

CROSSING IMPROVEMENT AGREEMENT

THIS AGREEMENT (“**Agreement**”), Metra Agreement No. _____, is entered into between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (“**Metra**”) and the Village of Orland Park, an Illinois municipal corporation (“**Municipality**”). Metra and Municipality may hereinafter be referred to individually as a “**Party**” and in combination as the “**Parties**”.

RECITALS

A. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government, including counties, municipalities, townships, special districts, and units, designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects may contract among themselves in any manner not prohibited by law or by ordinance.

B. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government in Illinois to exercise jointly with any other unit of local government any power, privilege or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

C. Metra has the authority to cooperate with other governmental agencies regarding the acquisition, construction, operation, and maintenance of Public Transportation Facilities (as defined in Section 1.03 of the Regional Transportation Authority Act) pursuant to 70 ILCS 3615/3B.09 and the above-cited provisions.

D. The Municipality is authorized to cooperate with Metra in the exercise of its powers pursuant to 65 ILCS 5/11-122.2-1.

E. The Municipality wishes to install a new multi-purpose path (the “**Path**”) crossing south of the West 167th Street crossing of the Metra’s SouthWest Service Line right-of-way and tracks (“**SWS**”). Part of this installation will include the installation of the crossing approaches, crossing surface, as well as gates, lights, and bells to protect the new path crossing.

F. The planned crossing includes Municipality extending the Path from the east and west sides of the SWS right-of-way (the “**ROW**”) to the approaches to be constructed by Metra, requiring an area measuring eight feet, zero inches (8’0”) across, north to south and approximately one-hundred-and-four-feet (104’) east to west, located on a portion of PIN 27-29-500-001, GPS coordinates: 41.586135, -87.884073, SWS MP 26.83 (“**Premises**”). Municipality’s use of the Premises is to be allowed by an Easement Agreement to be signed concurrently with this Agreement.

G. The Municipality has requested that Metra design and construct the crossing to include the installation of the crossing approaches, crossing surface, as well as gates, lights, and bells (the “**Project**”) for the planned Path on the Premises as delineated on **Exhibit A**.

H. The Parties hereto have determined that the improvements to the crossing provided by the Project are in the best interest of the public and serve a valid public purpose.

I. The Parties want to set forth their respective obligations with respect to the Project in this Agreement.

AGREEMENT

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. **Recitals Incorporated.** The Recitals set forth above are specifically incorporated as substantive and material terms and provisions of this Agreement.

2. **Metra's Obligations.** Metra agrees to assist in the Project, in part, by making the following commitments:

(a) Subject to Metra's receipt of the necessary funding for the Project and provided Metra personnel are available to schedule the work, Metra shall perform such work required to affect the completion of the Project.

(b) The scope and cost estimate for the Project prepared by Metra is attached to, and made part of this Agreement, as **Exhibit B** (the "Estimate") totaling \$812,724.79. Said Estimate includes, without limitation, design, construction, administrative, and additive costs. Metra acknowledges that the Municipality has substantially relied upon the Estimate in entering into this Agreement. Said Estimate may be updated from time to time by Metra to reflect actual costs. Metra shall promptly provide Municipality with any update to the Estimate.

(c) Metra shall prepare or cause to be prepared detailed engineering plans for the improvements comprising the Project (the "Plans") for the construction of the Project in accordance with the methods prescribed by the State as provided by Exhibit B, the Estimate for the Plans for the construction of the Project is \$24,019. In the event that the Project does not proceed past the design stage, the Village's financial obligation under this Agreement will be limited to the costs actually incurred in the preparation of the Plans, for which the Municipality has substantially relied upon the presented estimate.

