

FILE

13-1676-RR-FED

RECEIVED-DOCKETING DIV

2013 JUL 24 AM 10:36

**Public Utilities
Commission of Ohio**

PUCO

Memo

To: Docketing Division
From: George Martin, Grade Crossing Planner, Rail Division
Re: In the matter of the authorization of the Chicago, Ft. Wayne & Eastern Railroad to install active grade crossing warning devices in the City of Van Wert, Van Wert County
Date: July 24, 2013

The Ohio Rail Development Commission (ORDC) has authorized funding for the Chicago, Ft. Wayne & Eastern Railroad (CFE) to install **mast-mounted flashing lights and roadway gates with one cantilevered flashing light** in Van Wert County, City of Van Wert, Main St/US 127, DOT# 523457P. The crossing was surveyed on February 15, 2012, as part of an ODOT project to rehabilitate the roadway, and also involves the relocation of Jackson Street (523458W), which will result in the elimination of that crossing under Title 55 of the Revised Code.

The project will be paid for with federal funds, and is actual cost. As the plan and estimate for the project has been submitted and approved, staff requests an Entry with completion due in nine months. Construction may commence at once. Staff requests that the following language be incorporated in the Entry:

It is expected that all work necessary for FHWA acceptance of the warning devices will be completed by the in-service due date and that the railroad will be responsible for this work. This work includes, but is not limited to:
Any ancillary work to make the warning devices function as designed and visible to the roadway user, and
MUTCD compliance, including minor roadway work if necessary.

A suggested case coding and heading would be:

PUCO Case No. 13- **1676** -RR-FED In the matter of the authorization of the Chicago, Ft. Wayne & Eastern Railroad to install active grade crossing warning devices in the City of Van Wert, Van Wert County

C: Legal Department

Please serve the following parties of record.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician AmJ Date Processed 7/24/13

Ms Cathy Stout

Ohio Rail Development Commission

1980 W Broad St, Mailstop # 3140

Columbus, Oh 43223

Mr Joseph Parsons

General Manager

Chicago, Ft Wayne & Eastern Railroad

2715 Wayne Trace

Ft Wayne, In 46803

Mr Stephen Thompson

Project Manager

5011 Gate Parkway

Bldg 100, Ste. 400

Jacksonville, Fl 32256-0562

Mr Jay Fleming

Safety Services Director

515 E Main St

Van Wert, Oh 45891

AEP

**OHIO RAIL DEVELOPMENT COMMISSION
INTER-OFFICE COMMUNICATION**

TO: Randall Schumacher, Supervisor, Rail Division, PUCO
FROM: Cathy Stout, Manager, Safety Section, ORDC
BY: Don Damron, Project Manager, ORDC
SUBJECT: Van Wert County, City of ~~Van~~ Wert, Main Street
DOT# 523457P
PID# 95641
DATE: July 15, 2013

The Ohio Rail Development Commission (ORDC) established a diagnostic survey at the subject location on 2/15/12. The Public Utilities Commission of Ohio (PUCO) attended the review. The Diagnostic Team recommended the improvement of warning devices to flashing lights and roadway gates. Copies of the diagnostic review form and the plan and estimate are attached.

PE has already been provided by the railroad. ORDC approves the site plans and estimates as provided. Please issue a construction-only order for the project outlined above. This authorization is made with the stipulation and understanding that an approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit.

It is expected that all work necessary for FHWA acceptance of the warning devices will be completed by the in-service due date and that the railroad will be responsible for this work. This work includes, but is not limited to:

- any ancillary work to make warning devices function as designed and visible to the roadway user, and
- MUTCD compliance – including minor roadway work if necessary.

Thank you for your assistance with these matters.

Attachment:
Diagnostic Review
Plan & Estimate

c: George Martin, PUCO
ORDC Project Manager (file)



OHIO RAIL DEVELOPMENT COMMISSION

Mail Stop #3140, 1980 West Broad Street, Columbus OH 43223

John R. Kasich, Governor • James G. Bradley, Chairman

July 15, 2013

Joseph Parsons
General Manager
Chicago, Ft. Wayne & Eastern Railroad
2715 Wayne Trance
Ft. Wayne, IN 46803

RE: Grade Crossing Warning Device Improvement
Van Wert County, City of Van Wert, Main Street
DOT# 523457P
PID# 95641

Dear Mr. Parsons:

The plan and estimate dated 7/2/2013, for the referenced project has been reviewed and is acceptable. The Chicago, Ft. Wayne & Eastern Railroad (CFE) may proceed with the construction of the proposed grade crossing warning system in accordance with the abbreviated plan. This authorization is made with the stipulation and understanding that the approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit. Reimbursement of eligible actual cost is limited to \$189,551.00 and is broken down as \$161,301.00 for the crossing warning system, \$23,250.00 for contract engineering, and \$5,000 for AC electric power service. Additional costs must be approved in writing by the Ohio Rail Development Commission (ORDC) prior to being incurred. Emergency verbal authorizations by ORDC may be permitted and will be confirmed by ORDC in writing within ten (10) business days of the verbal approval.

This authorization is contingent upon the Chicago, Ft. Wayne & Eastern Railroad (CFE) accepting the following instructions:

1. The CFE's project foreman will furnish written notification five (5) working days prior to the date work will start at the project site to Don Damron, ORDC, Mail Stop #3140, 1980 West Broad Street, 2nd Floor, Columbus Ohio 43223, or email don.damron@dot.state.oh.us, or Fax 614-728-4520, (phone: 614-466-2509; cell phone: 614-917-8466), and to the Public Utilities Commission of Ohio at George.martin@puc.state.oh.us (phone 614-752-9107). The CFE's project foreman will also notify the same of any stops and re-starts of the work activity and of the date work was completed for the project.
2. The CFE will arrange for utilities to be located at the project site by the Ohio Utilities Protection Service (OUPS) prior to any construction activities at the site. Utilities that are not participating members of the service must be contacted directly by the CFE.



www.rail.ohio.gov

phone: 614.644.0306

IMPROVING RAIL TODAY FOR TOMORROW'S ECONOMY

3. The CFE's project foremen will notify Don Damron at cell phone: 614-917-8466 or don.damron@dot.state.oh.us (email) of any changes in the scope of work, cost overruns, material changes, etc. which are not included in the approved plan and estimate and secure approval of same before the work is performed.
4. The CFE will furnish two (2) copies of each partial bill to ORDC. Please find the enclosed ODOT Purchase Order to reference when billing.
5. The CFE will furnish two (2) copies of the final all-inclusive bill to ORDC stating the exact dates of starting and completing work, the initial and final dates of construction and location where the accounts may be audited.

Thank you for your assistance with these matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald J. Damron", written in a cursive style.

Donald J. Damron
Project Manager

C: Randall Schumacher, Supervisor, Rail Division, PUCO
George Martin, Grade Crossing Planner, PUCO
ORDC (file)



Diagnostic Review Team Survey

Date: 2-15-12

Location Data			
Street or Road Name: Main Street			
Route/Road Number (i.e. Twp., Co., SR or US)		US DOT No.: 523457P	
County: Van Wert (VAN)	Township:	City: (In or Near) Van Wert	
Railroad Name: <u>CSX</u> <u>CF&E</u>	Railroad Division: MIDWEST REGION	Branch/Line Name: <u>Est. 1</u> <u>VAN WERT</u>	
Nearest RR Timetable Station: Van Wert		RR Milepost: 103.22	

On-Site Review Team			
(Include: Name - Organization - Phone Number - Email)			
1. <u>Tod Darfus</u> - ORDC - 614.374.9298 - <u>tod.darfus@dot.state.oh.us</u>			
2. <u>Jay Fleming</u> 419-513-1010 <u>j.fleming@vanwert.oh.us</u> <u>Jay Fleming</u>			
3. <u>Don Clark</u> <u>Rail America</u> 859-391-5530 <u>Don.Clark@RailAmerica.com</u>			
4. <u>Kath Wilson</u> <u>PUCO</u>			
5. <u>Bruce Peters</u> <u>CFE/RA</u> 513-218-9058			
6. <u>CLARK J. NASH</u> <u>ODOT-Rail Coord.</u> 419-999-6874 <u>CLARK.NASH@DOT.STATE.OH.US</u>			
7. _____			
8. _____			
9. _____			

