportation will recommend this project to the Federal Highway Administration for construction with the aid of Federal funds apportioned to the State as authorized by Title 23, United States Code (Public Law 85-767, 85th Congress) or any other Acts supplemental thereto or amendatory thereof; and

WHEREAS, the Indiana Department of Transportation will award the contract, supervise the construction of the project and act as liaison agent for the LPA with the Federal Highway Administration. Where the word "INDOT" appears in this agreement, it will indicate that the Indiana Department of Transportation is performing an act for the LPA as required by the Federal Highway Administration.

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the parties hereto agree as follows:

Section 1. The RAILROAD, insofar as its title enables it to do so and subject to the rights of the RAILROAD to operate and maintain its railroad and railroad appurtenances along, in, and over its right-of-way, grants INDOT, the LPA and the |LPA's| contractor, hereinafter called "Contractor", the right to enter upon lands owned or operated by the

RAILROAD for the purpose of constructing the roadway facilities in accordance with the general plans and specifications for Project **1173627**, which are incorporated and made a part hereof by reference. It is understood that the actual conveyance of land or rights, if such are required by Indiana State Law, shall be by means of other instruments to be negotiated between the LPA and the RAILROAD.

Section 2. Detailed plans and specifications for the [roadway reconstruction] project shall be prepared by the [LPA] and approved by INDOT and the Federal Highway Administration. All plans and specifications affecting the interests of the RAILROAD shall be subject to approval by the Chief Engineer of the RAILROAD, or his authorized representative, before work is commenced. No changes in the plans or specifications affecting the interests of either party hereto shall be made without the written consent of said party.

Section 3. The parties hereto shall construct or cause to be constructed in substantial accordance with the plans and specifications for **Project 1173627** the following items of work:

(a) Work by the LPA:

- (1) The LPA shall be responsible for causing [reconstruction of the roadway], including all necessary grading, paving, roadway drainage, and other drainage made necessary by the [reconstruction of the roadway] facilities;
- (2) The LPA will place and maintain railroad advance warning signs and pavement markings in accordance with the [current] edition of the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways and any subsequent amendments, revisions, or supplements thereto.

(b) Work by the RAILROAD:

- (1) The RAILROAD shall install new train activated warning devices consisting of **flashing light signals with gates and a bell and a single overhead cantilever** as shown on **Exhibit 2**, attached hereto and made a part hereof. The design and installation of such warning devices shall conform with the State of Indiana Special Provisions Installation of Active Warning Devices at Highway-Railway Grade Crossings revised March 6, 1997, which are incorporated and made a part hereof by reference and applicable requirements of Part VIII of the current edition of the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways, and any subsequent amendments, revisions, or supplements thereto.
- (2) The RAILROAD shall reconstruct the grade crossing to conform with the proposed roadway profile and width, and shall construct the crossing at the location designated on **Exhibit 1** to conform with the manufacturer's specifications which are subject to prior approval by INDOT and the Federal Highway Administration, and in accordance with the Indiana Department of Transportation's Special Provisions for

construction of Highway-Railway Grade Crossings, revised March 7, 1996, which are incorporated and made a part hereof by reference.

Section 4. The RAILROAD shall furnish, in reproducible form, an estimate of costs to be incurred by the RAILROAD for the project. The force account estimate shall be subject to approval by INDOT, and is made a part of this agreement and attached hereto as **Exhibit 3**.

Section 5. All materials shall be furnished and delivered to the crossing site by the RAILROAD and shall be new, except as otherwise specifically approved by the LPA and INDOT, prior to installation.

Section 6. The installation of the active warning devices and the reconstruction of the grade crossing shall be performed by the RAILROAD with its own forces on a force account basis. If the RAILROAD is not equipped to perform any part of the work with its own forces, it may request the permission of INDOT to do the work by contract. After receiving written approval of the method of selection the RAILROAD may proceed, subject to written concurrence by INDOT, to award a contract for the work. The provisions Section 19 of this agreement shall apply to any portion of the work, including engineering services, which the RAILROAD may perform by the contract method. The RAILROAD shall keep complete records of the cost of the above work to be performed by it and shall submit to INDOT on request such information as it may require concerning the cost and other details of the work. The RAILROAD's accounts shall be kept in such manner that they may be readily audited and actual costs readily determined, and such accounts shall be available for audit by representatives of the [LPA,] INDOT, and Federal Highway Administration for a period of three years from the date final payment has been received by the RAILROAD. Except as otherwise provided in this agreement, the LPA through INDOT shall reimburse the RAILROAD for the actual cost of the above work performed by it which is estimated to be **Three Hundred Seventy Four Thousand Five Hundred ninety eight dollars and seventy eight cents (374,598.17)**. In the event there are increases in the extent of the work or changes in methods of performing the work, this amount may be increased by mutual agreement. The eligibility for reimbursement of costs of changes to the RAILROAD's facilities and facilities jointly owned or used by the RAILROAD and utility companies shall be determined in accordance with the regulations as set forth in the Federal-Aid Policy Guide 23 CFR, Part 140, Subpart I, Subchapter B and 23 CFR, Part 646, Subpart B, issued December 9, 1991, and subsequent amendments or supplements thereto, which are incorporated herein by reference. It is agreed that progress payments will be made by the LPA, through IND OT, to the RAILROAD for the total amount of work done as shown on monthly statements or when the amount due the RAILROAD equals \$1,000.00 or more, said progress billing to be paid within thirty five (35) days of receipt of a signed invoice voucher and the RAILROAD's progress billing. Upon receipt of the final bill, the RAILROAD shall be reimbursed for such items of project work and project expense, in such amounts as are proper and eligible for payment, as determined by final audit to be made by INDOT. In the event final audit discloses that the LP A has reimbursed the RAILROAD more than the amount due under the terms of this agreement, the RAILROAD shall promptly repay the LP A, through INDOT, the amount overpaid by the LP A. Billings from the RAILROAD shall clearly show whether they are partial or final claims. The LP A, through INDOT, will reimburse the RAILROAD for any items of work and expense performed by the RAILROAD at the written direction of the LP A, which are

not eligible for reimbursement from Federal funds. The RAILROAD shall not commence any of the work to be undertaken by it hereunder until notified in writing by INDOT to proceed, and shall have received assurance from INDOT that the project has been approved by all necessary governmental authorities. Said work by the RAILROAD shall be commenced within thirty (30) days after such notification to proceed. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