(d) To the fullest extent permitted by law, Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge the Municipality, its directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands, or liability imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property, arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement, or which may occur to or be incurred by Metra, the RTA, the NIRCRC, their employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises, except to the extent such injuries or damages are caused by the negligence or intentional act of the Municipality. Notwithstanding anything in this

Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement

(e) To the fullest extent permitted by law, Metra, the RTA, and the NIRCRC agree to indemnify and hold harmless the Municipality, its directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlement arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by Metra, the RTA, the NIRCRC, and their employees, officers, agents, and all other persons acting on their behalf while on the Premises, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or intentional act of the Municipality. The Municipality agrees to notify Metra in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Metra, the RTA, and the NIRCRC further agree to defend the Municipality, its respective directors, administrators, officers, agents and employees against any claims, suits, actions, or proceedings filed against them with respect to the subject matter of this indemnity provision provided, however, that the Municipality may elect to participate in the defense thereof at its own expense or may, at its own expense, employ attorneys of its own selection to appear and defend the same on behalf of the Municipality and its directors, administrators, officers, agents or employees. Metra, the RTA, and the NIRCRC shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of the Municipality, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

(d) Metra shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Project; this Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Municipality or Illinois Auditor General; Metra agrees to cooperate fully with any audit conducted by the Illinois Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Municipality and State of Illinois for the recovery of any funds paid by the Municipality under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

(e) Due to safety concerns and union contract requirements, Metra employees will be self-providing all the labor for this project. Metra's Signal Engineer will be performing design work to add crosswalk warning devices. Metra's Signal construction and Building and Bridges labor forces will perform all construction activities necessary for these safety enhancements.

(f) All projects for the construction of fixed works which are financed with funds provided by this Agreement and/or an amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

(g) Metra, prior to commencing the Project, shall use reasonable best efforts to obtain government approvals required in connection with the Project. Metra shall have no obligation to proceed with the Project until such approvals are received.

(h) Metra shall remain responsible for the future maintenance of the crossing and equipment.

3. **Municipality's Obligations.** Municipality agrees to assist in the Project, in part, by making the following commitments:

(a) Municipality, at its sole cost and expense, shall fund the Project based on the Estimate, including, without limitation, all design, materials, construction, related overhead and additive costs incurred by Metra to complete the Project ("**Project Cost**").

(b) Municipality, on its own motion and at its sole cost and expense, shall obtain all local zoning approvals required for the Project, and obtain all applicable permits and inspections required by the Municipality.

(c) To the fullest extent permitted by law, the Municipality hereby assumes and agrees to release, acquit and waive any rights which Municipality may have against and forever discharge Metra, the RTA, and the NIRCRC, their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting there from, and on account of damage to or destruction of property, arising out of or in any way relating to or occurring in connection with the activities permitted under the terms and provisions of this Agreement, or which may occur to or be incurred by the Municipality, its employees, officers, agents and all other persons acting on the Municipality's behalf while on the Premises, except to the extent such injuries or damages are caused by the negligence or intentional act of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

(d) To the fullest extent permitted by law, the Municipality agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Municipality, its employees, officers, agents, and all other persons acting on its behalf while on the Premises, except to the extent such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the negligence or intentional act of Metra, the RTA or the NIRCRC. Metra agrees to notify the Municipality in writing within a reasonable time of any claim of which it becomes aware which may

fall within this indemnity provision. The Municipality further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Municipality shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

(e) Municipality shall not perform, or have performed on its behalf, any work on the ROW, or any other Metra owned property (“**Property**”) without first obtaining Metra’s prior written consent and/or a Right-of Entry Agreement if such is deemed necessary based on the type of work and proximity to the tracks of the work.

4. Joint Obligations:

(a) The Parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the Parties’ compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement. Metra, at Municipality’s expense, agrees to join in the required petition(s) to any and all local government bodies necessary to effectuate the Project.

(b) The Municipality agrees to use its best effort to submit state or federal grant fund applications, if necessary, for the Project. Metra shall cooperate and assist the Municipality in the submittal or joint submittal of such state or federal grant fund applications that are necessary for obtaining funding to complete the Project.

(c) Neither Party shall assign this Agreement to any person or entity without the prior written consent of the other Party.

(d) The Parties agree that this Agreement is for the benefit of the Parties and not for the benefit of any third-party beneficiary. No third-party shall have any rights or claims against Metra or the Municipality arising from this Agreement.