Existing Traffic Control Devices		
Type of Warning Devices	Installed?	Quantity/Comments
Advance Warning Signs (condition?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2 OK
'Stop' Signs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
'Stop Ahead' Signs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Pavement Markings (condition?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2 good
Crossbucks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2
Number of Tracks Signs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Inventory Tags	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2
Interconnected Highway Traffic Signal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mast-Mounted Flashing Lights	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2 sets / 4 head
Cantilever Flashing Lights	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number: Length:
Side Lights	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Automatic Gates	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number: Length:
Bells	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number:
Sidewalk Gate Arms	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
'No Turn' Signs	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Illumination	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is crossing flagged by train crew?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Safety Data (Obtain crash reports, if possible, prior to review)

	Initial Information (from database)	Revised
Number & dates of crashes in previous 5 years	0	0
Hazard Ranking	5719	5719
Date Run: 2/2/2012		

Railroad Data

Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day	0	4 MOVES a week
< 1 per day		
Day thru trains	0	
Night thru trains	0	
Daytime switching movements	0	
Nighttime switching movements	0	
Total number of tracks		
Number of main tracks	1	
Number of other tracks	0	
Maximum train speed	15	10
Typical train speed		10
Amtrak		No

If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) ☒ Yes ☐ NoIf multiple tracks, can two trains occupy crossing at the same time? ☐ Yes ☒ NoCan one train block the motorists' view of another train at crossing? ☐ Yes (Explain below) ☒ NoCan one or more tracks be eliminated through the crossing? ☐ Yes ☒ NoAre there other track(s) crossing this same roadway within 100 ft of this crossing? ☐ Yes ☒ No

If yes, Crossing DOT #(if different) _____

If yes, distance _____ (take measurement between track centerlines at closest point along roadway)

Roadway Data

Local Highway Authority:	City of Van Wert	
Roadway Characteristics	Initial Information (from database)	Revised
Average daily traffic	2770 (2008)	2770
Highway paved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Roadway Surface:	<input checked="" type="checkbox"/> Blacktop <input type="checkbox"/> Gravel <input type="checkbox"/> Concrete <input type="checkbox"/> Other _____	
Roadway width:	30 ft.	
Number of highway lanes	2	
Urban or Rural	Urban	Urban
Vehicle Speed:	35 MPH	
School Bus Operation:	<input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes 4 Amount	
Hazardous Materials Trucks:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes 3 Amount	
Shoulders:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Is the shoulder surfaced?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Is there existing guardrail along roadway in crossing vicinity?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Is stopping site distance adequate? (See Table 2)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If no, deficient approach(es) _____

will have as per plan

Quadrant _____ Curb and Gutter: <input checked="" type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input type="checkbox"/> None	Quadrant _____ Curb and Gutter: <input checked="" type="checkbox"/> Functional (Curb height = 4" or more) <input type="checkbox"/> Non-functional (Curb height = Less than 4") <input type="checkbox"/> None
Pedestrians: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Is sidewalk present? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Is there a nearby intersection that could cause queuing over the crossing? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, Distance _____	
Is this intersection signalized? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Are the signals currently interconnected with the existing crossing warning devices? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Is there a 'Do not Stop on Track' sign? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Is a roadway improvement project (e.g. widening, turn lanes, nearby new or upgraded traffic signal, sidewalk) planned at or near this location in the foreseeable future? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
If yes, Improvement type <u>New Construction</u> Lead Agency <u>CDOT-ID</u> Timeline/completion <u>Summer/Fall 2012</u> <u>City of Van Wert</u>	
Is it the consensus of the Diagnostic Review Team that this is a potential closure project? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Explain reasons:	
Type of Development	
<input type="checkbox"/> Open Space <input type="checkbox"/> Institutional <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential	Location of nearby schools: <u>3 city blocks</u>
Utility Information	
Is commercial power available? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Utility Provider (Company Name) <u>AEP</u>	Phone Number _____
Nearest Available Power Source <u>0 crosses</u>	
What other utilities are present? <u>Water, Storm</u> (add locations to sketch)	
Is(are) there potential utility conflict(s) <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
Comments:	

Potential Red Flags / Project Challenges

Traffic Signal Preemption (include traffic signal intersection name and LHA with jurisdiction over traffic signal, if known):

No

Crossing Consolidation or Closure:

No

Real Estate or ROW:

as per plan attached

Culverts / Drainage / Ballast Conditions:

No

Roadway and/or Sidewalks:

as per plan

Circuitry (e.g. reaches out to other crossings, specific needs, etc.):

No

Environmental:

No

Other:

Diagnostic Team Recommendations

Quadrants Needed

- ☒ Install/upgrade active devices
- ☐ Automatic Flashing Lights (AFLS)
- ☐ AFLS / Cants
- ☒ AFLS / Gates
- ☐ AFLS / Gates / Cants
- ☐ Bells / number
- ☐ Upgrade circuitry / type
- ☐ Sidelights
- ☐ Guardrail Needed
- ☐ Install/Replace curb
- ☒ Bungalow placement & offset from rail & highway
- ☐ Other (define)

3

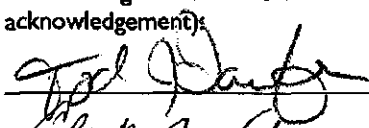
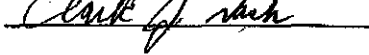
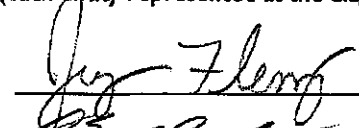
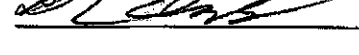
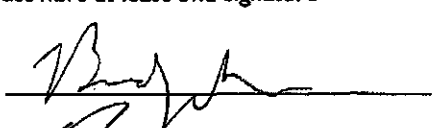
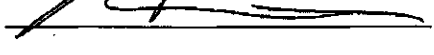
NW Quad per R/W allowed

Comments:

New Construction - please see attached plan

- ☐ Install/upgrade traffic signal preemption
- ☐ No improvements needed
- ☐ Other (define)

Acknowledgement of Recommendations (each entity represented at the diagnostic must have at least one signature acknowledgement):

Field Dimensions

Sidewalk

Parkway

Roadway

Roadway

Parkway

Sidewalk

Crossing Angle ☐ 0-29° ☐ 30-59° ☐ 60-90° Measured in _____ Quadrant?

Measurements by: _____

TABLE 1

Clearing Sight Distances

Maximum Authorized Train Speed	Distance (dT) Along Railroad from Crossing (ft)
1 - 10	240
15	360
20	480
25	600
30	720
35	840
40	960
45	1080
50	1200
55	1320
60	1440
65	1560
70	1680
75	1800
80	1920
85	2040
90	2160

Source: R-H Grade Crossing Handbook Table 36 (pp. 132-133)

Notes:

All calculated distances are rounded up to the next higher 5-foot increment.

Distances indicated are for 65-ft double bottom semi-tractor trailers and level single track 90 degree crossings; and may need to be adjusted for multiple tracks, skewed crossings or approaches on grades.

Clearing Sight Distance is to be measured in each vehicle travel direction at non-gated crossings as viewed from a point 25 feet from centerline of nearest track in the center of whichever travel lane is nearest the direction along track being measured.

Table 2

Stopping Sight Distances

Highway Vehicle Speed	Distance (dH) Along Roadway from Crossing (ft)
0	n/a
5	50
10	70
15	105
20	135
25	180
30	225
35	280
40	340
45	410
50	490
55	570
60	660
65	760
70	865

Source: R-H Grade Crossing Handbook Table 36 (pp. 132-133)

Notes:

All calculated distances are rounded up to the next higher 5-foot increment.

Distances indicated are for 65-ft double bottom semi-tractor trailers on dry level pavements.

Stopping Sight Distance is to be measured on each roadway approach to crossing from stop bar.

INTERIM USE OF STOP SIGNS AT GRADE CROSSING PROJECTS

In order to provide for increased public safety during the pendency of this grade crossing upgrade, your agency, which has jurisdiction over, _____ has the option to make an immediate assessment of interim physical improvements, including the installation of stop signs during the interim period between the authorization of the grade crossing project and actual completion of the installation.