Section 7. On all contract construction operations involving direct interference with the RAILROAD's tracks or traffic, the fouling of railroad operating clearances, or reasonable probability of accidental hazard to railroad traffic, the LPA and INDOT shall require the Contractor to arrange for the necessary railroad personnel to protect such operations as required by the regular operating rules of the RAILROAD as determined by the Chief Engineer of the RAILROAD or his authorized representative. The RAILROAD will be reimbursed for the actual cost of such protective services furnished by it, at project expense in accordance with the estimate of force account work. INDOT shall make final settlement with said Contractor contingent on a showing that the RAILROAD has been reimbursed for any expenses which are for the sole benefit of said Contractor, or that satisfactory arrangements have been made for such reimbursement. Any watchmen or flagmen necessary to protect or safeguard roadway traffic shall be provided by the LPA at its own cost.

Section 8. The LPA shall provide and install all necessary traffic controls (barricades, construction signs, detour signs, etc.) related to the roadway closure required during the performance of the work by the RAILROAD as described in Section 3 (b) of this agreement.

Section 9. All work herein provided to be done on the RAILROAD's operating right-of-way shall be done in a manner satisfactory to the Chief Engineer of the RAILROAD or his authorized representative, and shall be performed at such times and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the RAILROAD. INDOT and the LPA shall require the Contractor to use all reasonable care and precaution in order to avoid accident, damage, or unnecessary delay or interference with the RAILROAD's train or other property.

Section 10. The RAILROAD shall notify INDOT, not less than fourteen (14) calendar days prior to the time of starting the actual construction of the project. The RAILROAD shall coordinate all work described in Section 3(b) with the roadway improvement project.

Section 11. The Contractor shall notify the RAILROAD, not less than fourteen (14) calendar days prior to the time of entering upon the RAILROAD's property for the purpose of performing the work per the plans and specifications for Project 1173627

Section 12. INDOT shall require the Contractor, upon completion of the work of such Contractor, to remove from within the limits of the RAILROAD's operating right-of-way all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of such Contractor, and to leave the operating right-of-way in a neat condition, satisfactory to the Chief Engineer of the RAILROAD or his authorized representative.

Section 13. INDOT shall require the Contractor to take out, before work is commenced and to keep in effect until work is completed and accepted, a Railroad Protective Public Liability Policy of Insurance in the name of the RAILROAD, said policy to be in the form specified in the Federal-Aid Policy Guide 23 CFR, Part 646, Subpart A issued December 9, 1991, and any subsequent amendments or supplements thereto, which are incorporated herein by reference. The maximum dollar amounts of coverage with respect to bodily injury, death, and property damage, is limited to a combined amount of two million dollars (\$2,000,00.00) per occurrence with an aggregate limit of six million dollars (\$6,000,000.00) for the term of the policy. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Indiana. Further, that the Contractor will certify that he has Contractor's Public Liability and Property Damage Insurance in the amounts indicated in the contract Special Provisions.

Section 14. Upon completion of the project, the LPA shall at its own cost and expense maintain, or by agreement with others provide for the maintenance of the highway facilities including the drainage thereof.

Section 15. Upon completion of the project, the RAILROAD shall at its own cost and expense maintain the grade crossing and active warning devices in proper working condition including the renewals as may be necessary, except as may otherwise be provided by law.

Section 16. In the event that delays or difficulties arise in securing necessary approvals, or in acquiring necessary right-of-way, or in settling damages or damage claims, or for other reasons, which in the opinion of the LPA or INDOT render it impracticable to utilize funds from current appropriation for the construction of the project, then at any time before actual construction is started by the Contractor pursuant to proper approval or authority, the LPA through the INDOT may serve formal notice of cancellation upon the RAILROAD and this agreement shall thereupon become null and void. The LPA, through INDOT shall reimburse the RAILROAD for all costs incurred by the RAILROAD at the written request of INDOT on account of the project prior to cancellation.

Section 17. It is understood and agreed that any costs incurred by the RAILROAD at the written request of the LPA are to be paid directly by the LPA. It is further understood and agreed that all project costs incurred by the RAILROAD subsequent to the written authorization by INDOT are to be billed through INDOT as set forth in Section 6.

Section 18. It is understood that the project herein contemplated is to be financed with the aid of funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work, and procedures in general are subject at all times to all Federal laws, rules, regulations, orders, and approvals applying to it, as a Federal project.

Section 19. Non-Discrimination

1. To the extent required by I.C. 22-9-1-10 and Title VI of the Civil Rights Act of 1964, the RAILROAD shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter

directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

2. The RAILROAD understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the RAILROAD agrees that if the RAILROAD employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the RAILROAD will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The RAILROAD shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion, disability, and status of a veteran.)

3. During the performance of this Contract, the RAILROAD, for itself, its assignees and successors in interest (hereinafter referred to as the "RAILROAD") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: In the performance of work under this agreement, the RAILROAD shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: In the performance of work under this agreement, the RAILROAD, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The RAILROAD shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In the performance of work under this agreement, in all solicitations either by competitive bidding or negotiation made by the RAILROAD for work to be performed under a subcontract, including

procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the RAILROAD of the RAILROAD's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.

- d. Information and Reports: In the performance of work under this agreement, the RAILROAD shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RAILROAD is in the exclusive possession of another who fails or refuses furnish this information, the RAILROAD shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the performance of work under this agreement, in the event of the RAILROAD's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the RAILROAD under the Contract until the RAILROAD complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: In the performance of work under this agreement, the RAILROAD shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Section 20: Buy America:

The Railroad agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410. |

Section 21. If, at any future time, the parties hereto agree that the need for the grade crossing and active warning devices herein contemplated has ceased to exist at the herein designated location, the RAILROAD may with the approval of the LPA, INDOT and the Federal Highway Administration, remove said devices to any other crossing on its lines in the County of Tippecanoe. The proposed devices shall become the property of the RAILROAD, except in the case of termination of the RAILROAD as an existing rail carrier in Indiana, in which case title to the devices shall revert to the LPA.