5. Funding and Reimbursement.

(a) Upon submittal of an acceptable invoice by Metra, Municipality shall process the invoice to verify that such costs are eligible costs incurred by Metra and shall submit payment within

30 days of the date upon which such payment invoice was timely received. Metra agrees to submit invoices for actual costs incurred within 45 days after completion of the Project.

(b) Metra's obligation to commence or continue any portion or phase of the Project shall not arise or continue unless and until: Metra and Municipality enter into the Easement Agreement for the proposed multi-use path's occupation of Metra's ROW; Metra personnel are available to schedule the work; and the Municipality is not in default of any of the terms of this Agreement.

(c) Upon Metra's creation of the Plans, the Plans shall be deemed to be incorporated into this Agreement.

6. **Notices.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered, or sent by regular mail by the sending Party at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

(a) Notices to Metra shall be sent to:

Metra
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8006

(b) Notices to Municipality shall be sent to:

Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462
Attn: Village Manager
Phone: (708) 403-6100

(c) Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered.

7. **General.**

(a) This Agreement and the rights and obligations accruing hereunder are binding upon the Parties and their respective heirs, legal representatives, successors, and assigns. No waiver of any obligation or default of one Party shall be implied from omission by the other Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(b) Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(c) This Agreement is intended to reflect and shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement provides for the development, and maintenance of real estate located within the State of Illinois and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the applicable statutory and common law of the State of Illinois.

(d) This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire Agreement between the Parties with respect to the subject matter hereof. No changes, modifications or alterations to this Agreement shall be effective without the written consent and authorization of the Parties.

(e) If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part was never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any exhibit hereto, the terms set forth in this Agreement shall govern and control.

(f) The execution, delivery of and performance under this Agreement is pursuant to authority, validity and duly conferred upon the Parties and signatories hereto.

8. **Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

(Signature page to follow)

IN WITNESS WHEREOF, this instrument is executed and enforceable as of the later signature below.

**COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:**

VILLAGE OF ORLAND PARK:

By: _____
James M. Derwinski, CEO/Executive Director

Date signed: _____

By: _____

Name: _____

Title: _____

Date signed: _____

Exhibit A

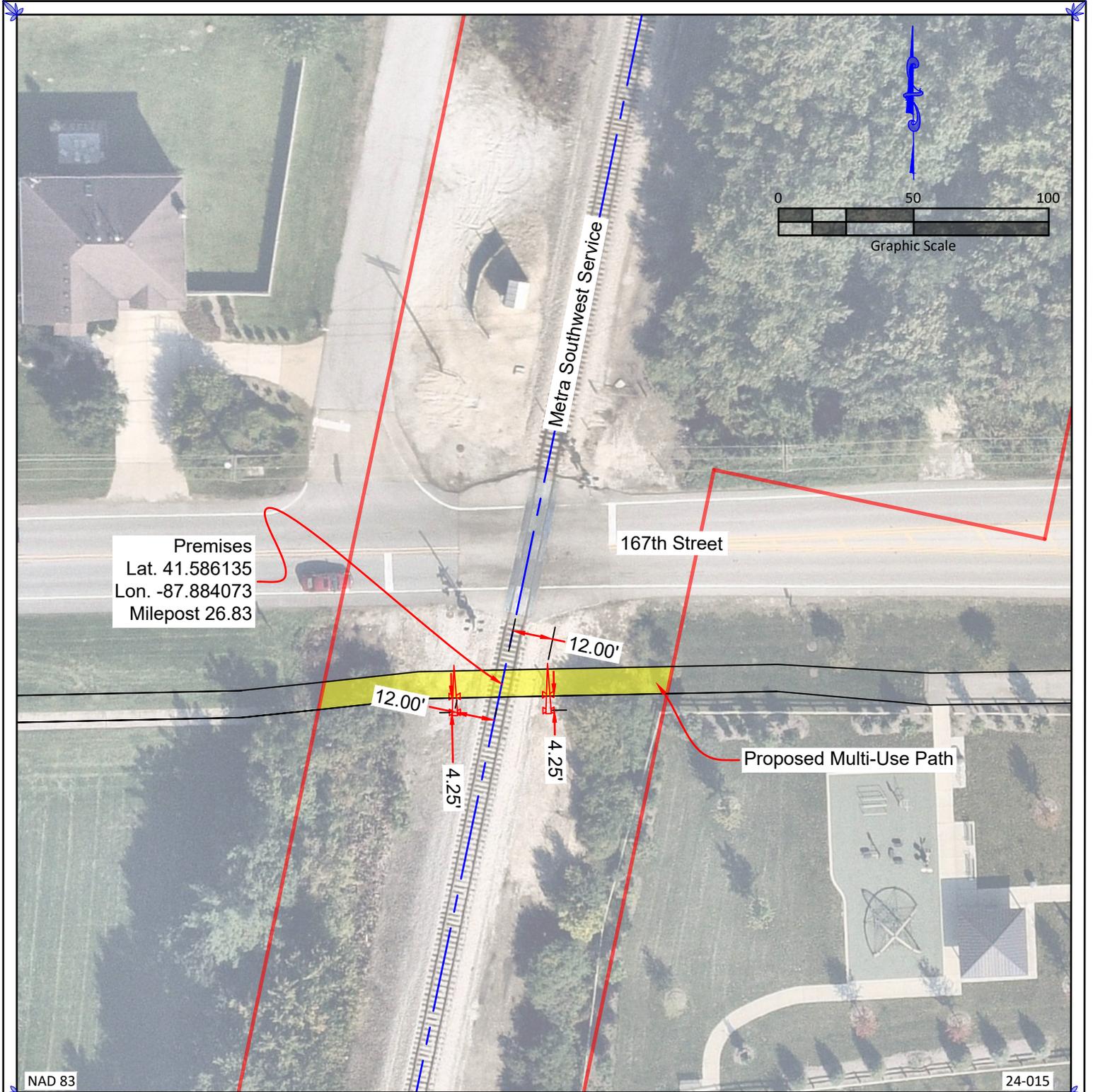


Exhibit illustrating the location of a proposed multi-use path at SWS milepost 26.83 along 167th Street in Orland Park, Illinois.

EXHIBIT "A"



547 W. JACKSON BLVD.
CHICAGO, IL. 60661



District/Subdistrict: Southwest Service - Southwest Service

Number: 26.83

Estimate: 167th Street

Forces Used: Metra

Preparer: JNM

Overall Work Limits 26-27.5

Description:

New Pedestrian gates for proposed bike path

Comments:

12/20/23 Revision 1 - verified current prices, verified quantities, updated additives to 2023. Revision 2 - changed labor additives from IDOT to Corporate

Estimate Total:

\$803,653



District: Southwest Service - Southwest Servi Limits: 26-27.5
 Number: 26.83 Name: 167th Street
 Forces Used: Metra

Created: 1/4/2022
 Modified: 1/17/2024
 Printed: 1/17/2024

Estimate Generation Settings

General Settings

Corporate Labor Additives

Year / Type	Class	Total:
2023 Union	Maintenance of Equipment	148.26%
2023 Corporate	Management and Inspection	130.43%
2023 Corporate	Engineering and Design	130.43%
2023 Union	Transportation	140.60%
2023 Union	Maintenance of Way	130.43%

Preparer: JNM
 Material Default to: Inventory
 Rail Weight: 136
 Material Additive Rate: 5.00%

<i>Equipment Force Account-</i>	\$35,063	<i>Total Labor w/o Additives:</i>	\$185,188
<i>Equipment Leased:</i>	\$0	- <i>Maintenance of Equipment</i>	\$0
		- <i>Management and Inspection</i>	\$0
		- <i>Engineering and Design</i>	\$24,019
		- <i>Transportation</i>	\$0
		- <i>Maintenance of Way</i>	\$161,169
<i>Materials Force Account:</i>	\$341,861	<i>Total Labor w/ Additives:</i>	\$426,729
<i>Materials to be Bid:</i>	\$0	<i>Total Equipment:</i>	\$35,063
<i>Miscellaneous Expenses:</i>	\$0	<i>Total Materials:</i>	\$341,861
<i>Other:</i>	\$0	<i>Total Miscellaneous Expenses:</i>	\$0
		<i>Total Other:</i>	\$0
		<i>Grand Total:</i>	\$803,653