If your agency elects to install a temporary Stop Sign at this location during this period, instruct the railroad to remove the yield shields from the Buckeye Crossbuck or yield sign (if present) from standard Crossbuck and place "Stop Ahead" signs in conjunction with the railroad advanced warning signs as described in the Manual on Uniform Traffic Control Devices.

* The _____ has determined that the public safety and interest would be served by;

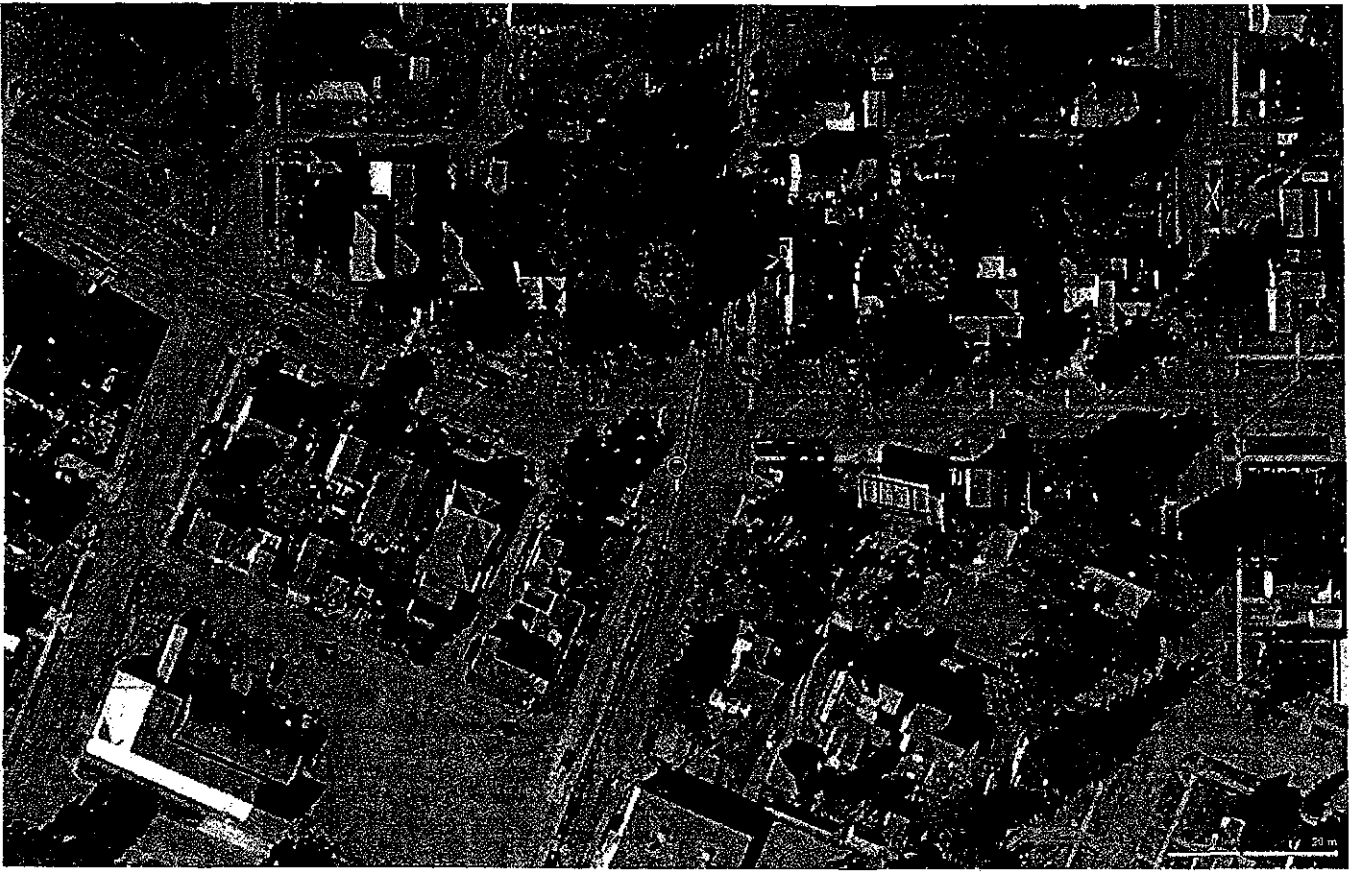
_____ YES.... installing STOP SIGNS at _____
until the installation of the active warning devices.

_____ NOT.... installing STOP SIGNS at _____
until the installation of the active warning devices.

**** In the event your agency chooses to install stop signs as an interim measure at this location, please notify ORDC via phone at (614) 466-0306 of the actual date installed, to enable enforcement of these stop signs. Also, notify your local law enforcement agency to enforce the signs.***

Print name and title

VAN Main Street 523457P





a Genesee & Wyoming Company
Estimate No.: 523457P - 7/2/2013

CHICAGO, FORT WAYNE & EASTERN RAILROAD CFE

Van Wert (Van Wert), OH - Main Street

DOT# : 523457P
RR MP.: 103.22

Midwest Region
Lima Subdivision

RAILROAD # : CFERGS12004
XORAIL# : VEM12-29994

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	\$161,301.00
CROSSING SURFACE/RESURFACE (Includes all design, requisition, labor, materials, and installation)	\$0.00
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation)	\$0.00
RAILROAD ENGINEERING (Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)	\$0.00
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$7,500.00
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$5,000.00
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$7,750.00
CONSTRUCTION ENGINEERING INSPECTION (Estimated Construction Engineering Inspection cost based on 2 days @ \$1500 per day)	\$3,000.00
UTILITY CROSSING (0 new utility crossings @ \$2500 each, includes application and engineering review)	\$0.00
RIGHT OF ENTRY FEE (Right of Entry Fee of \$1,500 is valid for 60 days, after 60 days, additional fees of \$750 per 30 days are required.)	\$0.00
FLAGGING SERVICES (Estimated Flagging Services cost based on 0 days @ \$1050 per day)	\$0.00
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	\$5,000.00
OTHER (Description Required)	\$0.00
TOTAL ESTIMATE COST	\$189,551.00 (USD)

DATE: 7/2/2013

RESPONSIBLE PARTY:

Name: **ORDC**
Number: **PID# 95641**
Contact: **Don Damron**

NOTE : This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.



July 2, 2013

Stephen H. Thompson
Project Manager
5011 Gate Parkway
BLDG. 100-Suite 400
Jacksonville, FL 32256-0562

REFERENCE: RFQ100451R1

SUBJECT: Price quotation to furnish labor, tools and equipment necessary for the installation of Highway Crossing Warning System located at the intersection of Main Street and the (CFE) tracks, in Van Wert, (Van Wert), OH

Dear Stephen

With reference to the above subject and per information received, we are pleased to quote the following:

MATERIAL:	LOT PRICE: <u>\$106,811.00</u>
LABOR COST: (INSTALLATION)	LOT PRICE: <u>\$ 41,614.00</u>
ENGINEERING COST:	LOT PRICE: <u>\$ 4,500.00</u>
TAX: (7%)	LOT PRICE: <u>\$ 7,476.00</u>
SHIPPING/FREIGHT:	LOT PRICE: <u>\$ 900.00</u>
	TOTAL: <u>\$161,301.00</u>

Terms: Net 30 days.

Delivery: 30 Days for shop wiring. ARO

90 Days for material procurement and shipment to site. ARO

Total of 120 days from award to construction. ARO

Freight: FOB Manufacturing Plant.

The above price is firm for thirty (30) days and is based on the following:

1. Price includes 4" PVC conduit under the road and tracks.

Page 2
Mr. Thompson
July 2, 2013

2. Price is based on using only men working signs, no special sign package allowed for, if required.
3. Price based on Commercial AC Power being available within 100' of proposed control house location.
4. Price based on using non-union labor sources.
5. Relocation of overhead and underground utility lines to be the responsibility of others. Overhead utility lines or underground obstructions such as utility lines or rock must not obstruct the operation or the location of signal equipment. If any lines are to be relocated, such relocation must be completed prior to construction work beginning.