Section 22. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in the State of Indiana.

Section 23. This agreement shall be for the benefit of the parties hereto only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the LPA, the RAILROAD and their successors and assigns.

Section 24. The LPA agrees that the work performed under this agreement shall in no manner encumber the RAILROAD's existing rights in the continuous use of or the future conveyance of the RAILROAD's property.

THIS AGREEMENT shall be binding upon the parties hereto, their successors or assigns

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers' thereunto duly authorized.

KANKAKEE, BEAVERVILLE & SOUTHERN RAILWAY COMPANY

By [Signature]
SIGNATURE
Tyler Stroo
PRINTED NAME
President
TITLE

ACKNOWLEDGMENT for RAILROAD

STATE OF IL, COUNTY OF IROQUOIS, SS:

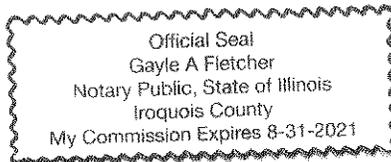
Before me, the undersigned Notary Public in and for said county personally appeared TYLER STROO, in their official capacity as PRESIDENT of KANKAKEE, BEAVERVILLE, & SOUTHERN RAILWAY COMPANY and acknowledged the execution of the foregoing Agreement on this 10th day of June, 2020 and acknowledged and stated that they are the parties authorized by KANKAKEE, BEAVERVILLE, & SOUTHERN RAILWAY COMPANY. to execute the foregoing Agreement.

Witness my hand and seal the said last named date.

My Commission Expires 8-31-2021

IROQUOIS
County of Residence

[Signature]
Notary Public
GAYLE A. FLETCHER
Print or type name



(Seal)

TIPPECANOE COUNTY BOARD OF COMMISSIONERS

Tracy A. Brown

Thomas P. Murtaugh

David S. Byers

Attest

Robert A. Plantenga, Auditor

APPROVED AS TO FORM AND LEGALITY

For TIPPECANOE COUNTY

APPROVED _____
Chief Counsel

Date

STATE OF INDIANA

BY _____

Michael Jett, State Director of Utilities
and Railroads, Capital Program Management
For: Joseph McGuinness, Commissioner
Indiana Department of Transportation

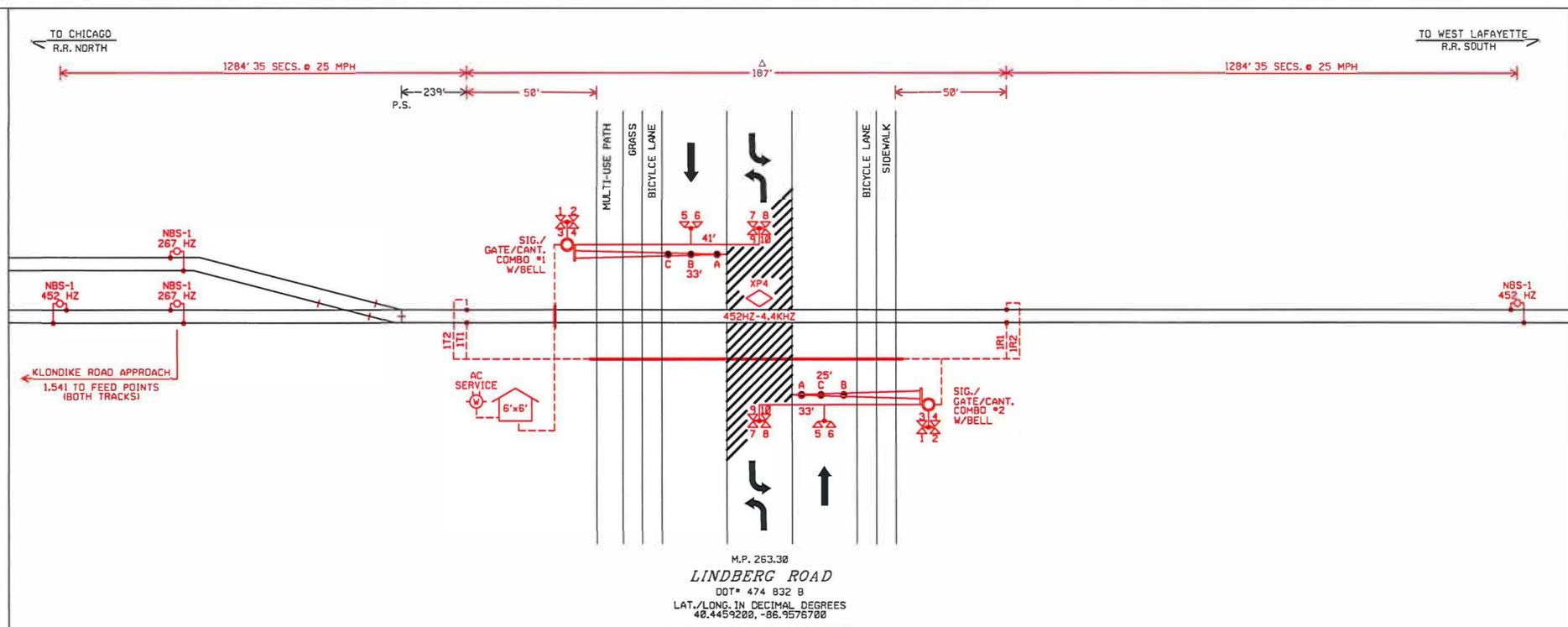


EXHIBIT 1 page 1 of 1

Crossing 474 832B

Google





M.P. 263.30
LINDBERG ROAD
 DOT# 474 832 B
 LAT./LONG. IN DECIMAL DEGREES
 40.4459220, -86.9576700

△ = FIELD VERIFY MEASUREMENT

CABLE TABULATION
 HOUSE TO SIGNAL/GATE/CANTILEVER #1 - 7C#6 AWG
 - 5C#9 AWG
 HOUSE TO SIGNAL/GATE/CANTILEVER #2 - 7C#6 AWG
 - 5C#9 AWG
 HOUSE TO IT1 & IT2 - 2C#6 TW. PAIR
 HOUSE TO IR1 & IR2 - 2C#6 TW. PAIR
 HOUSE TO AC SERVICE - 3C#6 AWG