<i>Funding Breakdown</i>	<i>MI 003</i>	<i>Purchasing 004</i>	<i>ED 005</i>	<i>Construction 006</i>	<i>Equipment 017</i>
	\$0	\$341,861	\$55,347	\$371,382	\$35,063

Complex Items Used for this Estimate:

ItemID	Description:	Quantity	Unit	Production Unit	Production Rate
S001	CREW	35	DY	1	N/A



District: Southwest Service - Southwest Servi Limits: 26-27.5
Number: 26.83 Name: 167th Street
Forces Used: Metra

Created: 1/4/2022
Modified: 1/17/2024
Printed: 1/17/2024

Labor Breakdown by Complex Item

<i>ComplexID/Description</i>	<i>Function</i>	<u>Standard/Overtime</u>			<u>Additive</u>		<i>Grand Total</i>
		<i>Hours</i>	<i>Rate</i>	<i>Total</i>	<i>Amount</i>	<i>Total</i>	
Additional							
CADD TECHNICIAN		120	33.49	4,019	130.43%	\$5,242	\$9,261
		0	50.24	0			
LEAD SIGNALMAN		320	35.47	11,350	130.43%	\$25,909	\$45,773
		160	53.21	8,514			
OFFICE ENGINEER		400	50.00	20,000	130.43%	\$26,086	\$46,086
		0	55.50	0			
SIGNAL FOREMAN		320	37.26	11,923	130.43%	\$27,215	\$48,081
		160	55.89	8,942			
SIGNAL TESTMAN		320	37.09	11,869	130.43%	\$27,092	\$47,863
		160	55.64	8,902			
SIGNALMANx4		1,280	36.51	46,733	130.43%	\$106,665	\$188,444
		640	54.76	35,046			
WIRING TECHx2		280	36.51	10,223	130.43%	\$23,333	\$41,222
		140	54.76	7,666			
	<i>Function Subtotal</i>	<i>3,040</i>		<i>\$116,117</i>		<i>\$241,541</i>	<i>\$426,729</i>
		<i>1,260</i>		<i>\$69,071</i>			
Complex Item SubTotal		<i>3,040</i>		<i>\$116,117</i>		<i>\$241,541</i>	<i>\$426,729</i>
		<i>1,260</i>		<i>\$69,071</i>			
Total		<i>3,040</i>		<i>\$116,117</i>		<i>\$241,541</i>	<i>\$426,729</i>
		<i>1,260</i>		<i>\$69,071</i>			



District: Southwest Service - Southwest Servi Limits: 26-27.5
Number: 26.83 Name: 167th Street
Forces Used: Metra

Created: 1/4/2022
Modified: 1/17/2024
Printed: 1/17/2024

Equipment by Complex Items

<i>Complex ID/Description</i>	<i>Function</i>	<i>Days</i>	<u><i>Leased</i></u> <i>Rate</i>	<i>Total</i>	<i>Days</i>	<u><i>Corporate</i></u> <i>Rate</i>	<i>Total</i>
<i>ComplexID:</i> Additional							
BOOM TRUCK		0.00	\$0.00	\$0.00	20.00	\$587.61	\$11,752
CREW CAB PICKUP(91194)		0.00	\$0.00	\$0.00	35.00	\$92.46	\$3,236
FORD SIGNAL TRUCK H R(90		0.00	\$0.00	\$0.00	35.00	\$412.14	\$14,425
TRENCHER/BACKHOE (DW 3		0.00	\$0.00	\$0.00	20.00	\$282.49	\$5,650
Total by Complex Item		<i>0.00</i>		<i>\$0.00</i>	<i>110.00</i>		<i>\$35,063</i>
Total Equipment		<i>0.00</i>		<i>\$0.00</i>	<i>110.00</i>		<i>\$35,063</i>



District: Southwest Service - Southwest Servi Limits: 26-27.5
Number: 26.83 Name: 167th Street
Forces Used: Metra

Created: 1/4/2022
Modified: 1/17/2024
Printed: 1/17/2024

Materials by Complex Item

Table with 8 columns: Complex Item/Description, Function, Quantity, Corporate Rate, Total, Quantity, Bid Rate, Total. Includes an 'Additional' section listing various materials like CABLE POWER, TRACK 2, WIRE CASE FLE, etc.