TCR Rail Systems, LLC appreciates the opportunity of quoting on your signal requirements and would like to thank you in advance for letting us serve you. If you have any questions or need any additional information, please advise. I can be reached at 502-405-3004 or by cell at 502-533-5552.

Sincerely,

Chris Ramey

7/2/2013

(CFE)
MAIN STREET,
VAN WERT, OHRFQ100451R1
WIRED PACKAGE

DESCRIPTION	QTY.	UNIT
HOUSE, FAB 6'X6' ALUM., 1" INSULATION WITH COVER PLYWOOD ON WALLS, 2 SHELVES, HEATER, HOFFMAN BOX, ERICO GROUND SURGE, AUX. OUTLET, DROP DOWN	1	EA
VENT FAN W/ THERMOSTAT, 2 X 4 BOX, AERIAL CABLE CASTING W/ HRDW	1	EA
POWER-OFF LIGHT ASSY W/ 10V-25W BULB	2	EA
PRINT TUBE 4"DIA. X 24"LG. (1) GLUED CAP & (1) LOOSE CAP	1	EA
CROSSING LAMP CONTROLLER (XLC)	3	EA
VITAL LOGIC CONTROLLER (VLG)	2	EA
PLUGBOARD KIT FOR VLG & XLC'S, CRIMP TYPE TERMS. #10	3	EA
VITAL TIMER 10 MIN.	1	EA
TRANSFORMER,	1	EA
TRACK DRIVER, (MODEL TD-4)	1	EA
RELAY, 4FB-2F-1B, 2 OHMS TRACK RELAY, BIASED NEUTRAL	5	EA
RELAY, 6FB, 1 SEC., 194 OHMS, SLOW RELEASE, STICK RELAY	2	EA
RELAY, 6FB, 500 OHMS, NEUTRAL XR, 4APR, PBSR, 3 REPEATER RELAYS	6	EA
RELAY, 1A484M DAYTON, COIL: 12VDC, LOAD: 10AMP DPDT	2	EA
RELAY, 20114-81 DELTROL SKR (GRAINGER #1A484)	13	EA
PLUGBOARD KIT FOR B1 RELAYS, CRIMP TYPE TERMS. #16-20	13	EA
VOLTAGE TEST TERMINAL KIT	13	EA
TEST TERMINAL WRENCH FOR "B" RELAYS	1	EA
SOCKET WRENCH, RR HEX 1/2"	1	EA
BREAKER BOX, SQUARE D, 100A, 12 SPACES -	1	EA
30amp CIRCUIT BREAKER,	2	EA
20amp CIRCUIT BREAKER,	2	EA
20amp QWIK-GARD CIRCUIT BREAKER W/GROUND FAULT CIRCUIT INTERRUPTER, ONE POL	1	EA
15amp CIRCUIT BREAKER, WALL MOUNTED, QOU115	2	EA
SINGLE ROW TERMINAL	1	EA
DOUBLE ROW TERMINAL / LESS SLIDE CONNECTORS, NUTS & WASHERS	2	EA
CENTER CONTROL INSUL. TEST LINK ASSEMBLY 2 3/8"	1	EA
2-3/8" TERMINAL / WITH NUTS & WASHERS BAKELITE	4	EA
TEST LINK ASSEMBLY, 1"	40	EA
2-3/8" CONNECTOR STRAP, FLAT	1	EA
1" CONNECTOR STRAP, FLAT, NO SLIP	20	EA
INSULATED NUT	20	EA
AAR FLAT WASHER	200	EA
AAR BINDING NUT, NICKEL, 1/4-24	200	EA
AAR BINDING NUT (ACORN)	200	EA
SCREW, #10-1/2" PHIL PAN T/S	50	EA
SCREW, #10-3/4" PHIL PAN T/S	50	EA
SCREW, #10-1" PHIL PAN T/S	50	EA

7/2/2013

(CFE)
MAIN STREET,
VAN WERT, OHRFQ100451R1
WIRED PACKAGE

DESCRIPTION	QTY.	UNIT
4 POST ARRESTOR BASE, ERICO	60	EA
LIGHTNING ARRESTER, HEAVY DUTY	53	EA
EQUALIZER, HEAVY DUTY	41	EA
RESISTOR, ADJUSTABLE, 1.3 OHMS H.D.FOR LIGHTS	4	EA
RESISTOR, ADJUSTABLE, 5 OHMS	5	EA
RESISTOR, ADJUSTABLE, 8 OHMS	5	EA
BOX, CASE MOUNTED, RAISE/LOWER PUSH-BUTTON	1	EA
WIRE TIES (1 7/8" x 7 5/16"")	100	EA
WIRE TIES (3/4" x 4 33/64")	100	EA
2" X 3" PLASTIC WIRING DUCT	40	FT
2" PLASTIC WIRING DUCT COVER	40	FT
PANEL MARKER - B-483 TAG 2.0"W X 0.75"H, WHITE,	40	EA
WIRE MARKER SLEEVES, HEATEX 3/8" X 1.0" WHITE 2:1,	400	EA
WIRE, #16 OKONITE TOWER & CASE WIRE (BLUE)	400	FT
WIRE, #10 OKONITE TOWER & CASE WIRE (BLUE)	500	FT
BOND STRAND, 3/16", INSULATED	100	FT
BOND STRAND, 3/16", INSULATED (GREEN)	100	FT
NO OXIDE GREASE	1	EA
BATTERY CHARGER NRS 5/5	2	EA
BATTERY CHARGER NRS 12/20	1	EA
BATTERY CHARGER NRS 12/40	1	EA
BATTERY, 240 AMPERE-HOUR, ENERSYS IRONCLAD TYPE ELM LOW-MAINTENANCE	2	EA
BATTERY, 425 AMPERE-HOUR, ENERSYS IRONCLAD TYPE ELM LOW-MAINTENANCE	13	EA
BATTERY TRAY, 7 CELL, 13'X38"	2	EA
TOTAL: \$ 45,609.00		

7/2/2013

(CFE)
MAIN STREET,
VAN WERT, OHRFQ100451R1
GATE FLASHER (2)**STANDARD GATE FLASHER BILL OF MATERIAL**

QTY.	UNIT	DESCRIPTION
1	EA	MAST 5" x 16" WITH BASE HOLE 0 DEG., MAIN HOLE 90 DEG. RT, EXTRA HOLE 90DEG. RT
1	EA	2-WAY CROSSARM ON MAIN MAST
1	EA	2-WAY CROSSARM ON MAIN MAST
2	EA	BACK CLAMP CASTING
4	EA	5/8"-11x 7" HHCS S/S FOR 5" MTG.
4	EA	5/8"-11 HEX NUT S/S
4	EA	5/8" FLATWASHER S/S
4	EA	5/8" LOCKWASHER S/S
8	EA	L.E.D. LIGHT HEAD ASSY WCH/MILLERFELPAX)
4	EA	BACKGND 24 O.D. ALUM, WCH
4	EA	HOOD FOR 12 LIGHT, ALUM, WCH
SIGNS AND SIGN MOUNTING HARDWARE		
1	EA	R.R. CROSSING SIGN ONLY HI-INT GRADE
2	EA	5/8"-11 x 3" HHCS S/S
2	EA	5/8"-11 x 1 1/2" HHCS S/S
4	EA	5/8"-11 HEX NUT S/S
4	EA	5/8" FLATWASHER S/S
4	EA	5/8" LOCKWASHER S/S
2	EA	R.R. CROSSING EXTENSION BRACKET
GATE MECHS		
1	EA	WCH 3597 GATE MECH w/ MAINT. SWITCH
1	EA	COUNTERWEIGHT ARM AND WEIGHT KITS FOR 27' GATEARM STANDARD
GATE ARM PARTS		
1	EA	GATE ARM 27' ALUMINUM FIBERGLASS HI-INTENSITY GRADE w/ LIGHTS
MISC. ITEMS		
1	EA	5" JUNCTION BOX BASE ASSY
1	EA	BELL LOUD TONE 12v ELECTRONIC
200	FT	WIRE #10 BLUE OKONITE
30	EA	TERMINAL, EYE #12/10 FOR #10 T.C. BLUE (AMP # 35627)
15	EA	STRAIGHT TEST LINK
1	EA	HI-WIND BRACKET ASSY WITH 5" MOUNTING
1	EA	GATE FLASHER FOUNDATION 32"SQ BASE x 48" TALL, HOT DIPPED GALVANIZED
		TOTAL: \$ 12,372.00