LEGEND
 ——— CONDUIT - MIN 36" DEEP
 - - - - UNDERGROUND CABLE - MIN 36" DEEP

- NOTES:**
1. MATERIAL & INSTALLATION TO BE IN ACCORDANCE WITH MUTCO, STATE AND RAILROAD STANDARDS.
 2. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS.
 3. ALL FLASHING LIGHT SIGNALS TO BE LIGHT EMITTING DIODE (LED) ASSEMBLIES.
 4. **EQUIPMENT IS DESIGNED FOR 20 SECONDS MINIMUM WARNING TIME AT 25 MPH.**
 APPROACHES WERE LENGTHENED 1 SECONDS FOR WIDE OR ANGLED CROSSING (CT).
 APPROACHES WERE LENGTHENED 0 SECONDS FOR ADDITIONAL GATE DELAY.
 APPROACHES WERE LENGTHENED 10 SECONDS FOR SPEED VARIANCE AND BALLAST CHANGES (BT).
 APPROACHES WERE LENGTHENED 0 SECONDS FOR SIMULTANEOUS PREEMPTION.
 APPROACHES WERE LENGTHENED 0 SECONDS FOR ADVANCED PREEMPTION (APT).
 APPROACHES WERE LENGTHENED 4 SECONDS FOR EQUIPMENT RESPONSE TIME (ERT).

**- PRELIMINARY -
 Not for Construction**

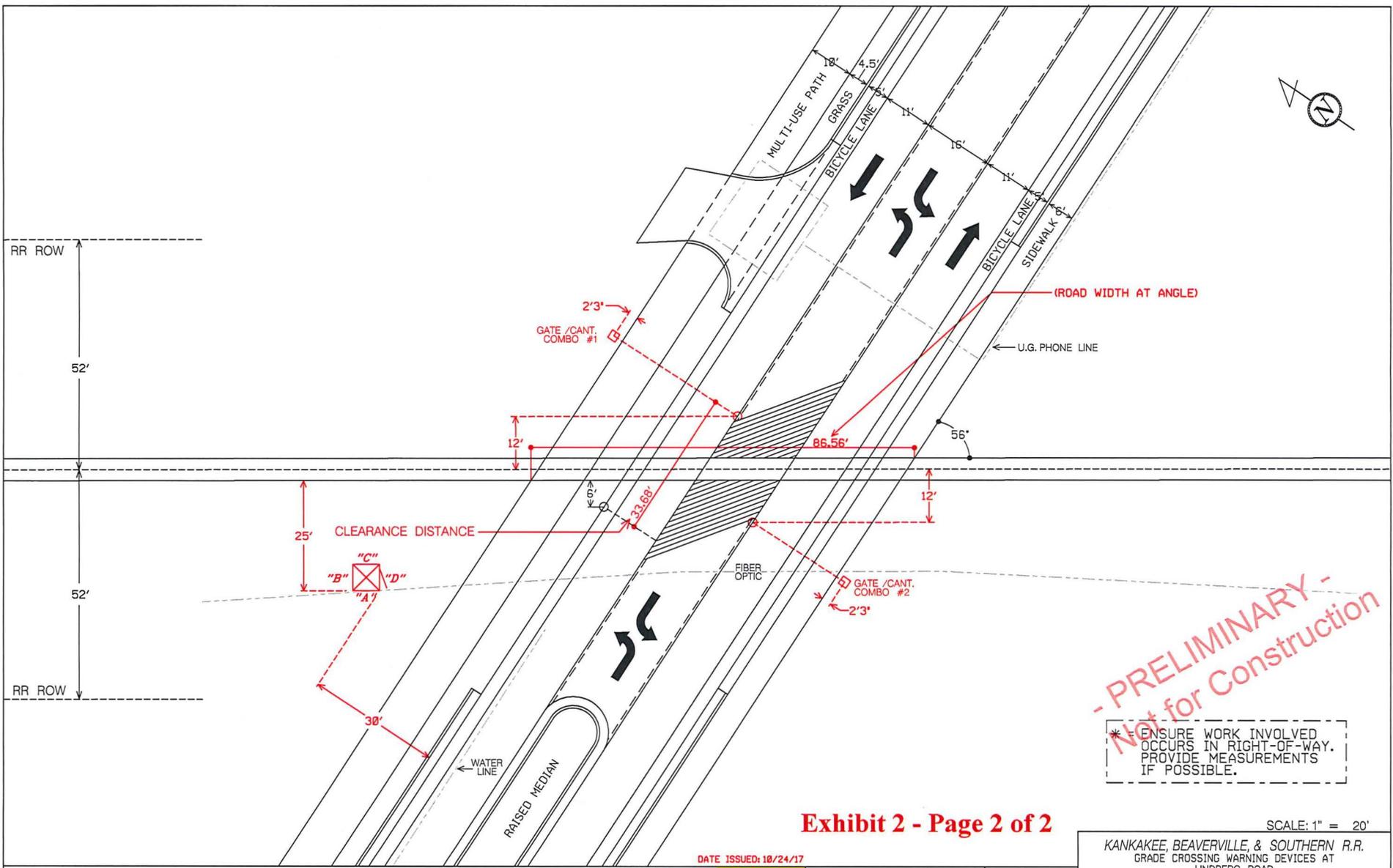
Exhibit 2 - Page 1 of 2

KANKAKEE, BEAVER, & SOUTHERN R.R.
 GRADE CROSSING WARNING DEVICES AT
 LINDBERG ROAD
 WEST LAFAYETTE, IN
 MILE POLE: 263.30
 DOT# 474 832 C
 SUBDIVISION: DECATUR

REVISIONS	DATE ISSUED: 10/24/17	RED = IN	BLUE = NOTE
		DS# 18-23-17	INS# /
		DESCRIPTION: INSTALL NEW	CHK# /
		XP4, 6"X6" BUNGALOW GATES,	
		CANTS AND FLASHERS	
		AT LINDBERG ROAD,	
		DS# PPS/TWY	CHK# PPS/JHW
		INS# /	CHK# /

Progress Rail
 A Caterpillar Company

PROPERTY OF:
 KANKAKEE,
 BEAVER,
 & SOUTHERN
 R.R.



