

Docket No. 1697

**RAILROAD AGREEMENT**

Key No. 19043

**RAIL-HIGHWAY CROSSINGS PROJECT**

**Project Name: NE 244<sup>th</sup> Avenue Rail Crossing Safety Project**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting through its Department of Transportation, Rail Division, hereinafter referred to as "State," and the UNION PACIFIC RAILROAD COMPANY, hereinafter referred to as "Company," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 824.200 to ORS 824.256, State may enter into agreements with railroad companies for the construction, alteration, closure, protection, or improvement of railroad-highway crossings with an allocation of costs on terms and conditions within legal and regulatory constraints and mutually agreeable to the contracting Parties.

**NOW, THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. State and Company agree to alter the highway-railroad crossing at NE 244<sup>th</sup> Avenue, Multnomah County, Crossing No. 2A-014.40, hereinafter referred to as "Project." Project description and scope of work are described in Department Order No. 51017, marked Exhibit A, and in Company's estimate of costs, marked as Exhibit C, attached hereto and by this reference made a part hereof. The total cost estimated by Company for work to be performed by or at the direction of Company on Project is \$231,809.
2. Project shall be conducted as part of the Highway-Railroad Crossings Program under Title 23, United States Code. State shall be responsible for the match of federal funds. Company shall be responsible for costs of any railroad portion of the Project which is not covered by state or federal funds. The scope of the work on this Project as described herein is eligible for federal funding. Company shall be responsible for costs of any railroad construction, alteration, closure, protection, or improvement Company chooses to make that are outside the scope of work determined for the Project.
3. The term of this Agreement is from the date all required signatures are obtained and shall terminate upon final inspection and payment of all invoices, or ten (10) calendar years following the date all required signatures are obtained, whichever occurs first, unless extended by a fully executed amendment. General Provisions, Paragraph 2 shall survive any termination of this Agreement.

### STATE OBLIGATIONS

1. State shall submit a program to the Federal Highway Administration (FHWA) with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocation, construction, and other necessary work for the Project. **NO WORK SHALL PROCEED ON ANY ACTIVITY IN WHICH FEDERAL-AID PARTICIPATION IS DESIRED UNTIL SUCH WRITTEN APPROVAL HAS BEEN OBTAINED.** The program shall include services to be provided by State, Company, and others. State shall notify Company in writing when authorization to proceed has been received from the FHWA.
2. Upon receiving invoice from Company, State shall reimburse Company on the basis of actual costs incurred by Company in connection with the construction, alteration, closure, protection, or improvement of said Project. At the time of signing this Agreement, Company estimates total actual costs to be \$231,809. State shall not be responsible for any costs not covered by FHWA .
3. State hereby agrees to the terms as set forth in this Agreement and agrees to pay the amount described in Terms of Agreement, Paragraph 2 above, provided that this Agreement may be modified or terminated at any time by mutual written amendment.
4. All invoices must be submitted to:  
  
Glen Kirkpatrick  
Oregon Department of Transportation  
Mill Creek Office Park  
555 13<sup>th</sup> St NE  
Salem, OR 97301-4178
5. State's Project Manager for this Project is Glen Kirkpatrick, phone: 503-986-4097, email: glen.e.kirkpatrick@state.odot.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

### COMPANY OBLIGATIONS

1. It is understood that the State shall reimburse Company on the basis of actual costs incurred by Company in connection with the construction of said Project. The cost of work as shown above is an estimate only. Company shall present properly certified invoices for 100 percent of actual costs incurred by Company on behalf of Project directly to State's Rail Division for payment. Such invoices shall be in a form acceptable to State and documented in such a manner as to be easily verified. Invoices shall be presented for periods of not less than one (1) month duration and be based on actual costs to date. Company's actual costs eligible for federal-aid participation shall be those allowable under the provisions of 23 CFR, Parts 140 and 646. A final invoice, containing an itemization of all Project costs incurred and claimed, shall be submitted to State within six (6) months from date that final costs were incurred.