7/2/2013

(CFE)
MAIN STREET,
VAN WERT, OHRFQ100451R1
GATE FLASHER (2)**STANDARD GATE FLASHER BILL OF MATERIAL**

QTY.	UNIT	DESCRIPTION
1	EA	MAST 5" x 16' WITH BASE HOLE 0 DEG., MAIN HOLE 90 DEG. RT
1	EA	1-WAY CROSSARM BACKLIGHTS ON MAIN MAST
2	EA	BACK CLAMP CASTING
4	EA	5/8"-11x 7" HHCS S/S FOR 5" MTG.
4	EA	5/8"-11 HEX NUT S/S
4	EA	5/8" FLATWASHER S/S
4	EA	5/8" LOCKWASHER S/S
8	EA	L.E.D. LIGHT HEAD ASSY WCH/MILLERFELPAX)
4	EA	BACKGND 24 O.D. ALUM, WCH
4	EA	HOOD FOR 12 LIGHT, ALUM, WCH
SIGNS AND SIGN MOUNTING HARDWARE		
1	EA	R.R. CROSSING SIGN ONLY HI-INT GRADE
2	EA	5/8"-11 x 3" HHCS S/S
2	EA	5/8"-11 x 1 1/2" HHCS S/S
4	EA	5/8"-11 HEX NUT S/S
4	EA	5/8" FLATWASHER S/S
4	EA	5/8" LOCKWASHER S/S
2	EA	R.R. CROSSING EXTENSION BRACKET
GATE MECHS		
1	EA	WCH 3597 GATE MECH w/ MAINT. SWITCH
1	EA	COUNTERWEIGHT ARM AND WEIGHT KITS FOR 27' GATEARM STANDARD
GATE ARM PARTS		
1	EA	GATE ARM 27' ALUMINUM FIBERGLASS HI-INTENSITY GRADE w/ LIGHTS
MISC. ITEMS		
1	EA	5" JUNCTION BOX BASE ASSY
200	FT	WIRE #10 BLUE OKONITE
30	EA	TERMINAL, EYE #12/10 FOR #10 T.C. BLUE
15	EA	STRAIGHT TEST LINK
1	EA	HI-WIND BRACKET ASSY WITH 5" MOUNTING
1	EA	GATE FLASHER FOUNDATION 32"SQ BASE x 48" TALL, HOT DIPPED GALVANIZED
		TOTAL: \$ 12,372.00

(CFE)
MAIN STREET,
VAN WERT, OH

STANDARD CANTILEVER BILL OF MATERIAL		
QTY.	UNIT	DESCRIPTION
1	EA	24'-0" ALUMINUM CANTILEVER ARM STANDARD
1	EA	12" PHASE 2 MAST ALUM RIGHT HAND
1	EA	HRD PACKAGE FOR 12" SINGLE CANTILEVER (PACKAGE DETAILS BELOW)
	12qty	1"-8 x 3 1/2" HHCS S/S
	12qty	1"-8 HEX NUT S/S
	24qty	1" FLATWASHER S/S
	2qty	3/8"-16 x 3" HHCS S/S
	2qty	3/8" LOCKWASHER S/S
	2qty	3/8"-16 HEX NUT S/S
	4qty	3/8" FLATWASHER S/S
	1qty	PINNACLE ASSY 4"
	1qty	PINNACLE ASSY 10" WITH 4" BELL MOUNT
	2qty	GUIDE PINS 1" FOR INSTALLATION
1	EA	1-WAY CROSSARM FRONTLIGHTS ON MAIN MAST
1	EA	2-WAY CROSSARM ON ARM TIP
1	EA	BACK CLAMP CASTING
2	EA	5/8" -11x 6" HHCS S/S FOR 4" MTG.
2	EA	5/8" -11 HEX NUT S/S
2	EA	5/8" FLATWASHER S/S
2	EA	5/8" LOCKWASHER S/S
2	EA	10"/12" MOUNTING STUDS FOR CROSSARM MOUNTING
2	EA	10"/12" SQUARE WASHERS FOR CROSSARM MOUNTING
2	EA	10"/12" HEXNUTS FOR CROSSARM MOUNTING
6	EA	L.E.D. LIGHT HEAD w/BACKGND & HOOD (WCH/MILLERFELPAX)
SIGNS AND SIGN MOUNTING HARDWARE		
2	EA	R.R. CROSSING SIGN ONLY HI-INT GRADE
20	FT	2" x 50' YD. ROLL HI-INT. GRADE SCOTCH LITE TAPE (2 PIECES x 4' LONG)
4	EA	5/8"-11 x 3" HHCS S/S
4	EA	5/8"-11 x 1 1/2" HHCS S/S
4	EA	5/8"-11 HEX NUT S/S
4	EA	5/8" FLATWASHER S/S
4	EA	5/8" LOCKWASHER S/S
2	EA	R.R. CROSSING EXTENSION BRACKET
FOUNDATIONS		

1	EA	LEAVE IN PLACE FORM 5' TALL
MISC. ITEMS		
1	EA	BELL LOUD TONE 12v DC
1	EA	WIRING FOR TIP LIGHTS 24' ARM
1	EA	WIRING FOR MAIN MAST LIGHT ALL
300	FT	WIRE #10 BLUE OKONITE
6	EA	STRAIGHT TEST LINK

TOTAL: \$ 18,002.00

7/2/2013

(CFE)

RFQ100451R1
GROUND MATERIALMAIN STREET,
VAN WERT, OH

DESCRIPTION	QTY.	UNIT
CONSTRUCTION MATERIALS		
HARDWARE	1	LOT
#6 TWISTED PAIR, (DUPLEX #6 TRACK WIRE) (OKONITE #113-12-3933)	2000	FT
3/C #2-7X U.G. CABLE (AC POWER CABLE) (OKONITE)	100	FT
5/C #9 U.G. CABLE, (SIGNAL CABLE) (OKONITE #206-11-6925)	50	FT
7/C #6 U.G. CABLE (GATE CABLE) (OKONITE #206-11-6247)	300	FT
7/C #14 U.G. CABLE (SIGNAL CABLE) (OKONITE #206-11-6887)	300	FT
12/C #14 U.G. CABLE (SIGNAL CABLE) (OKONITE #206-11-6892)	900	FT
#6 SOLID BARE COPPER (GRAYBAR #BARE COPPER #6 SOLID)	50	FT
GROUND ROD 3/4" X 8'	4	EA
RAIL CLIPS	8	EA
HEAT SHRINK TUBING, .750 -.220, X 6" LONG	6	EA
ELECTRICAL TAPE	5	EA
DUCT SEAL, (5 # BARS)	3	EA
RAILROAD LOCKS HEX HEAD (GREY)	5	EA
TOTAL: \$ 17,008.00		

PRELIMINARY ENGINEERING (Phase 1)**Pre-Construction Authorization**

7/2/2013

RR Code: **CFE**
Location: **Van Wert (Van Wert), OH**
Crossing Name: **Main Street**
AAR\DOT#: **523457P**
RR Milepost: **103.22**
RR Project #: **CFERGS12004**
XORAIL Project #: **VEM12-29994**
Roadway Project # **PID# 95641**

TITLE	HOURS	RATE	AMOUNT
Project Manager	65	\$110.00	\$7,150.00
Preliminary Design Personnel	0	\$90.00	\$0.00
Site Surveyor	0	\$90.00	\$0.00
Cadd Draftsman	0	\$60.00	\$0.00
Secretarial/Administrative	7	\$50.00	\$350.00
Plan Review Fee (Flat Rate)	0	\$8,000.00	\$0.00
Preliminary Engineering Fee (Flat Rate)	0	\$8,000.00	\$0.00

TOTAL PRELIMINARY ENGINEERING PROJECT MANAGEMENT	\$7,500.00
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ESTIMATE - Exhibit E