- PRELIMINARY -
 Not for Construction

* ENSURE WORK INVOLVED
 OCCURS IN RIGHT-OF-WAY.
 PROVIDE MEASUREMENTS
 IF POSSIBLE.

Exhibit 2 - Page 2 of 2

SCALE: 1" = 20'

KANKAKEE, BEAVERVILLE, & SOUTHERN R.R.
 GRADE CROSSING WARNING DEVICES AT
 LINDBERG ROAD
 WEST LAFAYETTE, IN
 MILE POLE: 263.30
 DOT# 474 832 B
 SUBDIVISION: DECATUR

DATE ISSUED: 10/24/17

RED = IN YELLOW = OUT

REVISIONS

DSN: 10-23-17 INSV: - -
 DESCRIPTION: INSTALL NEW
 2'x4, 6'x6 BUNGALOW, GATES,
 CANTS, AND FLASHERS
 AT LINDBERG ROAD.
 DSN: PRS/TMW CHG PRS/JHW
 INSV: / CHG /

Progress Rail
 A Caterpillar Company

PROPERTY OF:
 KANKAKEE,
 BEAVERVILLE,
 & SOUTHERN
 R.R.

FOUNDATION PLACEMENT SKETCH PG. 01 OF 01

Progress Rail

A Caterpillar Company

Company Address 11209 Electron Drive
Louisville, KY 40299

Quote Information

Quote Number	00055742	Prepared By	Mike Loadman
Quote Name	Lindberg Road - West Lafayette, IN - 00055742	Title	Account Executive
Created Date	5/4/2020	Phone	256-505-6704
Account	Kankakee, Beaverville & Southern RR	Email	mloadman@progressrail.com
Contact Name	Tyler Stroo	Fax	412-922-4501
Phone	(815) 486-7260		
Email	tcstroo@kbsrailroad.com		

Quote Line Items

QTY	U/M	Line Description	Sales Price	Total Price
1.00	LOT	Lindberg Road - West Lafayette, IN	USD 192,171.78	USD 192,171.78
Grand Total			USD 192,171.78	

Shipping Information and Notes

Shipping Info. MATERIALS TO BE DELIVERED TO JOBSITE

Notes Price Includes the Following:

- Wired / Tested 6 x 6 House (XP4)
- (2) 32' Gate / Cantilever Combo Assemblies W/LIP Foundation (AASHTO 100 MPH Specifications)
- Engineering Services
- Installation Services
- AC Meter Services
- Rail Bonding Materials
- Dress Stone / Fill Materials
- Reference cost sheet for materials.
- Conduits
- Freight

Price Excludes the Following:

- Insulated Joints / Switch Materials
- Flagging
- Pull Boxes
- Taxes

* Pricing does not include for any increases due to tariffs on steel and aluminum imports imposed by the US Government. These will be assessed if tariffs are applied and prices adjusted accordingly.

Terms and Conditions

FOB Origin – Prepay

Payment Terms Net 30

- Remarks
- Sales tax is not included.
 - Pricing and Deliveries are subject to change at the time of order placement.
 - Quote is based upon the above quantity and specifications. Any changes may affect pricing.
 - Freight rates are based on time of quotation and are subject to change at time of order placement and at time of shipment.

- Acceptance of an order is governed by the Progress Rail Services Sales Order Terms And Conditions which are attached to this quote.

To place your order please e-mail your purchase order to Signal.Orders@ProgressRail.com.

Thank you for allowing us to be of service.

Terms & Conditions

Effective as of July 1, 2014

PROGRESS RAIL SERVICES SALES ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. These terms and conditions apply to all sales by Progress Rail Services Corporation or one of its affiliates stated in any related sales order or invoice ("Seller") issued or approved by such Seller. This is an offer to sell to Buyer by Seller. Seller may revoke this offer at any point up to, an including, acceptance of the goods or services by Buyer. BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO THESE TERMS AND CONDITIONS AND ANY PRINTED ON SELLER'S SALES ORDER OR INVOICE. NO TERMS OR CONDITIONS ISSUED BY BUYER ARE BINDING ON SELLER AND SELLER REJECTS ANY SUCH TERMS OR CONDITIONS, UNLESS SPECIFICALLY AGREED TO IN WRITING AND SIGNED BY SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. ACCEPTANCE OF THESE TERMS SHALL BE EVIDENCED BY BUYER'S ACCEPTANCE OF GOODS OR SERVICES OR UPON BEGINNING OF PERFORMANCE BY SELLER.

2. PURCHASE PRICE. The purchase price of the goods or services shall be as stated on Seller's sales order or invoice (together with these terms and conditions, the "Agreement"); provided however, that if Seller announces a general price increase, the purchase price shall be revised to include the price increase unless the goods are scheduled for shipment or services are to be performed within thirty days of the price increase.

3. LIMITED WARRANTIES. Seller warrants that the goods and services sold to Buyer through this Agreement will comply with agreed upon specifications when performed. Seller warrants only its services and does not warrant any goods supplied in performance of the services. However, Seller may assign to Buyer, at Buyer's request and to the extent they are assignable, warranties applicable to goods or services provided by third parties and supplied by Seller in performance of the services. The warranties in this Agreement are void and shall not apply if in the reasonable judgment of Seller, items on which services have been performed or goods supplied in performance of the services, have been damaged by improper application, abuse or neglect, improper maintenance or repair, subjected to inappropriate environmental or operational conditions or services by third parties without prior written authorization from Seller. SELLER MAKES NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY RELATED TO PERFORMANCE OR TO THE SUITABILITY OF BUYER FURNISHED DESIGNS, MODIFICATIONS OR SPECIFICATIONS.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to: (1) the assignable warranties referenced above with respect to goods; (2) re-performance of services; or (3) allowance of a credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any goods