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2. The construction, alteration, closure, protection, or improvement cost, as between Company and State, is apportioned by federal Law. The total cost of maintenance of all automatic grade crossing devices shall be the responsibility of the Company.
3. Company agrees that, should it cause the Project to be canceled or terminated for any reason prior to its completion, Company shall reimburse State for any costs that have been incurred by State on behalf of Project.
4. It is expressly agreed that all persons engaged in this work are employees of Company, its contractors or their subcontractors, and that none are employees of the State.
5. Company agrees to provide and furnish all necessary labor, materials, tools, and equipment required to perform said work, to prosecute same diligently to completion, and to receive and accept as full compensation therefore the payment provided for herein.
6. Company will perform all of the work under this Agreement with its own forces and/or existing continuing contracts, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of the Federal Aid Policy Guide, 23 CFR 140 Subpart I and 23 CFR 646 Subparts A and B. If this work is to be done by a contractor paid under a contract let by the Company (other than existing continuing contracts), prior written approval must be obtained from the State. Subcontracts between Company and subcontractors may be examined by State prior to State issuing written approval. Costs of "for profit" subcontractors are subject to Title 48, Code of Federal Regulations.
7. Company shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities which arise during the construction of the Project improvements to the extent caused by Company's negligence.
8. Notwithstanding the foregoing defense obligations under the paragraph above, neither Company nor any attorney engaged by Company shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Company is prohibited from defending the State of Oregon, or that Company is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Company if the State of Oregon elects to assume its own defense.

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9. Company's Project Manager for this Project is Terrel Anderson, Manager, Industry & Public Projects, Union Pacific Railroad, 9451 Atkinson St., Roseville, CA 95747, 916-390-3693, TAANDERS@UP.COM, or assigned designee upon individual's absence. Company shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

1. State and Company agree that, under the current provisions of 23 CFR, Part 646, there is no ascertainable net benefit to the Company and there shall be no contribution by the Company for the work performed under this Agreement. State, Company, and all contractors and their subcontractors shall be required to comply with all applicable federal and state laws, rules and regulations, together with all applicable local ordinances, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including without limitation, those regarding worker's compensation, minimum and maximum salaries and wages, nondiscrimination, and licensing. When required, the Company will furnish the State with satisfactory proof of compliance therewith.
2. Cost records and accounts pertaining to the work covered by this Agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following receipt of final payment by Company. Copies or originals, at the State's or FHWA's discretion, of such records and accounts shall be made available upon request.
3. Exhibit B, attached hereto and by this reference made a part of this Agreement, contain the federal provisions that are hereby certified to by Company's representative. The current provisions of Title 23 CFR including, but not limited to, Part 140, Subpart I, and Part 646, Subpart B, shall apply to the work to be done under this Agreement, and said provisions are hereby incorporated by reference and made a part of this Agreement.
4. This Agreement may be terminated by written consent of both Parties. State may unilaterally terminate this Agreement effective upon delivery of written notice to Company, or at such later date as may be established by State, under any of the following conditions:
  - a. If Company fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Company fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
7. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that of any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #19043) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

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**UNION PACIFIC RAILROAD COMPANY,**  
by and through its officials

By John Thomas

Title AVP ENGINEERING

Date 12-3-13

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Approved as to form  
Company Counsel

Date 12/17/2013  
*Harman E. Herck*  
Assistant Vice President

**Company Contact:**

Terrel Anderson  
Union Pacific Railroad Company  
9451 Atkinson Street  
Roseville, CA 95747  
(916) 390-3693  
TAANDERS@UP.COM

**STATE OF OREGON,** by and through  
its Department of Transportation

By D. L. Co

Rail Division Administrator

Date 17 Dec 2013

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By David B. Hutton

Assistant Attorney General

Date 12/17/2013

**State Contact:**

Glen Kirkpatrick  
ODOT Rail Division  
Mill Creek Office Park  
555 13<sup>th</sup> Street NE  
Salem, OR 97301  
(503) 986-4097  
Glen.e.kirkpatrick@state.odot.or.us

ORDER NO. 51017

ENTERED August 8, 2013

ODOT CROSSING NO. 2A-014.40  
U.S. DOT NO. 809182D

**EXHIBIT A**

**BEFORE THE OREGON DEPARTMENT  
OF TRANSPORTATION**

**RX 1697**

In the Matter of the Investigation on the Departments )  
Own Motion of the Highway-Rail Grade Crossing at NE )  
244<sup>th</sup> Avenue (County Farm Road) and Union Pacific )  
Railroad Company (UPRR), a Delaware Corporation, )  
Portland Subdivision, at Wood Village, Multnomah )  
County, Oregon. )

**ORDER**

In the furtherance of its duties in the administration of ORS 824.206, Rail Division staff has investigated the adequacy of the safety at the subject grade crossing. The affected railroad is UPRR. The public authority in interest is Multnomah County.