AGREEMENTS & APPROVALS (Phase 2)**Pre-Construction Authorization**

7/2/2013

RR Code: **CFE**
Location: **Van Wert (Van Wert), OH**
Crossing Name: **Main Street**
AAR\DOT#: **523457P**
RR Milepost: **103.22**
RR Project #: **CFERGS12004**
XORAIL Project #: **VEM12-29994**
Roadway Project # **PID# 95641**

TITLE	HOURS	RATE	AMOUNT
Project Manager	44	\$110.00	\$4,840.00
Preliminary Design Personnel	0	\$90.00	\$0.00
Site Surveyor	0	\$90.00	\$0.00
Cadd Draftsman	1	\$60.00	\$60.00
Secretarial/Administrative	2	\$50.00	\$100.00

TOTAL AGREEMENTS & APPROVALS PROJECT MANAGEMENT	\$5,000.00
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ESTIMATE - Exhibit F

CONSTRUCTION ENGINEERING (Phase 3)**Post-Construction Authorization**

7/2/2013

RR Code: **CFE**
Location: **Van Wert (Van Wert), OH**
Crossing Name: **Main Street**
AAR\DOT#: **523457P**
RR Milepost: **103.22**
RR Project #: **CFERGS12004**
XORAIL Project #: **VEM12-29994**
Roadway Project # **PID# 95641**

TITLE	HOURS	RATE	AMOUNT
Project Manager	65	\$110.00	\$7,150.00
Preliminary Design Personnel	0	\$90.00	\$0.00
Site Surveyor	0	\$90.00	\$0.00
Cadd Draftsman	0	\$60.00	\$0.00
Secretarial/Administrative	12	\$50.00	\$600.00

TOTAL CONTRACT ENGINEERING PROJECT MANAGEMENT	\$7,750.00
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ESTIMATE - Exhibit G

CONSTRUCTION ENGINEERING INSPECTION

7/2/2013

RR Code: **CFE**
Location: **Van Wert (Van Wert), OH**
Crossing Name: **Main Street**
AAR\DOT#: **523457P**
RR Milepost: **103.22**
RR Project #: **CFERGS12004**
XORAIL Project #: **VEM12-29994**
Roadway Project # **PID# 95641**

TITLE	Days	RATE	AMOUNT
Construction Inspector	2	\$1,500.00	\$3,000.00

TOTAL CONSTRUCTION INSPECTION	\$3,000.00
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ESTIMATE - Exhibit H

RR WEST TO MIKE

RR EAST TO WEST YARD

ELLIOT ST.
CROSSING
OUT OF SERVICE

W. JACKSON ST.
MP 103.21
DOT# 523457P
J85005

WOODLAND AVE.
MP 103.25
DOT# 523457P
J85005

W. MAIN ST.
MP 103.22
DOT# 523457P
J85005
STICK RELAYS
NOT RECOMMENDED
DWG. 523457.DGN



EXISTING U.G. SIGNAL CABLE

4'-11" CASE

140#RE 132#RE

3'-5" CASE
BATT. BOX

132#RE 105#40Y

END OF SURVEY 600'

HOUSE / METER SERVICE 585'

CPE MAINLINE 569'

INSULATED JOINT 560'

ABANDONED CASE 546'

INSULATED JOINT 452'

DWARF SIGNAL 446'

COMP JOINT 439'

CASE 202'

BATTERY BOX 194'

INSULATED JOINT 133'

62'

COMP JOINT 37'

INSULATED JOINT 42'

END OF SURVEY 600'

ASPHALT PED. CROSSING 253'

TRACK WIRE 310'

357'



CHICAGO, FORT WAYNE
& EASTERN RAILROAD
(CFE)

EXISTING TRACK LAYOUT
MAIN STREET
RR MP. 103.22
VAN WERT, (VAN WERT), OH
MID-WEST REGION/LIMA SUBDIVISION

DRAWN BY	SHT	M.P. LOC	103.22	SCALE	1"=20'
CHECKED BY	MJP	VAL MAP	V62805	DATE	02/06/13
FILE NO	523457P.H03	DWG NO	523457P.DGN		

FOR REFERENCE ONLY - PRELIMINARY
ACTUAL CONDITIONS & DESIGN PARAMETERS ARE
NOT YET APPROVED
RESPONSIBILITY OF THE DESIGNER / BUREAU OF VENDOR

REV. 05-14-13



IN THE MATTER OF THE REHABILITATION
OF WEST MAIN STREET ACROSS THE
TRACK OF THE CHICAGO, FORT WAYNE &
EASTERN RAILROAD IN THE CITY OF VAN
WERT, VAN WERT COUNTY, OHIO.

AGREEMENT NO.: 24784
PID: 89345

AGREEMENT

THIS AGREEMENT, made this 24 day of Sept., 2012 between the State of Ohio, acting by and through the Director of Transportation of the State of Ohio, as First Party, hereinafter referred to as the STATE; the City of Van Wert, as Second Party, hereinafter referred to as the CITY, and the Chicago, Fort Wayne & Eastern Railroad, a division of Central Railroad Company of Indianapolis, as Third Party, hereinafter referred to as the COMPANY.

WITNESSETH:

WHEREAS, West Main Street crosses the track of the COMPANY by means of an at-grade crossing at milepost 103.22 (AARDOT #523457P) in the city of Van Wert, Van Wert County, and

WHEREAS, the STATE and the CITY propose to rehabilitate West Main Street, which will include removal and replacement of concrete curbs and sidewalks; renewal and replacement of the roadway surface; removal and replacement of the existing warning devices; and installation of new drainage structures and piping; and realign Jackson Street, which will result in closure of the COMPANY grade crossing at Jackson Street (AARDOT #523458W) at Milepost 103.21.

WHEREAS, the STATE and the CITY propose to rehabilitate the West Main Street roadway as herein described adjacent to and across the track of the COMPANY at the points hereinbefore mentioned. Said work thereto are hereinafter referred to as the PROJECT; and

WHEREAS, one COMPANY grade crossing at Jackson Street (AARDOT #523458W), protected by crossbucks only, will be eliminated as a result of the proposed construction; and

WHEREAS, under such conditions, Chapter 5523 of the Revised Code of Ohio and other grade crossing elimination laws of the State of Ohio do not apply to the PROJECT herein considered; and

WHEREAS, the Director of Transportation of the State of Ohio is empowered generally by Chapter 5501 of the Revised Code of Ohio to carry forward highway improvements of the type herein contemplated; and

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio have become effective, providing funds for the construction costs of projects such as is contemplated herein; and

WHEREAS, it is desired by the parties hereto to carry out and accomplish the rehabilitation of the roadway up to and over the tracks of the COMPANY at the points hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively, and the proportion of costs and expenses to be paid by each of said parties, and the mode and time of payment therefore.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1

The plans of the STATE for the said improvement are identified by title as follows:

"State of Ohio, Department of Transportation, VAN-West Main Street, City of Van Wert, Pleasant Township, Van Wert County".

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

SECTION 2

The work to be done under this agreement and shown on the plans described under SECTION 1 of this agreement consists of the rehabilitation of West Main Street adjacent to and across the tracks of the COMPANY at the referenced milepost location.

Said work will consist of the removal and replacement of concrete curbs and sidewalks; removal and replacement of the roadway surface; removal of the Jackson Street at-grade crossing and passive at-grade warning devices, and installation of new warning devices and crossing surfaces at the W. Main Street at-grade crossing.

It is understood that temporary minimum construction clearances of 22'-0" vertically from the top of rail and 14'-0" from centerline of track horizontally will be permitted by the COMPANY for the duration of necessary construction of the PROJECT.

The construction of the highway, and the necessary earth work including grading, draining and paving of the highway, the sodding, seeding and planting of slopes, the construction of highway guard rails, the settlement of claims for property purchased, appropriated or damaged by such construction, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated, shall be considered as necessary items to be included as part of this improvement.

SECTION 3

Responsibility for the several necessary items of work shall be as follows:

- a. The following items shall be let in contract by the STATE after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:
 1. Removal and replacement of the existing West Main Street roadway; removal and replacement of concrete curbs and gutters; removal and replacement of concrete sidewalks.
 2. Removal of that portion of existing roadway on Jackson Street and W. Main Street within the COMPANY Right-of-Way up to the edge of tie on both sides of the track.