Estimate for File

District: Southwest Service - Southwest Servi	Limits: 26-27.5	Created: 1/4/2022
Number: 26.83	Name: 167th Street	Modified: 1/17/2024
Forces Used: Metra		Printed: 1/17/2024

RS-900 Router	1.00	\$1,999.00	\$1,999.00	0.00	\$0.00	\$0.00
MISC. CONSUMABLES	1.00	\$10,000.00	\$10,000.00	0.00	\$0.00	\$0.00
Materials by Complex Item	9,313		\$325,582	0		\$0
Total Materials	9,313		\$325,582	0		\$0



District: Southwest Service - Southwest Servi Limits: 26-27.5
Number: 26.83 Name: 167th Street
Forces Used: Metra

Created: 1/4/2022
Modified: 1/17/2024
Printed: 1/17/2024

Other Items Breakdown

Miscellaneous Expenses Items Breakdown

The following is an:



Original Estimate



Supplemental Estimate



Revised Total Estimate

OVERALL PROJECT ESTIMATE

6/18/2024

DISTRICT: RID PROJECT DESCRIPTION: **Orland Crosswalk, 167th 2 blocks east of Wolf Road**

PROJECT NUMBER: COUNTY:

OVERALL WORK LIMITS: IDOT #

FORCES: METRA ADDITIONAL WORK: **None**

UNION LABOR	lead Count	ST DAYS	ST HOURS	ST RATE	ST WAGES	OT DAYS	OT HOURS	OT RATE	OT WAGES	TOTAL
B&B Foreman	2		8	\$36.650	\$586.40			\$54.975	\$0.00	\$586.40
System General Foreman				\$36.940	\$0.00			\$55.410	\$0.00	\$0.00
Assistant B&B Foreman				\$34.560	\$0.00			\$51.840	\$0.00	\$0.00
B&B Mechanic/CDL	2		8	\$34.230	\$547.68			\$51.345	\$0.00	\$547.68
B&B Mechanic	2		8	\$33.950	\$543.20			\$50.925	\$0.00	\$543.20
Lead AC Electrician				\$38.670	\$0.00			\$58.005	\$0.00	\$0.00
AC Electrician				\$38.960	\$0.00			\$58.440	\$0.00	\$0.00
AC Electrician				\$38.960	\$0.00			\$58.440	\$0.00	\$0.00
Water Service Foreman				\$37.070	\$0.00			\$55.605	\$0.00	\$0.00
Water Service Assistant Foreman				\$35.670	\$0.00			\$53.505	\$0.00	\$0.00
Water Service Mechanic				\$35.190	\$0.00			\$52.785	\$0.00	\$0.00
Track Inspector				\$36.940	\$0.00			\$55.410	\$0.00	\$0.00
Track Foreman surfacing gang				\$37.050	\$0.00			\$55.575	\$0.00	\$0.00
Track Foreman gang (2060)				\$37.050	\$0.00			\$55.575	\$0.00	\$0.00
Track Foreman gang (2050-47th)				\$37.050	\$0.00			\$55.575	\$0.00	\$0.00
Assistant Track Foreman				\$35.160	\$0.00			\$52.740	\$0.00	\$0.00
Assistant Track Foreman				\$35.160	\$0.00			\$52.740	\$0.00	\$0.00
Trackman/CDL				\$32.110	\$0.00			\$48.165	\$0.00	\$0.00
Trackman (2060)				\$32.110	\$0.00			\$48.165	\$0.00	\$0.00
Trackman-flagger for contractor				\$32.110	\$0.00			\$48.165	\$0.00	\$0.00
Track Foreman surfacing gang				\$37.050	\$0.00			\$55.575	\$0.00	\$0.00
Trackman Surface/CDL				\$32.110	\$0.00			\$48.165	\$0.00	\$0.00
Surf Gang- Operator R1 Class A				\$37.250	\$0.00			\$55.875	\$0.00	\$0.00
Surf Gang- Operator R2 Class A				\$34.690	\$0.00			\$52.035	\$0.00	\$0.00
Surf Gang-Operator R1 Class B				\$35.590	\$0.00			\$53.385	\$0.00	\$0.00
Welder Foreman				\$36.650	\$0.00			\$54.975	\$0.00	\$0.00
Welder				\$35.450	\$0.00			\$53.175	\$0.00	\$0.00
Asst. Welder				\$34.690	\$0.00			\$52.035	\$0.00	\$0.00
Lead Work Equipment Mechanic				\$38.160	\$0.00			\$57.240	\$0.00	\$0.00
Work Equipment Operator R1 Class A-RID				\$37.250	\$0.00			\$55.875	\$0.00	\$0.00
Work Equipment Operator R2 Class A				\$34.690	\$0.00			\$52.035	\$0.00	\$0.00
Work Equipment Operator R1 Class B				\$35.590	\$0.00			\$53.385	\$0.00	\$0.00
Signal Technician				\$38.960	\$0.00			\$58.440	\$0.00	\$0.00
Signal Testman				\$38.780	\$0.00			\$58.170	\$0.00	\$0.00
Signal Foreman				\$38.390	\$0.00			\$57.585	\$0.00	\$0.00
Lead Signalman				\$38.590	\$0.00			\$57.885	\$0.00	\$0.00
Signal Maintainer				\$38.170	\$0.00			\$57.255	\$0.00	\$0.00
Signalman				\$38.010	\$0.00			\$57.015	\$0.00	\$0.00
Signalman Driver				\$38.170	\$0.00			\$57.255	\$0.00	\$0.00
train engineer				\$36.110	\$0.00			\$54.165	\$0.00	\$0.00
conductor pilot				\$34.160	\$0.00			\$51.240	\$0.00	\$0.00
train breakman				\$31.440	\$0.00			\$47.160	\$0.00	\$0.00
train crew				\$34.800	\$0.00			\$52.200	\$0.00	\$0.00
UNION LABOR SUBTOTAL										\$1,677.28