A diagnostic team reviewed the crossing site on June 6, 2012. The team consisted of representatives from UPRR, Multnomah County, and ODOT Rail Division. The diagnostic team reached agreement regarding the proposed safety improvements at the crossing. Based upon that agreement, by e-mail dated June 12, 2013, staff served a Proposed Order (PO) and its Appendix for all parties to review and acknowledge their agreement with its terms. No objections to the terms of the PO were received from any party.

All parties in this matter have agreed that the proposed crossing alterations are required by the public safety, necessity, convenience and general welfare. Therefore, under ORS 824.214, the Department may enter this Order without hearing.

The Appendix to this Order depicts the crossing vicinity of NE 244<sup>th</sup> (County Farm Road), including the alignment of the roadway and track at the crossing. It also illustrates the scope of proposed work at the crossing. The track intersects the roadway at an angle of ~102 degrees. The crossing is equipped with train activated flashing-light signals. The average daily traffic volume is approximately 1,500 vehicles at the crossing. The average speed of vehicles is approximately 40 miles per hour (mph). There is a daily average of 24 freight trains over the crossing. The maximum authorized speed on this track is 60 mph.

It is proposed that new flashing-light signals and automatic gates be installed at the crossing. The automatic signals will be installed to accommodate the roadway configuration depicted in the Appendix to this Order. It is further proposed that the crossing upgrade will include an additional set of flashing-light signals directed at the Willamette Grey Stone Driveway and urban guardrail around the protective devices as depicted in the Appendix to this Order.

From the foregoing, the Department finds that the proposed crossing alterations are required by the public safety, necessity, convenience and general welfare, and that it is appropriate to authorize expenditure of federal funds, as set forth in ORS 824.240(3) and 824.250, in the amount agreed upon by the parties.

IT IS THEREFORE ORDERED that:

1. The authority to alter the crossing is granted. All alterations shall be substantially in progress within **18 months** from the date of approval of federal construction-engineering funds for this project. No authority to establish a Quiet Zone is granted by this Order.
2. Multnomah County shall:
  - a. Subject to reimbursement as set forth below, construct that portion of the crossing lying outside lines drawn perpendicular to the end of ties to accommodate the roadway configuration depicted in the Appendix to this Order. The roadway approaches shall comply with OAR 741-120-0020.
  - b. Subject to reimbursement as set forth below, furnish and install guardrail adjacent to the ordered automatic signals at the crossing, as depicted in the Appendix to this Order. The guardrails shall be installed according to ODOT Drawing No. RD 445 (urban installation), and located according to OAR 741-110-0040 (7).
  - c. Subject to reimbursement as set forth below, furnish and install two stop clearance lines at the crossing as depicted in the Appendix to this Order, located according to OAR 741-110-0040 (4).
  - d. Maintain the existing advance warning signs, advance warning pavement markings, the ordered stop clearance lines, urban guardrail, and that portion of the crossing lying outside lines drawn perpendicular to the end of ties at the crossing, and bear all the costs.
3. UPRR shall:
  - a. Subject to reimbursement as set forth below, reconstruct that portion of the crossing lying between lines drawn perpendicular to the end of ties at the crossing to accommodate the roadway configuration depicted in the Appendix to this Order.
  - b. Subject to reimbursement as set forth below, furnish and install crossing surfacing material to accommodate the roadway configuration depicted in the Appendix to this Order.
  - c. Subject to reimbursement as set forth below, furnish and install two new flashing-light signals, and two automatic gates at the crossing. The signals shall be located as depicted in the Appendix to this Order and activated according to OAR 741-110-0070.
  - d. Subject to reimbursement as set forth below, furnish and install an additional set of flashing-lights on the signal mast in the NW quadrant of the crossing. The additional lights shall be directed at the driveway in the NW quadrant of the crossing as depicted in the Appendix to this Order.
  - e. Maintain the ordered automatic signals and circuitry, that portion of the crossing lying between lines drawn perpendicular to the end of ties at the crossing, and bear all the costs.

ORDER NO. 51017

- f. Notify the Rail Division of the Department in writing or by facsimile transmission not less than five working days prior to the date that the ordered automatic signals will be activated and placed in service.
4. Using MAP 21 federal funds, the Department shall bear 100 percent of the cost of work items listed in paragraphs 2.a., 2.b., 2.c., 3.a., 3.b, 3.c., and 3.d., above.
5. Each party shall notify the Rail Division of the Department in writing upon completion of its portion of the project.
6. Upon completion of the ordered reimbursable work, UPRR and Multnomah County, shall present claims for reimbursement for Department approval.