3. Installation of new roadway, curbs, gutters and sidewalks within the COMPANY Right-of-Way at the W. Main Street up to the edge of the new crossing surface on both sides of the track.
- b. The following items shall be done or caused to be done by the COMPANY with its own forces, at PROJECT expense, subject to the provisions of this agreement.
 1. Provision of flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operations as may be necessary in connection with the work performed by the COMPANY's forces.
 2. Removal of the existing crossbucks and grade crossing surface at the Jackson Street crossing.
 3. Removal and replacement of the existing warning devices and crossing surface at W. Main St. Work by the COMPANY will include paving between the rails of the track.

SECTION 4

Any work not specifically provided for in SECTION 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Federal Highway Administration as then in effect.

SECTION 5

All work to be done by the COMPANY under the provisions of this agreement shall be done in accordance with the plans described in SECTION 1, together with such other plans and specifications, detailed and supplementary thereto, as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of this agreement and in accordance with good engineering practice. All work to be done by the STATE shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Transportation in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

The STATE will require its contractor to use Railroad protective personnel to protect railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set forth in the "Special Clauses in the Proposal" and which are included in this agreement by reference.

The COMPANY agrees to furnish the STATE's contractor at PROJECT expense, and the STATE shall require its contractor to use, such flag men, watchmen or other protective services and devices, other than engineering personnel, as in the opinion of the COMPANY are required to promote the safety and insure continuity of railroad traffic during the contractor's operations.

The COMPANY agrees to bill the STATE as a part of its regular force account work the actual cost for such protective services and devices, including the actual rate of pay, plus the amount paid for overtime, insurance, railroad retirement, vacation allowance, holidays, health and welfare, transportation, deadhead and turn around time, accounting and billing.

The STATE agrees to reimburse the COMPANY for said protective services and devices as a part of its regular force account work as set forth in this agreement.

SECTION 6

The STATE shall have general charge of the engineering work on the PROJECT, but the COMPANY shall provide such engineering services as the STATE may require. Nothing herein shall deny the COMPANY the right to place inspectors on work being done on its property or facilities.

All engineering and related inspection costs incurred by the COMPANY subsequent to the award of a construction contract by the STATE may be charged against the PROJECT under the terms of Engineering Agreement #24783 previously executed between the STATE and the COMPANY.

SECTION 7

The STATE shall require its contractor at all times to use all reasonable care and diligence and to cooperate with the officials of the COMPANY in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of the COMPANY.

Any of the COMPANY's equipment, such as work trains, locomotive cranes, cars or other rolling stock used on the work by the STATE's contractor in carrying out his contract shall not be chargeable to the parties hereto, but the STATE shall require the contractor to bear the cost of the rental of such equipment as part of the contract price for the work.

If at any time the STATE's contractor requires a temporary crossing over the COMPANY's tracks, the STATE shall require said contractor to arrange with the COMPANY for such crossing.

SECTION 8

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the STATE and expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal-Aid Project, and the STATE shall reimburse the COMPANY for construction costs and for preliminary and construction engineering costs in accordance with Federal-Aid Policy Guide 140(I) of the Federal Highway Administration or any subsequent amendments thereto, in such amounts and forms as are proper and eligible for payment from Federal-Aid highway funds.

The COMPANY shall render its billings to the STATE in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records of and substantiating data for such costs as may be necessary.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the STATE, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall, with the exception of the obligations set forth in the following sentence, become null and void.

The STATE shall reimburse the COMPANY for all costs and expenses incurred by it at the request of the STATE, on account of the PROJECT prior to such cancellation, and shall restore the COMPANY's property to the condition existing prior to the initiation of the PROJECT construction.

SECTION 9

The COMPANY may bill the STATE monthly or periodically for its force account when costs exceed \$1,000. Progressive invoices may be submitted for work done during the previous month or period showing the portion of estimated cost completed. A final bill covering actual cost of work and showing all details shall be submitted to the STATE within ninety (90) days after completion of said work. The STATE shall pay all bills that have been approved within sixty (60) days after receipt thereof.

Final payment for all amounts due the COMPANY shall be paid by the STATE within sixty (60) days after the final audit has been made and approved.

SECTION 10

The CITY shall acquire or settle all property, property rights and all damages to property affected by the PROJECT. The cost of said property, property rights and damages to property shall be included as a part of the PROJECT expense.

The COMPANY, insofar as it has the legal right so to do, shall permit the STATE, CITY and/or its contractor to enter upon lands owned or operated by the COMPANY to construct and occupy said areas across its property with sufficient width to permit construction and maintenance of the referenced PROJECT. The CITY and COMPANY shall enter into good faith negotiations for a price to be consistent with the property interest determined by the Director of Transportation to be needed for the proposed improvement.

However, the price to be paid by the CITY to the COMPANY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by the STATE, CITY or its' contractor; and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, the CITY will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this agreement shall survive the institution of such eminent domain proceeding.

The STATE shall furnish the plans and descriptions for any such conveyance. It is understood however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate the COMPANY to convey any interest in its land.

In case any action involving said improvement is brought by or against any party hereto, said party shall promptly notify the other parties of the pendency of such action.

SECTION 11

The STATE shall require of its contractor a bond, conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the STATE and the CITY, and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Railroad Protective Liability Insurance from an insurance company authorized to do business in the State of Ohio, to protect the COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, such policy of insurance to provide for a single limit in the amount of \$5,000,000.00 per occurrence and subject to that limit, an aggregate in the amount of \$10,000,000.00 for each annual period for all damages arising out of bodily injuries to or death of one or more persons and out of injury to or destruction of property including such property in the care, custody and control of the COMPANY.

The above insurance provisions are more specifically set forth in the "Special Clauses in the Proposal" which are included in this agreement by reference.

SECTION 12

The work provided for in this agreement shall be commenced by the parties hereto within thirty (30) days from the latter of the following: (1) the date on which this agreement becomes effective, (2) the date on which the COMPANY has been notified by the STATE to proceed or (3) the date on which all funds necessary therefore on the part of the STATE have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

All obligations of the STATE provided for in this agreement which require the expenditure of funds by the STATE shall terminate at the end of the present biennium, being June 30, 2013. If construction covered under said agreement is not complete by June 30, 2013, it is the expressed intention of the parties to renew said obligations for one successive biennium period; with the renewal period beginning July 1, 2013 and ending no later than June 30, 2015; until such time as construction covered under said agreement is complete. Said renewal is conditioned upon the STATE determining future appropriations will permit the STATE to renew said obligations.

All financial obligations of the STATE as provided for in this agreement are subject to the provisions of Section 126.07 of the Ohio Revised Code.

SECTION 13

Upon completion of the PROJECT herein contemplated the CITY shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of all highway facilities constructed or changed under the terms of this agreement.

Upon completion of the PROJECT herein contemplated the COMPANY shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the new at-grade warning devices and at-grade surface crossings and approaches within the COMPANY's Right-of-Way at the W. Main Street crossing constructed or changed under the terms of this agreement.

SECTION 14

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 STATE, the CITY and COMPANY and the successors and assigns of the COMPANY.

SECTION 15

The Federal Highway Administration's Federal-Aid Policy Guide 646(B) classifies this PROJECT in Classification No. 2 resulting in no ascertainable benefits to the COMPANY. The Parties signatory to this agreement accepts this classification as applicable in this instance. The COMPANY's contribution shall be zero dollars.

SECTION 16

The COMPANY agrees to adhere to the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code. O.R.C. Section 102.04(A) prohibits a state official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding application, or other matter before any state agency. O.R.C. Section 102.04(B) prohibits state officials and employees from selling goods or services to state agencies, except by competitive bidding.

It is understood by the parties that non-elected state officials and employees may qualify for an exemption under Section 102.04(D), if (1) the agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and, (2) prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business. The statement must include a declaration that the non-elected state official or employee disqualifies himself for a period of two years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.

It is expressly understood and agreed to by the parties that a failure by the COMPANY to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the STATE, a breach of material condition of this agreement and the STATE may, if it so elects, void this agreement.

SECTION 17

In carrying out this contract, the COMPANY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status.

The COMPANY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status.

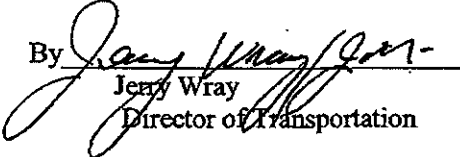
Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

SECTION 18

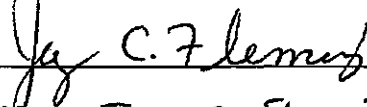
COMPANY agrees to comply with all applicable state and federal laws regarding drug-free workplace. COMPANY shall make a good faith effort to ensure that all COMPANY employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in duplicate as of the day and year first above written.

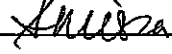
THE STATE OF OHIO

By 
Jerry Wray
Director of Transportation

THE CITY OF VAN WERT

By 
Print Name Jay C. Fleming
Title SSD

**CHICAGO, FORT WAYNE & EASTERN
RAILROAD COMPANY A DIVISION OF CENTRAL
RAILROAD COMPANY OF INDIANAPOLIS**

By 
Print Name SACHI MISHRA
Title VP

**VAN WERT COUNTY
VAN – W. MAIN STREET; PID 89345
CHICAGO, FORT WAYNE & EASTERN MP 103.22
AARDOT #523457P**

SPECIAL CLAUSES IN THE PROPOSAL

The bidder, if awarded the contract for this improvement agrees:

1. To cooperate at all times with the local officials of the railroad company.
2. To use all reasonable care and diligence in the work in order to avoid accidents, damage or unnecessary delay to, or interference with the trains and other property of the railroad company.
3. To conduct its work in a manner satisfactory to the Chief Engineer of the railroad company or his authorized representative, to perform its work in such manner and at such time as not to unnecessarily interfere with the movements of trains or railroad traffic, and to hold its work open to inspection of railroad company inspectors.
4. To cooperate with any public utility, railroad or other organizations having occasion to do work on or in connection with the improvement.
5. To avoid unnecessary use of railroad property without written permission of the railroad company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the railroad company.
6. To execute a bond conditioned according to Section 5525.16 of the Revised Code of Ohio, in favor of the State of Ohio and further to carry insurance of the following kinds and amounts:
 - 1) Bidder shall furnish evidence to the highway department that, with respect to the operations it or any of its sub-contractors perform, maintenance of Commercial General Liability Insurance covering Bodily Injury and Property Damage in an amount of at least \$5,000,000 per occurrence/\$10,000,000 annual aggregate. Said policy will name Chicago, Fort Wayne & Eastern Railroad, RailAmerica, Inc. and its affiliates as additional insureds ("Additional Insureds"). The policy will also include endorsement GL 24 17, Contractual Liability Railroads, or its equivalent.
 - 2) Bidder shall furnish evidence to the highway department that, with respect to the operations it or any of its sub-contractors perform enrollment with Ohio Bureau of Workers Compensation and available workers compensation coverage of at least \$1 million per accident/injury/illness.

- 3) Bidder shall furnish evidence to the highway department that, with respect to the operations it or any of its sub-contractors perform, provide evidence of Business Auto Liability insurance with coverage of at least \$1 million combined single limit.
- 4) Contractor must submit its original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Ms. Kristine N. Storm
Asst. Vice President - Purchasing
RailAmerica, Inc.
7411 Fullerton Street
Jacksonville, FL. 32256
Phone: 904-538-6090
FAX: 904-256-0447
Email: kristineE.storm@railamerica.com

a) **Railroad Protective Liability Insurance.**

Bidder shall furnish evidence to the highway department that, with respect to the operations it or any of its sub-contractors perform, it has provided for and in behalf of the Chicago, Fort Wayne & Eastern Railroad, in the amount of \$5,000,000 per occurrence and subject to that limit per occurrence, an aggregate limit in the amount of \$10,000,000 for each annual period.

The above railroad protective policy of insurance shall conform to the Railroad Liability requirements prescribed by the Federal Highway Administration in Federal-Aid Policy Guide 23 CFR 646A as amended.

The corporate name and address of the "Named Insured" as listed on the policy shall be as follows:

Chicago, Fort Wayne and Eastern Railroad
3010 E. Pontiac Street
Ft. Wayne, IN. 46803

&

RailAmerica, Inc.
7411 Fullerton St.
Jacksonville, FL. 32256

Common Policy Conditions form

Any other endorsement/form not specifically authorized above.

The number of trains operating through the improvement is estimated to be:

0 Passenger trains per day @ _____ miles per hour.

2 Freight trains per day @ 10 miles per hour.

(b) General Insurance Requirements

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Ohio, and shall be taken out before execution of the Contract by the Director and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State. Such policies shall include thirty (30) days canceling notice. The cost of insurance hereinbefore specified in subsection (a) will be a specific bid item.

Notwithstanding the Department's Construction and Material Specification No. 107.12 "Evidence" as above set forth shall consist of furnishing the Director of Transportation three (3) certified copies of the railroad policy.

7. To indemnify, defend, and hold Chicago, Fort Wayne & Eastern Railroad, RailAmerica and its affiliates (collectively, "Railroad") harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of Railroad, the State or the Contractor), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of Railroad, the State or the Contractor, and environmental damages and any related remediation brought or recovered against Railroad), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractor, the State, and their respective agents, employees, invitees, contractors, or its contractor's agents, employees or invitees in the performance of work in connection with the project or activities incidental thereto, or from their presence on or about Railroad's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required in paragraph 6 above
8. The railroad company shall assign, at the sole cost and expense of the Department, railroad flaggers or other protective services and devices as necessary to insure the safety and continuity of the work to be performed as a part of this contract.

Said services and devices shall be provided when necessary, as determined by the railroad company, because of any of the Contractor's operations over, under or adjacent to tracks over which trains are operating.

The provision of such protective personnel and devices does not relieve the Contractor from the liability of payment for damage caused by his operations.

Such protection shall be required when workers or equipment are working within clearance limits of 25 feet of a rail or when work being performed adjacent to operating tracks may present hazards to tracks, train operation, or when equipment does or may infringe upon such limits.

The Contractor will not be permitted to operate any of his own equipment on railroad tracks except under an acceptable arrangement with the railroad company. Such equipment and the operation of such equipment, or equipment rented from the railroad company, shall be arranged for by the Contractor with the railroad and the cost for its use, including protection of railroad traffic, shall be borne by the Contractor.

The Contractor shall notify the following named individual for the railroad company at least 30 days, or as directed by the authorized representative of the Railroad, in advance of starting any work which might require protection:

Chicago, Fort Wayne & Eastern Railroad
Mr. Brady Peters
3010 E. Pontiac Street
Ft. Wayne, IN. 46803
Telephone: (513) 218-9058

The Contractor shall notify the railroad at least 5 working days in advance of suspending or ceasing operations that require a flagger.

Railroad protective personnel assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first working day that protective services begin and on the last day that he performs such services. This will be required for each separate period that such services are provided. The Engineer will document such notification in the project diary.

The Contractor will be responsible for protective services provided at his request and not utilized due, in the opinion of the Engineer, to a change in the Contractor's construction schedule or if it is determined by the Engineer that the requested services were not necessary. The actual costs for such protective services so assessed to the Contractor will be deducted from the Contract.

The decision of the Director of Transportation shall be final in the event of controversy as to the necessity for any protection services provided and not utilized by the Contractor as described in the preceding paragraph.

9. To pay the railroad or owning company for any changes, requested for his convenience, to railroad property, facilities, wire, fiber optic and/or pipe lines other than shown on the plans for the project.
10. If at any time the contractor desires a temporary crossing of the railroad's tracks, he shall make a request for a temporary crossing from the railroad company. If approved, he shall arrange with the railroad company, execute its regular form of private grade crossing agreement covering the crossing desired, paying all construction, maintenance, removal, protection and other costs.
11. Methods and procedures for performing work on property of **Chicago, Fort Wayne & Eastern Railroad** must be approved by:

Mr. Brady Peters
3010 E. Pontiac Street
Ft. Wayne, IN. 46803
Telephone: (513) 218-9058

End of Special Clauses