UNION ADDITIVES 115.32% \$1,934.24

TOTAL UNION LABOR COSTS \$3,611.52

INVENTORY MATERIALS	QUANTITY	UNIT	UNIT PRICE	
04025441, Plywood 4'x8'x3/4" AC Fir		ea	42.06	\$0.00
25961061, WIRE, BUILDING THHN #12 AWG 19/27 STRAND RED 500' ROLL		ea	0.21	\$0.00
25961103, WIRE, BUILDING THHN #12 AWG 19/27 STRAND GREEN 500' ROLL		ea	0.22	\$0.00
25962044, WIRE, BUILDING THHN # 4 AWG 7 STRAND BLACK 500' ROLL		ea	1.1	\$0.00
#01671007, fabric, filter 14'		ft	4.14	\$0.00
01591007, 11525 "CJ" one shot welds (36 kt)		ea	97.85	\$0.00
#38010054, ballast 1 1/2		tn	23.98	\$0.00
#01623305, spike, track 5/8 x 6" 61 spikes/keg 4 or 244		kg	41.26	\$0.00
01575406, 5 1/2" 115 anchors (50 anchors in bag)		ea	2.02	\$0.00
01557503, 115 plates		ea	12.31	\$0.00
S60 Gate Mech complete #06100143		each	\$13,704.300	\$0.00
06923023, concrete 6'6" Gate foundation		each	\$1,130.000	\$0.00

INVENTORY MATERIALS SUBTOTAL \$0.00

INVENTORY ADDITIVES 13.29% \$0.00

TOTAL INVENTORY MATERIAL COSTS \$0.00

PURCHASED MATERIALS:

Omni Concrete 18 foot \$244.750 \$4,405.50

TOTAL PURCHASED MATERIALS \$4,405.50

3RD PARTY SERVICES

Ozinga		each	\$10,000.000	\$0.00
RoadSafe		each	\$16,000.000	\$0.00
Utility		each	\$18,000.000	\$0.00
Saw Cutting		each	\$15.000	\$0.00
Disposal Service	lot		\$2,700.000	\$0.00
Hauling and Dumping		LOT	\$18,000.000	\$0.00
TOTAL 3RD PARTY SERVICES				\$0.00

EQUIPMENT		QUANTITY	Unit	UNIT PRICE	
International Truck 4300			Daily	\$427.320	\$0.00
1085D Freightliner			Daily	\$355.420	\$0.00
Ford F550 CC utility			Daily	\$54.760	\$0.00
Locomotive Crane			Daily	\$921.050	\$0.00
Portable light tower			Daily	\$58.510	\$0.00
Ford F250 4x4			Daily	\$54.760	\$0.00
Ford F550 Hy-Rail Crane			Daily	161.52	\$0.00
Surfacing Gang (3 Piece)			hours	\$678.460	\$0.00
10507 2010 F350 ML/SL Maintainer			Daily	\$73.440	\$0.00
17506 B&B 2017 Ford 450 Dump Truck Holmes1		1	Daily	\$180.180	\$180.18
15421 B&B 2015 Ford F250 Holmes2		1	Daily	\$109.500	\$109.50
17302 B&B WS Ford Transit Van			Daily	\$162.350	\$0.00
18413 B&B WS 2018 Ford F250			Daily	\$128.490	\$0.00
19404 B&B 2019 Ford F250 Ponce2		1	Daily	\$132.600	\$132.60
19401 B&B 2019 Ford F250 Ponce1		1	Daily	\$232.620	\$232.62
18801 2018 International 7400		1	Daily	\$399.870	\$399.87
19420, 2019 Ford F250			Daily	\$115.920	\$0.00
22804, 2022 F-550 Aerial bucket truck			Daily	\$242.090	\$0.00
17815, 2017 Ford F-550 with bucket			Daily	\$241.150	\$0.00
23413, 2023 Ford F-750 Superduty utility truck			Daily	\$114.550	\$0.00
ME40404, mini-excavator			Daily	\$274.980	\$0.00
Ford F250			Daily	\$54.760	\$0.00
Ford F5450			Daily	\$296.030	\$0.00
SSL 35699, skid steer			Daily	\$758.010	\$0.00
Brandt Truck				\$367.630	\$0.00
17405 Track 2017 Ford F250	Sal		Daily	\$62.500	\$0.00
17406	Abel			\$56.950	\$0.00
Portable Light Tower			Daily	\$58.510	\$0.00
17804 Track 2017 Ford F550HyRail Crane	BI Crew		Daily	\$300.360	\$0.00
21801 2020 Ford F750			Daily	\$278.350	\$0.00
13603, Track Sal1 2013 Chevrolet			Daily	\$189.520	\$0.00
17804, Track Sal2 2017 Ford F550			Daily	\$300.360	\$0.00
17806-2017 Ford F-550	47th		Daily	\$181.640	\$0.00
EL31815 Track Volvo End Loader	Jave		Daily	\$440.820	\$0.00
EL31915 Track Volvo End Loader	Jlo		Daily	\$440.820	\$0.00
End Loader 721-B 30694	Junior Cornejo		Daily	\$566.720	\$0.00
16801 Track Welding 2016 Freightliner			Daily	\$496.100	\$0.00
PST-4-20, Surface 2020 Harsco	Surface		Daily	\$925.870	\$0.00
19603-2019, Surface Ford F350	Surf Crew		Daily	\$152.250	\$0.00
Tamper Mark III			Daily	\$2,388.020	\$0.00
BR22714-Surface Kershaw Ballast Regulator	Surf		Daily	\$559.590	\$0.00
PSL-Stabilizer			Daily	\$2,333.190	\$0.00
18406-Signal 2018 Ford F250			Daily	\$161.830	\$0.00
18418-Signal Ford F250			Daily	\$128.490	\$0.00
N6405D-Signal Sterling Boom Truck			Daily	\$577.500	\$0.00
TOTAL EQUIPMENT					\$1,054.77

TOTAL ESTIMATED COST: \$9,071.79