7. SHIPMENT/PASSAGE OF TITLE. All goods shall be shipped FCA Seller's facility (Incoterms® 2010). Title to the goods sold hereunder shall pass to Buyer upon delivery to the carrier at the point of shipment. Without Seller's prior, written permission, neither Buyer nor Buyer's consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading. Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. If Buyer fails to comply with any provision of the Agreement or fails to make payments pursuant to the Agreement or any other agreement between Buyer and Seller, Seller may at its option defer shipments or performance or, without waiving any other rights it may have, terminate this Agreement without liability. All offers shall be subject to the approval of Seller's credit department. Seller reserves the right before making any delivery, or providing any service, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this Agreement. A late charge of 1½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. CLAIMS BY BUYER. Buyer shall thoroughly inspect goods and services sold under this Agreement immediately upon receipt to verify that the such goods and services conform to the specifications of the Agreement. Buyer must notify Seller of claims for failure or delay in delivery within ten (10) days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods or services within ten (10) days after receipt or any claim related to such goods or services shall be waived. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the goods or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier.

10. PERMISSIBLE VARIATIONS. The goods sold hereunder shall be subject to standard manufacturing variations, tolerances and classifications of the Seller and in the industry.

11. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the goods or services it is purchasing under this Agreement meet all design and specification requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller.

12. TAXES. No tax imposed in respect of the sale of the goods or services sold hereunder is included. Any such tax shall be added to, and paid by Buyer as part of, the purchase price.

13. INDEMNITY. To the fullest extent allowable by law, Buyer shall defend, indemnify and hold harmless the Seller and its officers, directors, employees, agents, representatives and affiliates from any and all loss, liability,

sold or required to be sold, or services performed or required to be performed shall NOT in any case exceed the purchase price paid by Buyer for such goods or services. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR FOR EXEMPLARY, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER THE CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, AND IRRESPECTIVE IF SELLER WAS ADVISED OR AWARE THAT SUCH DAMAGES WERE POSSIBLE OR LIKELY. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY OF GOODS OR SERVICES SHALL BE LIMITED AS SET FORTH HEREIN. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE ACCEPTANCE OF THE GOODS OR SERVICES SOLD HEREBY OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

5. FORCE MAJEURE. In addition to all other limitations stated herein, Seller shall be excused for any failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is due to a strike, lockout, work stoppage, labor dispute, material shortage, utility outage, delay in transportation, fire, flood, earthquake, severe weather, act of God, accident, trade sanction, embargo, act of war, terrorism or threats of same; condition caused by national emergency, new or changed law; failure of suppliers to deliver or meet requirements; casualties or breakdown of or damage to plants, equipment, or facilities of Seller, any component manufacturer, repair facility, or their respective suppliers; breakdown in transportation services; any other act or cause which is unpredictable and cannot be reasonably avoided; and any act or cause which is beyond the reasonable control of Seller, whether similar to or different from the causes above enumerated, and whether affecting Seller or its agents, subcontractors, or suppliers, for as long as such circumstances prevail. Seller will undertake, as soon as practicable, to notify Buyer of any actual or anticipated failure or delay, and Buyer will use its commercially consequences on performance hereunder. The parties shall remain liable for those obligations under this Agreement not affected by the force majeure event; provided however, that in the case of a U.S. sanction, embargo, or other trade order or rule that would prohibit or otherwise render Seller's performance under this Agreement impracticable, Seller shall be excused from the performance of any remaining obligations under this Agreement and this Agreement terminated, without cost or liability, upon written notice by Seller.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OF WARRANTIES AND REMEDIES. In order to protect Seller against claims by any purchaser from Buyer, if Buyer resells any of the goods or services purchased under this Agreement, Buyer shall include the language contained in paragraphs 3 and 4 of these Sales Order Terms and Conditions, dealing with Seller's warranties and limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer. Buyer shall also include a provision in its agreement with its buyer applying Alabama law to any claims its buyer might assert against Seller with respect to goods or services provided by Seller, and requiring its buyer to bring any such action against Seller either in the state or federal courts serving Marshall County, in Alabama. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including

claim, cause of action, cost, judgment, or damages, including reasonable attorney fees for any personal injury, death, property damage, or economic loss of any sort, related to any act or omission of the Buyer or use or abuse of the goods by the Buyer or any third party receiving, using or abusing the goods after Buyer's receipt, without regard to whether any loss is based upon breach of contract, breach of warranty, negligence, strict liability, or other tort or contract theory or cause of action.

14. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

15. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for breach of this Agreement, including any action for breach of warranty, or otherwise in connection with the goods or services sold under this Agreement, must be commenced by Buyer against Seller within one year after the cause of action accrues.

16. SEVERABILITY. In case any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. APPLICABLE LAW. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama. Buyer and Seller, each as part of the consideration hereof, agree to the exclusive venue and jurisdiction of, and specifically agree that any legal action brought relating to this Agreement or goods or services provided will be brought and tried exclusively in the state or federal courts serving Marshall County, Alabama.

18. COMPLIANCE WITH LAWS. Buyer understands and agrees that goods and services sold by Seller, and any software, parts and components contained therein, along with any related manuals, materials, information or data, including but not limited to any parts, support or services provided by Seller (collectively, the "Product and Services"), as well as performance by the parties under this Agreement, are subject to laws, rules, regulations, directives, ordinances, orders, or statutes (the "Laws") of the United States and may be subject to the Laws of other, applicable countries (including, without limitation, Russia). Buyer agrees to comply with such Laws, as applicable, which may include but are not limited to, the U.S. Foreign Corrupt Practices Act, UK Bribery Act, anti-bribery Laws of other countries, U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, and Laws administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State. Buyer agrees to cooperate with Seller to ensure compliance with the Laws when engaging in activities related to Buyer's performance of obligations under this Agreement and further agrees to indemnify, defend, and hold harmless Buyer, Buyer's direct and indirect parent entities and affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns, against demands, liabilities, fines, penalties, losses, and damages (including costs, investigation and litigation expenses and counsel fees incurred in connection therewith) arising out of or related to Buyer's obligations under this paragraph. In the event of an enforcement action against Buyer relating to Buyer's non-compliance with the Laws that reasonably relate to Buyer's performance under this Agreement, Buyer shall provide to Seller written notice of such enforcement action prior to publication or disclosure of such enforcement action, and in no event later than ten (10) business

reasonable attorney's fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph. The provisions of this paragraph shall survive the acceptance of the goods or services sold hereby or the termination of this Agreement for any reason.

days following such enforcement action. Notwithstanding the foregoing, Buyer agrees not to export, reexport, transmit or otherwise transfer the goods or services, whether directly or indirectly: (i) to any person or entity listed or otherwise designated as a blocked, prohibited or trade restricted person or party by the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State; (ii) for any purpose or use prohibited by the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation, or (iii) to any destination or transit point subject to trade prohibitions by the U.S. government, as may be amended from time to time, such as the prohibition against transactions or trade with Iran or the Government of Iran.