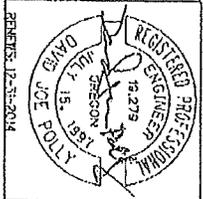
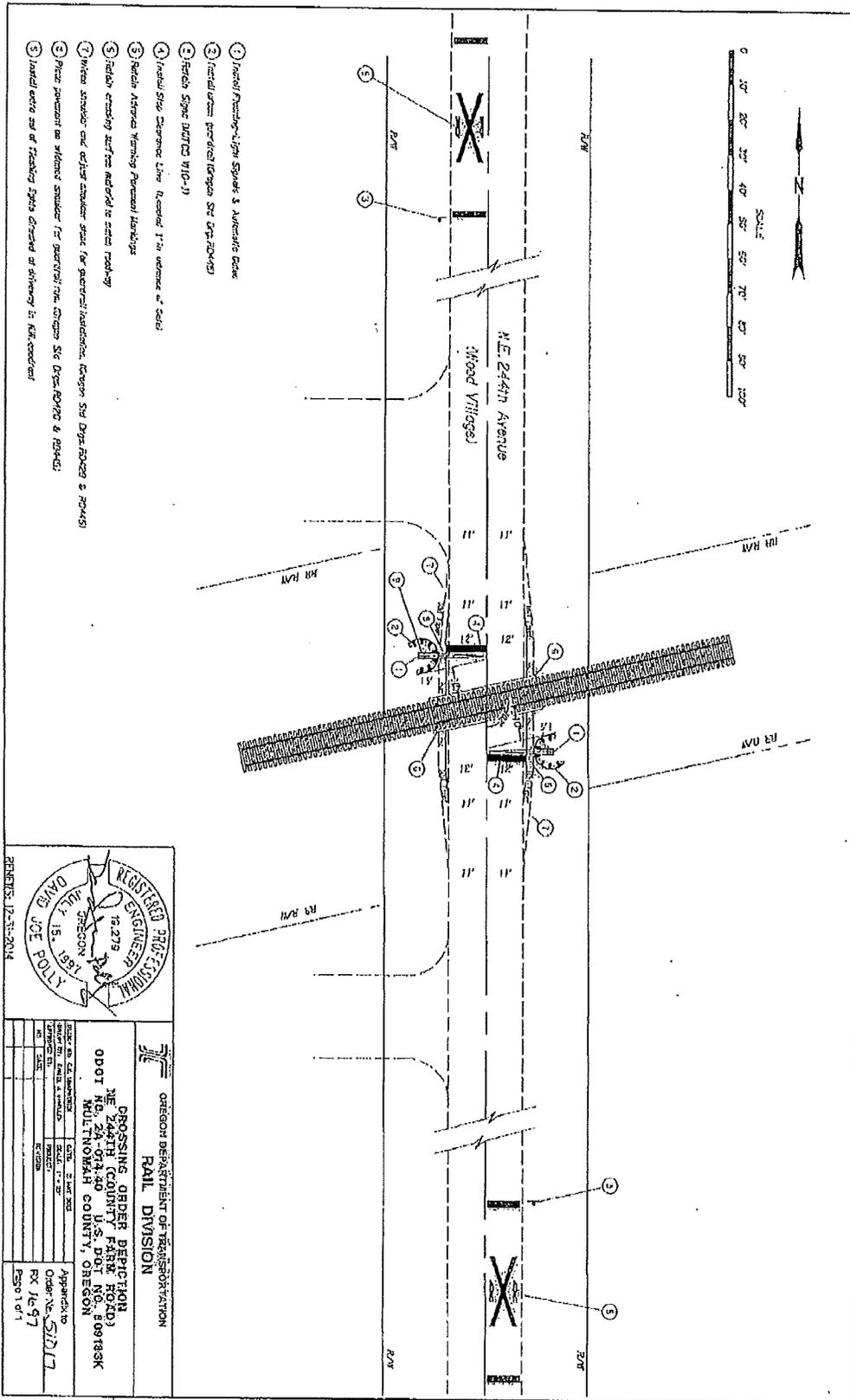
All previous Orders of the Public Utility Commission or the Department pertaining to this crossing, not in conflict with this Order, remain in full effect.

Made, entered, and effective

8 August 2013

H. A. Gard

H. A. (Hal) Gard  
Rail and Public Transit Division Administrator



OREGON DEPARTMENT OF TRANSPORTATION <b>RAIL DIVISION</b>	
<b>CROSSING ORDER DEPT. 1001</b> NE 244th Avenue (County Park Road) Multnomah County, Oregon Order No. 57217	
PROJECT NO. 2004-001 DRAWING NO. 2004-001-001 DATE: 12/15/04 BY: JPP CHECKED: JPP APPROVED: JPP	Appendix to Order No. 57217 Page 1 of 1

## EXHIBIT B

### Nondiscrimination

During the performance of this Agreement, Company, its assignees and successors in interest, hereinafter referred to as Company, agrees as follows:

A. Compliance with Regulations. Company agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Company shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement. Company, with regard to the work performed after award and prior to completion of the Agreement work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Company shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

B. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Company for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Company of Company's obligations under this Agreement and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

C. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Agreement, Company agrees as follows:

- (1) Company will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. 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. Company agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- (2) Company will, in all solicitations of advertisements for employees placed by or on behalf of Company, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

D. Information and Reports. Company will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of Company's noncompliance with the nondiscrimination provisions of the Agreement, State shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Company under the Agreement until Company complies; and/or
- (2) Cancellation, termination, or suspension of the Agreement in whole or in part.

Exhibit B  
Railroad Agreement  
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F. Incorporation of Provisions. Company will include the provisions of paragraphs A through F of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Company will take such action with respect to any subcontractor or procurement as State or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier; as a result of such direction, State may, at its options, enter into such litigation to protect the interests of the State, and, in addition, Company may request State to enter into such litigation to protect the interests of the State of Oregon.

Disadvantaged Business Enterprise (DBE) Policy

In accordance with Title 49, Code of Federal Regulations, Part 26, or as may be amended (49 CFR 26), Company shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

**DBE POLICY STATEMENT**

**DBE Policy.** It is the policy of the Oregon Department of Transportation (ODOT) that Disadvantaged business Enterprises as defined in 49 CFR 26 shall have the maximum opportunity to participate in the performance of Agreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR 26 apply to this Agreement.

**DBE Obligations.** Company agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the maximum opportunity to participate in the performance of Agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Company shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Agreements. Companies shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally assisted Agreements.

The DBE Policy Statement shall be included in all subcontracts entered into under this Agreement.

**Records and Reports.** Company shall provide monthly documentation to State that it is subcontracting with or purchasing materials from the DBEs identified to meet Agreement goals. Company shall notify State and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Agreement, Company must demonstrate to State Affirmative Action steps were taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to State.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the State.

**DBE Definition.** Only firms certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

**COMPANY'S DBE AGREEMENT GOAL  
DBE GOAL 0 %**

By signing this Agreement, company assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal for this project as required by ORS 200.045.

**LOBBYING RESTRICTIONS**

Company certifies by signing this Agreement that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of any Federal agency a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Company shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative Agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT C

DATE: 2013-1

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
 BY THE  
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS 2014-04-10

DESCRIPTION OF WORK:  
 INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS  
 WITH GATES AT TROUTDALE, OR, 244TH AVH. H.P. 14,44  
 ON THE PORTLAND SUB. DOT #009102D  
 WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:  
 SIGNAL - ODOT - 100%  
 ESTIMATED USING FEDERAL ADDITIVES - 109,54%

PID: 85067 AWO: 21030 HP, SUBDIV: 14.44, PORTLAND  
 SERVICE UNIT: 18 CITY: FAIRVIEW STATE: OR

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			3483		3483		3483
LABOR ADDITIVE 109.54%			9051		9051		9051
SIG-HRY XNG			4821		4821		4821
<b>TOTAL ENGINEERING</b>			<b>17355</b>		<b>17355</b>		<b>17355</b>
<b>SIGNAL WORK</b>							
BILL PREP			900		900		900
CONTRACT				5717	5717		5717
LABOR ADDITIVE 109.54%			38138		38138		38138
MATL. STORE EXPENSE				10	10		10
METER SERVICE			7000		7000		7000
PERSONAL EXPENSES			16500		16500		16500
RELOCATE POWER			45000		45000		45000
ROCK/GRAVEL/FILL				500	500		500
SIGNAL			33917	57171	91088		91088
TRANSF/ID/OD/ROCM CONTR				9591	9591		9591
ENVIRONMENTAL - PERMITS				10	10		10
<b>TOTAL SIGNAL</b>			<b>72955</b>	<b>141499</b>	<b>214454</b>		<b>214454</b>
<b>LABOR/MATERIAL EXPENSE</b>			<b>90310</b>	<b>141499</b>			
<b>RECOLLECTIBLE/UPRR EXPENSE</b>					<b>321809</b>	<b>0</b>	
<b>ESTIMATED PROJECT COST</b>							<b>231809</b>

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.