Cantilever/Combo Material			
Quote Number:	0		
Customer:	KB&S RR		
Road Name:	Lindberg Rd (200N CR 54)		
City, State & County:	Vest Lafayette,(Tippecanoe), IN		
Crossing No.	474832B		
Milepost No.	263.3		
State Project No.	0		
ITEM DESCRIPTION		QTY	U/M
Cantilever / Gate Combo, 32' Cantilever		2	EA
Wiring Harness for 32' Combo (Mast, Lane, Tip, Bell & Gate Mech)		2	EA
W-C-H Gate Mech Mounting Bracket to a 12" Mast		2	EA
Gate 3597 Mechanism Assembly, including the 5" Mast Mounting Hardware, Flex Conduit, with fittings, Long Arm Supports & Counterweight kit for 29' - 32' Arms		2	EA
115V Gate Mech Heater (3597)		2	EA
Insulated Nut		8	EA
Test Link, 1" Offset w/Gold Nut		36	EA
Signal Mast Grounding w/ 72" pigtail #6 solid		2	EA
Gate Saver, Two Way, Cantilever/Gate Combo		2	EA
Pinnacle, 5"-12" Adapter for Bell		2	EA
1/4"-20 x 3/4" Lg. Square Head Pinnacle Screws		6	EA
12" Head w/24" Background & Hood (Painted AL)			
Terminal For LED Hook-up (For larger RDG & GE LED)		20	EA
12" LED Highway Crossing Light (HD)		20	EA
2-Way Cross Arm Assembly Less Heads, Cantilever Mast Mtg. w/ Hrdw.		2	EA
1-Way Cross Arm Assembly Less Heads, Cantilever Lane Mtg.		2	EA
2-Way Cross Arm Assembly Less Heads, Cantilever Tip Mtg.		2	EA
4" Crossarms Assembly Mounting Kit		4	EA
High Wind Bracket (12")		2	EA
Deflector Bracket		2	EA
Deflector Bracket Hardware Kit		2	EA
Railroad Crossing Sign, HI		4	EA
Arm Mounting Bracket for Railroad Crossing Signs		2	EA
Cant. Mast Mounting Kit for Railroad Crossing Signs		2	EA

Factory Wired Instrument Shelter			
Quote Number:	0		
Customer:	KB&S RR		
Road Name:	Lindberg Rd (200N CR 54)		
City, State & County:	West Lafayette,(Tippecanoe), IN.		
Crossing No.	474832B		
Milepost No.	263.3		
State Project No.	0		
ITEM DESCRIPTION		QTY	U/M
Alum. 6' x 6, Shelter GETS Crossing		1	EA
Power Off Light, LED, 2 Wire		1	EA
XP-4 9 Slot, 2-XT1-1S, 1-VIO-44R, 2-IXC-20S		1	EA
XIP Cable 16' (Cable 1)		1	EA
XIP Cable 16' (Cable 2)		1	EA
Crossing Interface Panel - XIP-20		1	EA
Wall Mount Kit for XIP-20		1	EA
Surge Arrestor. MDSA-1XS		1	EA
ST-1 Relay Socket w/Test Posts, (22) 10-14 Flags		2	EA
Terminal Flag #10-#14		30	EA
Relay, ST-1, 4FB-2F-1B, 500ohm	A62-277	2	EA
Lightning Arrester, Clearview		1	EA
Heavy Duty Equalizer		1	EA
AC Line Surge Protector, Model SP20-3, 240Vac		1	EA
Nema Plug		1	EA
SJ00W Cable for Nema Plug		1	FT
Panduit Duct, 2' X 3', 2 inch		30	FT
Panduit Cover, 2' X 3', 2 inch		30	FT
Panduit Duct, 2' X 3', 3 inch		18	FT
Panduit Cover, 2' X 3', 3 inch		18	FT
#10 TC Blue Flex Wire		600	FT
#16 TC Blue Flex Wire		700	FT
#10/12 AMP Eyelets		150	EA
#14/16 AMP Eyelets		150	EA
#6 AWG THHN Strand Red		100	FT
#6 AWG THHN Strand Black		100	FT
#6 AWG THHN Strand Green		12	FT
#10 AWG THHN Solid Red		10	FT
#10 AWG THHN Solid White		10	FT
Insulated Nut		1	EA
Power Isolation Transformer, 120V / 120V		1	EA
Relay, NV, 12VAC, 2FB (8 PINS)		1	EA
Relay, NV, 240VAC, 2FB (8 PINS)		1	EA
Socket, Relay (8 PINS) OCT Screw		1	EA
Push Button Box w/2 Push Buttons, 1-NO, 1-NC		1	EA
Battery Charger, 12V / 20A		1	EA
Battery Charger, 12V / 40A		1	EA
4 Post Terminal Block w/ Hardware		1	EA
Buss Strap Grd Assy.		3	FT
Tags, Slip On		1	Roll
Stick-On Stencil		2	EA
Test Link, 1" Offset w/Gold Nut		50	EA
Terminal Block, 2 x 6 w/flat nut only		5	EA
Terminal Block, 1 x 12 w/flat nut only		1	EA
Terminal Block, 2 post 2-3/8" w/flat nut only		8	EA
1/4" Bevel Washer		300	EA
1/4-24 Clamp Nut Nickel		150	EA
Binding (Barrel) Nuts		300	EA
#6 Non-Insulated Terminal Eye 5/16 stud		30	EA
#6 Non-Insulated Terminal Eye 1/4 stud		30	EA
Maintainer Test Switch, 3 post test terminal		1	EA
Strap, Solid, 1" Centers		30	EA
Strap, Solid, 2-3/8" Centers		3	EA
Buss Strap, 1" Centers 36 Hole		2	EA
Circuit Plan Holder		1	EA
FWIS Misc. Package		1	Lot
Total Cost For Factory Wired Instrument Shelter Material			

Ground Material			
Quote Number:	0		
Customer:	KB&S RR		
Road Name:	Lindberg Rd (200N CR 54)		
City, State & County:	West Lafayette,(Tippecanoe), IN.		
Crossing No.	474832B		
Milepost No.	263.3		
State Project No.	0		
ITEM DESCRIPTION		QTY	U/M
Insulated Terminal Wrench, 1/2" / Triangle		1	EA
Plugboard Terminal Wrench		1	EA
Battery Tray (12" x 38")		2	EA
Battery Tray (12" x 24")		2	EA
Battery, ELM 240		6	EA
Battery, ELM 425		7	EA
Electronic Bell, 5" MTG.		2	EA
Gate Arm Light Kit w/LED Bulbs and wire, 3 per set W/Reverse Tip Diode	(Used Rarely)	2	EA
Double LIP Foundation, Cantilever, 5'		2	EA
Gate Arm 26' NON-HWP, Al butt sec, Fg 2nd/3rd sec (HI Intensity)		2	EA
Track Cable, #6 Tw. Pr. (150-12-3933)		325	FT
Signal Cable, 7/C # 6 AWG (206-11-6247)		350	FT
Signal Cable, 7/C #14 AWG (206-11-6887)		350	FT
AC Cable, 3/C # 6 AWG w/GRD (206-11-6070)		150	FT
Railroad Emergency Contact Sign - Reference Spec Prior to Ordering		2	EA
Hex. Railroad Lock		8	EA
Copperweld Ground Rod, 5/8" X 8'		6	EA
Cadweld One Shot, 5/8" (HALO) Triple		4	EA
Cadweld One Shot, 5/8" (SIGNAL) Single		2	EA
Cadweld Rail Bonds, 3/16" x 7-1/2" XS		150	EA
Plug Bonds		150	EA
Track Connector, Web, 4"		4	EA
Track Connection Kits		2	EA
Track Wire Retainer Clip, Erico #SBA248B		4	EA
Shunt, NBS-1 (210-979 Hz)		2	EA
4" PVC Sch. 80 Conduit		110	FT
Hose, Red Ruber 3/4 Inch Hose (15' Per Track Connection Pair)		30	FT
AC Meter Base, Breaker Box, W.H. & Pole		1	EA
Concrete 4000 psi		14	YD
Dress Stone		1	EA
Sleeve, 3/16 - 3/16 & 3/16 - #6 Tinned		4	EA
Duct Seal		10	LB
Bond Strand, Erico# SBS8TLINS664		75	FT
No Oxide Grease		1	EA
Anti-Seize - Silver Grade 4 OZ		1	EA
#6 Bare Copper		50	FT
Field Material Misc. Package		1	Lot



RailWorks Track Services, Inc.
512 Twin Rail Drive, Suite 400
Minooka, IL 60447
815.521.3340
FAX 815.521.3344

Mr. Tyler Stroo
C/O Kankakee, Beaverville and Southern Railroad
P. O. Box 119
Iroquois, IL 60945

May 17, 2020

Subject: Lindberg Road Crossing Updated RWKS Proposal # 408-20-196

Mr. Stroo

Railworks (RWKS) is pleased to issue this proposal for the Lindberg Road Crossing Project. We proposed to remove existing crossings and installing 80 foot full depth rubber crossing plus an additional 8' for sidewalk area. Work based on plans submitted to KBS.

SCOPE OF WORK:

- Remove and dispose of existing crossing and asphalt
- Remove 360 LF of existing 131#rail through the crossing and approaches
- Excavate a 14'x106' area for crossing construction (where new crossing will be)
- Furnish and install 6" of compaction rock in crossing area
- Furnish and install filter fabric over crossing area(new crossing)
- Furnish and install 120 LF of 6" perforated pipe
- Furnish and install 115 LF of Signal Conduit
- Furnish and install 8" of ballast under the ties
- Replace Rail and OTM with 9 sticks of 136# rail
- Weld new rail into CWR by installing 7 field welds and 4 comp joints
- Furnish and install 100% ties in excavated area and every 3rd tie in surfacing area
- Raise Line and Regulate main track from station 7+20 thru 13+20 also tamp switch area
- Signal work by others
- Road Closure by others
- Asphalt done by others
- Shape ditches as needed in construction area

1. Mobilization	\$ 15,000.00
2. Remove existing crossing	\$ 10,720.00
3. Excavate crossing areas and install compaction rock	\$ 10,812.00
4. Install new 128' full depth rubber crossing with new 132# rail (includes Sidewalk extra)	\$103,400.00
5. Install 100- 7x9 approach ties	\$ 22,600.00
6. Surface crossing area and switch area	\$ 12,300.00
7. Ditch cleaning in excavation area	\$ 7,595.00

TOTAL OPTION 1: \$182,427.00

Clarifications / Exclusions:

- Pricing is good for 30 days due to fluctuating tie pricing and availability.
- Does not include Railroad Protection Insurance
- Does not include flagman
- Road is to be closed by other
- Does not include moving of any underground utilities or modification of any underground utilities
- This is not based on Prevailing wage

All work will be performed under the guidance of a qualified, experienced track superintendent using only approved and acceptable methods within the railroad industry. All work performed in the course of the project will comply with the applicable requirements of the Occupational safety and Health Act of 1970 and all amendments. All RailWorks employees are Roadway Worker Trained, e-RailSafe certified, including background checks, and carry badges at all times.

Respectfully,

Lee Roberts
219-713-3382

Approve Signature:

Date:

Printed:

Title: