

AGREEMENT	98644
USDOTNO	379 594B
DATED	
S.P.	62-00205
FEDERAL PROJ.	RRS 6213(014)
FUNDS	Federal and City
Railroad Crossing Signals	
Located on: South Western Ave (M724) City of Saint Paul Ramsey County, Minnesota	
SOO LINE RAILROAD COMPANY d/b/a CANADIAN PACIFIC RAILWAY	

THIS AGREEMENT, made and entered into by and between the CITY OF SAINT PAUL, hereinafter called the "Local Agency"; the SOO LINE RAILROAD COMPANY d/b/a CANADIAN PACIFIC RAILWAY, hereinafter called the "Company"; and the COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA, hereinafter called the "State", WITNESSETH:

WHEREAS, the Federal Highway Administration, when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota; and

WHEREAS, the State, pursuant to Minnesota Statute Section 161.36, is authorized to cooperate with the United States Government in contracting for the construction, improvement and maintenance of roads and bridges not included in the trunk highway system which are financed in whole or in part by federal monies; and

WHEREAS, South Western Avenue (M724), as now established, crosses the track of the Company at grade in the City of Saint Paul, Ramsey County, Minnesota, the location of said crossing and railway track being shown on the print hereto attached, marked Exhibit "B"; and

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WHEREAS, the Local Agency and the Company desire that said grade crossing be provided with railroad flashing light signals with gates, constant warning circuitry and LED lenses, and the Company is willing to install, maintain and operate such signals upon the terms and conditions hereinafter stated; and

WHEREAS, the State, pursuant to Minnesota Statute Section 219.26, has reviewed the proposed selection of warning devices for the railroad grade crossing and has determined that the proposed selection is appropriate for said crossing.

NOW, THEN, IT IS AGREED:

1. EXHIBITS

The State of Minnesota, Department of Transportation, "Standard Clauses for Railroad-Highway Agreements", is attached hereto as Exhibit "A", and hereinafter referred to as "Standard Clauses". Except as hereinafter expressly modified, all of the terms and conditions set forth in the "Standard Clauses" are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth therein.

Exhibit "B", the location print; and Exhibit "C", the detailed cost estimate, are attached hereto and made a part of this agreement.

2. WORK PERFORMANCE AND TIME SCHEDULE

The Company shall furnish all material for and with its regularly employed forces install a complete railroad crossing signal system on South Western Avenue (M724), at the location indicated on Exhibit "B". The placement of the signals shall be in accordance with Part VIII of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). Detailed plans, specifications and the work to be done shall be subject to the approval of the Department of Transportation of the State of Minnesota.

If the Company determines that it is unable to perform all or a portion of the work with its own forces or equipment, it may contract the work only after notifying and receiving approval to proceed from the State. The selection of a contractor shall be subject to approval by the State prior to the awarding of the contract.

Work by the Company shall be prosecuted to be completed within 18 months after the date the Company is authorized to begin work. If the Company determines it is not possible to

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complete the work within the period herein specified, it shall make a written request to the State for an extension of time for completion, setting forth therein the reason for such extension.

The Daily Utility Report provided for in Article 7a of the Standard Clauses, Exhibit "A", shall not be required if the duration of the construction work is expected to last 10 working days or less.

3. COST ESTIMATE

The actual costs of the project herein contemplated, including preliminary engineering costs, are to be financed with Federal Funds and Local Agency Funds. The State and Local Agency will reimburse the Company as provided herein for only such items of work and expense as are proper and eligible for payment with Federal Funds. Only materials actually incorporated into the project will be eligible for Federal reimbursement.

The State's portion (reimbursable with Federal Funds) and the Local Agency's portion will be paid to the Company in accordance with Article 8 of the Standard Clauses, Exhibit "A".

It is understood that the following estimate is for informational purposes only. The estimated cost of the work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's agreements with such regularly employed forces is as follows and in further accordance with the detailed estimate, Exhibit "C".

Estimated Cost of Signals

90%	State Funds (reimbursable with federal funds)	\$216,911.69
10%	Local Agency Funds	\$24,101.30
	Total Estimated Cost of Signals	\$241,012.99
<hr/>		
	TOTAL ESTIMATED COST OF PROJECT	\$241,012.99

The State's total financial obligation shall not increase without its approval and the encumbrance of additional funds. The total obligation under this Agreement is limited to the total amount listed above as "Total Estimated Cost of Project." However, this obligation may be increased to 120 percent of the "Total Estimated Cost of Project" listed above if the Company performs work that is previously accepted in writing by the State and additional money was encumbered. The State reserves the right to not participate in project costs incurred without its prior consent. Notwithstanding any provision to the contrary, the State's and Local Agency's

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total financial obligation under this Agreement shall not exceed the "Total Estimated Cost of Project" plus 20 percent, of which the State shall pay 90 percent and the Local Agency shall pay 10 percent.

4. WORK CHANGES

In the event it is determined that a change from the statement of work to be performed by the Company, as outlined in the detailed estimate, Exhibit "C", is required, it shall be authorized only by an amendment to this agreement executed prior to the performance of the work involved in the change.

In the event it is found that the work has not changed from the said statement of work to be performed by the Company, but the estimated amount in this agreement is less than the actual cost of performing the work, then an increase in eligible reimbursement will be allowed to the extent of such actual cost without an amendment in accordance with Section 3 of this Agreement and Article 12 of the Standard Clauses, Exhibit "A".

5. MAINTENANCE

The grade crossing signal system provided for in this agreement shall be maintained and operated by the Company upon completion of its installation. The obligation to maintain said signal system shall continue in accordance with the law of the State as it shall be from time to time in the future.

6. FUTURE REMOVAL

The signal system provided for in this agreement shall not be removed unless there has been a determination by the State that said signal system is no longer required at this location. If the signal system is to be removed, the Company shall notify the State of their pending removal. Upon request of the State, the Company shall reinstall said signal system at some other crossing within the State on the Company's tracks. The location and division of cost of such relocation shall be agreed upon between the Company and the State prior to such removal.

In the event that either railway or highway improvements will necessitate a rearrangement of the signal system at said crossing, the party whose improvement causes said changes will bear the entire cost of the same without obligation to the other.

7. DETOURS AND WORK ZONE TRAFFIC CONTROL

If there is a need for a road detour in connection with the installation of said signal system, it shall be the Local Agency's responsibility to set up the road detour and detour signing. It is understood that the Company shall coordinate any necessary road detour with the Local Agency prior to the starting date. The Local Agency shall bear all costs involved in setting up the road detour.

If a road detour is not feasible, the Local Agency shall furnish, erect and maintain all necessary traffic control devices required to provide safe movement of vehicular traffic through the project area during the entire period from the beginning of construction to the final completion thereof. Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability. The Local Agency shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed or otherwise fail to stabilize the barricades.

8. SIGNING AND PAVEMENT MARKINGS

Subsequent to the installation of said signal system, the Local Agency agrees to install or have installed, as may be needed, appropriate advance warning signs, other supplemental signs and pavement markings in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). The Local Agency agrees to install said signs using retroreflective sheeting types and qualified products used for permanent signs, markers and delineators, Type IX or better found at <http://www.dot.state.mn.us/products/signing/sheeting.html>. The Local Agency also agrees to remove signs that are no longer needed as a result of said signal installation.

9. ASSIGNMENT OF RECEIVABLES

Any party to this agreement may assign any receivables due them under this agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this agreement.

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

CITY OF SAINT PAUL

**SOO LINE RAILROAD COMPANY
d/b/a CANADIAN PACIFIC RAILWAY**

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

STATE OF MINNESOTA

Recommended for Approval:
Commissioner of Transportation

By _____
Manager, Railroad Administration Section

Dated: _____

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: _____ Dated: _____ MAPS: _____

APPROVED:
Department of Administration

By: _____
Authorized Signature

Dated: _____

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES
FOR
RAILROAD-HIGHWAY AGREEMENTS
April 11, 2008

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company will be entitled to payment, determined on a pro rata basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

3. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS

The provisions contained in Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart B and Chapter 1, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

The State will reimburse the Company for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. State will make payments in accordance with Minnesota Statutes §16A.124.
- b. Invoices for labor and materials ("partial invoices") may be submitted on a periodic basis during the term of the project, but not more frequently than once per month. These valid partial invoices will be paid 30 days from the date they are received by the Office of Freight and Commercial Vehicle Operations, Railroad Administration Section.
- c. Partial invoices that are not approved due to disputed items will be returned to the Company with a request for an explanation for any disputed items. If the dispute is resolved, the State shall pay the Company within 30 days of receiving a corrected invoice. The State may pay the non-disputed portion of any disputed invoice.
- d. Final invoices must be submitted within 120 days of the completion of the reimbursable railroad work. Invoices submitted after this date, and less than one (1) year after the last activity on the project will not be paid, unless good cause is shown for the delay in the submission of the invoice. In accordance with federal regulations, 23 CFR 140.922, any final invoice received more than one (1) year after the last reimbursable railroad work will not be paid.
- e. Partial invoices must be based on actual (not estimated) costs incurred. Partial invoices need not be itemized, but State must be able to substantiate costs by checking the Company's records. The final invoice will be a detailed, itemized statement of all items of work performed by the Company, as shown in the appropriate exhibit or exhibits attached to this Agreement, and shall be marked "Final Invoice".
- f. Payment of the final invoice will be made after State inspects and approves the work. All work will be inspected within 120 days from receipt of the final invoice. Subsequently, the final invoice will be forwarded for audit by the State, in accordance with the requirements of state and federal laws and regulation. The Company will keep account of its work in such a way that accounts may be readily audited. In the event that any amount previously paid to the company is in excess of the actual cost determined by audit, the Company, upon notice from the State, will

within 30 days pay to the State the difference. Conversely, in the event that any amount previously paid to the Company is less than the actual costs determined by audit, the State shall pay the actual costs due within 30 days of the determination of the actual costs of the work.

g. All invoices shall be addressed as follows:

Mn/DOT Office of Freight and Commercial Vehicle Operations
M.S. 470, Rail Administration Section
395 John Ireland Boulevard
St. Paul, MN 55155-1899

9. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

11. INSPECTION, STANDARDS OF PERFORMANCE

The Company and/or Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company and/or Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES

If it appears to the Company, at any time subsequent to the date of this Agreement and prior to the final completion of such work, that the actual cost of the project will exceed the estimated cost, the Company must send written request for approval to the State. The request will explain the reasons for the additional costs and the amount of the costs. If State approves such request, State will encumber additional funds and then issue a notice to proceed. Any additional expenses incurred by the Company prior to receiving notice to proceed may not be reimbursed by State. State's maximum obligation under this Agreement will not exceed 120% of the estimated cost, except by a fully-executed amendment to this Agreement.

13. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Company's completion of the construction required under this Agreement.

14. NONDISCRIMINATION

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this Agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

15. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.

16. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

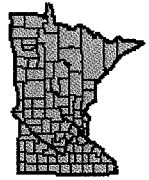
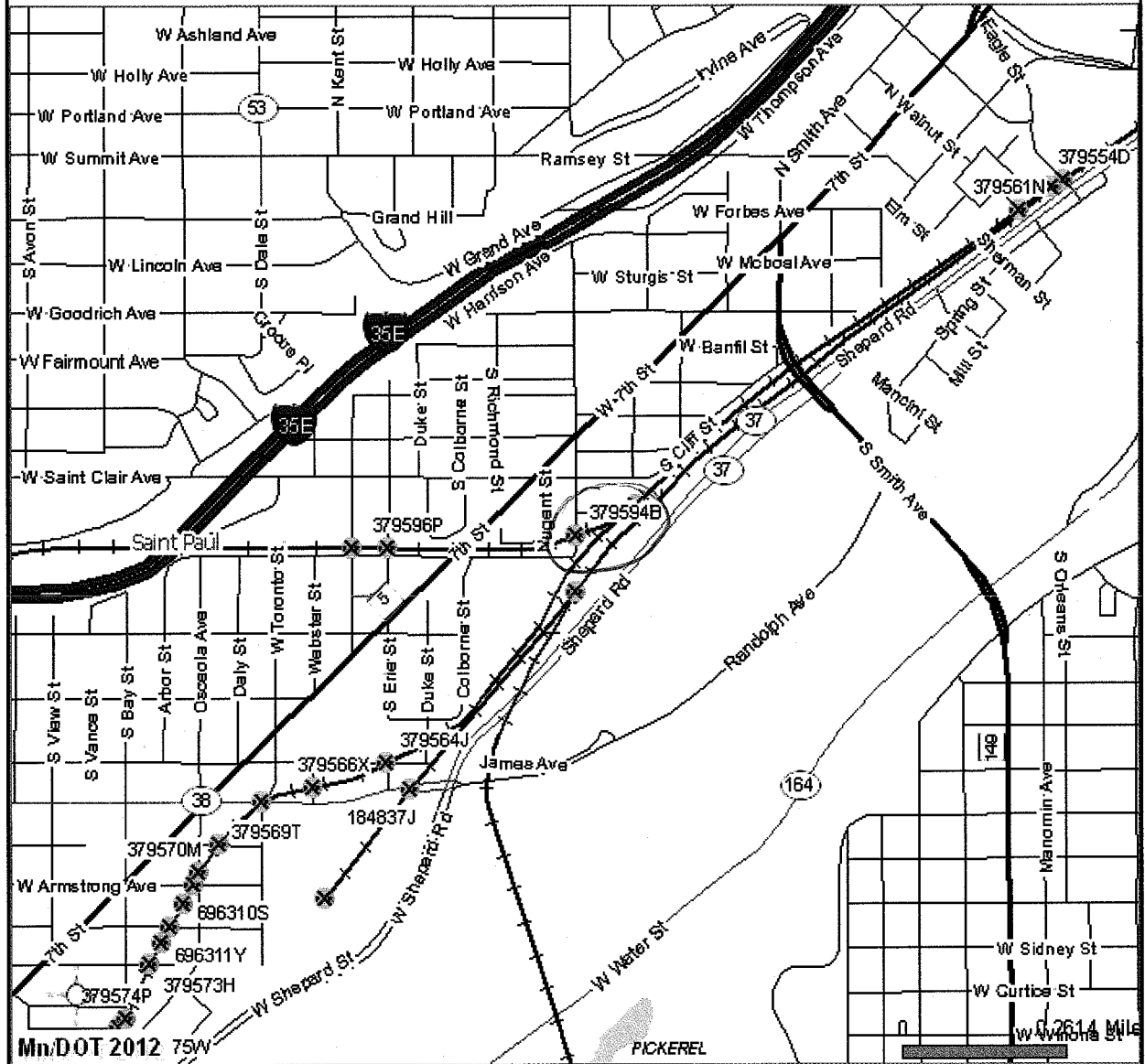
APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor 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 the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT B



PICKEREL

CANADIAN PACIFIC RAILWAY

Western Ave. - St. Paul, MN - MN-DOT Project ID: 62-00205

DOT # 379594B - M.P. 412.08 - Merriam Park

RSS Project Number: C-12-1103

February 16, 2012

LINE NO.	Qty.	DESCRIPTION OF MATERIALS	UNIT COST	TOTAL COST
1		House (Plans Sheet 1)		
2	1	House, 6'X8', Alum., CP Rail, Far, P/N T17893	11070.00	\$11,070.00
3	2	P.O.E. Light, Gem Power Off, B-Hive T, P/N T13649 (House)	47.59	\$95.18
5	2	Sacrete, Sand-Cement Mixture, P/N 999103-T11146 (House and Gates)	11.08	\$22.16
6	1	DOT Signs (Decals Bungalow)	89.00	\$89.00
7	2	Contact, Magnetic for Door Ala., P/N 409172-T09264 (House and Case)	8.00	\$16.00
8	2	Padlock, CP Rail, American Par (House & Case), P/N 231271-T09993	35.49	\$70.98
9	1	Padlock, Combination, Programm (Container), P/N 409915-T09043	26.76	\$26.76
10	2	Padlock, Hexagon OR Spanner w/...(Gates and Cant.), P/N 030399-16X	31.84	\$63.68
11		Gates (Plans Sheet 1)		
12	2	Mast, "S" 5" X 16'0" Std. Hole, P/N 070519-40AX	1456.81	\$2,913.62
13	2	Gate, Model "S-40", Entrance P/N 074000-W00105	6745.78	\$13,491.56
14	2	KIT, S-40 CP WIRING HARN: A, P/N 074039-24X-CP1	491.85	\$983.70
15	2	FLX-4000 & X-ARM 2-Way, P/N 042003-	2450.00	\$4,900.00
16	2	FLX-4000 & X-ARM 1-Way, P/N 042007-	1695.00	\$3,390.00
17	2	DOT Signs (Flashers)	18.75	\$37.50
18	16	Nut, Insulated, P/N 023408-1X	6.67	\$106.72
19	2	Counterweight Kit 32', P/N 070755-1720X3	2049.61	\$4,099.22
20	2	Keeper, Gate Arm, General Signal, P/N 250165-T09225	2575.00	\$5,150.00
21	2	Bracket, High Wind, NEG 191036, P/N 259371-T10128	168.40	\$336.80
22	2	Support, High Wind For Gate As, P/N 076203-518X	125.00	\$250.00
23	2	Sleeve, Extrusion, Gate Arms 1, P/N 076203-6	32.00	\$64.00
24	2	Support, Arm Assy, P/N 070920-211LRX	650.00	\$1,300.00
25	2	Gate Arm, 16'-32' Alum/Fiber, P/N 250938-T11152	762.75	\$1,525.50
26	2	Lamp Kits, EZ Gate (R) Lamp, Inc	250.00	\$500.00
27	2	Sign, RR Cross, P/N 035200-DXD	460.70	\$921.40
28	1	Bell, Electronic, 4"-5" Base, P/N 253165-T10906	435.00	\$435.00
29	2	Gate Hardware Package, Sign 5" MTG, P/N 071367-4X	127.90	\$255.80
30	750	Wire, #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.42	\$315.00
31	2	Foundation, Assembly, P/N 035903-912X (Gate)	400.00	\$800.00
32	1	Wrench Kit, Torque, P/N 070981-X	241.56	\$241.56
33		Electrical Grounding (Plans Sheet 1)		
34	8	Rod, Ground 5/8" X 10', P/N 112152-T01991 (House, Case, Gates and Cant.)	27.00	\$216.00
35	8	Connection, 1-Shot Cadweld #SBN, P/N 112026-T01958	9.98	\$79.84
36	280	Wire, #6 Solid Soft Drawn Copp, P/N 400999-T00027	0.90	\$252.00
37		Ground Materials (Plans Sheet 1)		
38	16	Clamp, Ins. Wire W/O Base Ins., P/N 021378-23X	11.21	\$179.36
39	16	Sleeve, Tab Style For 3/16" ST, P/N 0960106-T12346	1.77	\$28.32
40	16	Sleeve, BS/BS, P/N 0960107-T12346	1.07	\$17.12
41	16	Sleeve, #6/BS, P/N 0960108-T12346	1.07	\$17.12
42	16	Web Bonds, P/N 115027-T00149	4.88	\$78.08
43	50	Weld Metal, Cadweld No. SB25, P/N 115026-T00550	1.93	\$96.50
44	12	Terminal, Ring Tongue, Wire Rang, P/N 097000-T00003	1.11	\$13.30
45	16	Clip, Trk. Circuit Retainer, 1, P/N 999026-T08742	4.04	\$64.64
46	150	Bondstrand, Insulation 3/32" D, P/N 021624-3	1.74	\$261.00
47	50	Bond, Joint XS Style SBS-2488-2, P/N 115026-T00148	4.88	\$244.00
48	4	Duct Seal / 5 lb. Bags, P/N 116152-T00151	15.00	\$60.00

EXHIBIT C

CANADIAN PACIFIC RAILWAY

Western Ave. - St. Paul, MN - MN-DOT Project ID: 62-00205

DOT # 379594B - M.P. 412.08 - Merriam Park

RSS Project Number: C-12-1103

February 16, 2012

49	2	Sealant, Permagum Plastic, P/N 400999-T00185	12.00	\$24.00
50	10	Tubing, Heat Shrink, 6" Long, P/N 116033-T10483	40.00	\$400.00
51	1	Tape, Electrical Vinyl, Cold Wea..., P/N 116136-T10734	6.00	\$6.00
52	10	Hose, 2" Dia. X 18" Long, P/N 400999-T010154	5.00	\$50.00
53	1	Broom, Heavy Duty #1003308, P/N 350053-T11934	14.00	\$14.00
54	950	Cable, Underground 2C #6 TW, P/N 099044-T10004 (House and Case)	2.09	\$1,985.50
55	350	Cable, Underground 10C #14 SO, P/N 099044-T10005 (House and Case)	2.09	\$731.50
56	350	Cable, U.G. 7C #6 Solid Copper, P/N 409244-T06526 (House and Case)	8.01	\$2,803.50
57	175	Cable, U.G. 3C #2 Solid Copper, P/N 409244-T06525	8.56	\$1,498.00
58	1	Shunts, NBS-2, Safetran P/N 02500-107	1033.90	\$1,033.90
59	4	Foundation, Bungalow, Galvanized 48", P/N T10862-48309	149.31	\$597.24
60	1	Guard Rail, Full Circle, P/N T12037-38547	1,675.00	\$1,675.00
61	1	Dummy Load 500', P/N T18409-97332	500.00	\$500.00
62		House Equipment (Plans Sheets 2-20)		
63	1	XP-4, Chassis w/Backplane, 9 Slots, P/N 300752-000	\$2,839.85	\$2,839.85
64	4	XP-4, XTI-1S, Personality Module, (Norm/Stby), P/N 227481-000, 1 Trk Redundant, Slot 1 & 2	\$417.35	\$1,669.40
65	4	XP-4, XTI-1S, Crossing Track Interface Module, P/N 251336-000, 1 Trk Redundant, Slot 1 & 2	\$3,340.50	\$13,362.00
66	1	XP-4, VIO-86S, Personality Module, (8 In/6 Out), P/N 227537-000, Slot 7	\$426.70	\$426.70
67	1	XP-4, VIO-86S, Vital I/O module, (8 In/6 Out), P/N 251380-000, Slot 7	\$2,224.45	\$2,224.45
68	1	XP-4, IXC-20S Personality Module, P/N 251546-000, Slot 8 & 9	\$426.70	\$426.70
69	1	XP-4, IXC-20S Integrated Crossing Control Module, P/N 251384-000, Slot 8 & 9	\$2,320.50	\$2,320.50
70	1	XP-4, Central Power Supply, CPS-3, P/N 251456-000	\$556.75	\$556.75
71	1	XP-4, Normal/Standby Module, P/N 251346-000	\$881.45	\$881.45
72	1	XP-4, Vital Processor Module, P/N 251432-200 (Crossing)	\$2,126.70	\$2,126.70
73	1	XP-4, Crossing/Display Unit, P/N 251124-000	\$363.80	\$363.80
74	1	XP-4, Ground Fault Detector, P/N 251346-000	\$603.50	\$603.50
75	1	XP-4, Chassis Information Module, XCI-2, P/N 251442-000	\$354.45	\$354.45
76	2	XP-4, Cable, XIP-20 #2, 8 Feet, P/N 075047-001	\$82.45	\$164.90
77	2	XP-4, Cable, XIP-20 #1, 8 Feet, P/N 075046-001	\$82.45	\$164.90
78	2	XP-4, Crossing Interface Panel, XIP-20B, P/N 227561-100	\$306.85	\$613.70
79	2	XP-4, Wall mount kit, XIP-20B, P/N 180611-100	\$74.80	\$149.60
80	2	MDSA-2X, 2 Track, P/N 250204-000	\$785.26	\$1,570.52
81		MDSA-1X, 1 Track, P/N 250204-000	\$438.75	\$0.00
82	4	Resistor, Ohm P/N 029603-2X	52.00	\$208.00
83	1	SSCC III Plus, 40A Crossing, P/N 9000-91190-1101	5451.42	\$5,451.42
84	1	Event Recorder, SEAR II, CP SOO, P/N 8311-80290-00000	3004.16	\$3,004.16
85	2	ILOD for SEAR II, P/N A80271	537.57	\$1,075.14
86	1	Box, Test, Key for CP Rail., P/N 001876-T11593	641.23	\$641.23
87	1	Knife Switch, Selector, Allen Bradle, P/N 133152-T09990	125.00	\$125.00
88	1	Plate, Legend, Pushbutton Switch, P/N T12967	5.00	\$5.00
89	1	Breaker SGL 20A, P/N 007471-1B	9.95	\$9.95
90	1	Breaker 2-Pole 20A, P/N 007471-1C	21.73	\$21.73
91	2	Charger, ERB-C 12/4001C, P/N 150395-T11922	1180.25	\$2,360.50
92	1	Transformer, 120/24, VAC, Type, P/N 151236-T09992	87.28	\$87.28
93	1	Transformer, 120/5, VAC, P/N T15928	41.40	\$41.40
94	1	Relay, N.V. P&B KUP-14D15-1, P/N 053222-T04010	21.00	\$21.00
95	1	Socket, P&B Relay, For KUP SER, P/N 054222-T09996	11.15	\$11.15
96	2	Clip, Hold Down, Relay, P&B 20C, P/N 053222-T09795	1.02	\$2.04
97	4	Fuse, 5A, FRN-5, P/N 310152-T00391	12.00	\$48.00
98	4	Fuse, 10 AMP, 250 Volt, FRN-R-10, P/N T13212	12.00	\$48.00

EXHIBIT C

CANADIAN PACIFIC RAILWAY

Western Ave. - St. Paul, MN - MN-DOT Project ID: 62-00205

DOT # 379594B - M.P. 412.08 - Merriam Park

RSS Project Number: C-12-1103

February 16, 2012

99	8	Block, Assy, Fuse, BKLT (CUCA), P/N 027614-1X	67.50	\$540.00
100	2	Protector, Surge SP20-3A, P/N 010807-7AX	228.60	\$457.20
101	6	Panel, Vertical, Blank Faraday, P/N 051883-152	159.83	\$958.98
102	3	Panel, Surge, 2 Track, With, P/N 051883-199X1	377.00	\$1,131.00
103	6	Panel Assy, Vertical Track, P/N 051883-127X1	427.43	\$2,564.58
104	16	Nut, Insulated, P/N 023408-1X	6.12	\$97.92
105	12	Equalizer without Base, P/N 022700-1X	21.25	\$255.00
106	32	Arrester, Clearview, (CUCA), P/N 022485-28X	18.57	\$594.24
107	1	Arrester, Heavy Duty, Clearview, P/N 022585-1X	49.50	\$49.50
108	50	Link Assembly, Test	3.00	\$150.00
109	75	Link 1"	3.00	\$225.00
110	8	Link, Test 2 3/8" Centers	3.00	\$24.00
111	32	Panduit, E2X3LG6 Taylor #92030, P/N 098152-T00256	2.00	\$64.00
112	32	Cover, Panduit #C2LG6 2"x 6', P/N 098152-T00259	2.00	\$64.00
113	8	Cover, Panduit 1"x 6', P/N 018-06-021	0.57	\$4.56
114	8	Duct Panduit, 1"x3"x6', P/N 018-06-020	2.63	\$21.04
115	4	Resistor, Variable 5 Ohm P/N 029603-2X	42.83	\$171.32
116	2	Resistor, Variable .63 Ohm P/N 029604-2X	42.83	\$85.66
117	12	Block, Terminal, 2-3/8" Center, P/N 023612-1X	7.00	\$84.00
118	2	Block, Terminal, 12, P/N 023274-501X	15.00	\$30.00
119	2	Block, Terminal 12 Post, P/N 023390-12X	15.00	\$30.00
120	3	Connector, 1/2" Straight, P/N 409152-T09455	4.00	\$12.00
121	750	Wire #16 Okonite T.C Blue #11, P/N 099056-T01538	0.25	\$187.50
122	1000	Wire #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.45	\$450.00
123	150	Wire #10 Green, Insulated, TH..., P/N 099152-T08707	0.34	\$51.00
124	50	Wire #6 AWG, Stranded Copper..., P/N 099152-T06958	0.79	\$39.50
125	75	Terminal, #12-10, 1/4" Binding, P/N 097769-T02961	0.35	\$26.25
126	50	Terminal, AMP, 16/14 HD, AWG.S, P/N 091769-T06180	0.90	\$45.00
127	16	Lug, #6 Battery, For Alcad Bat, P/N 091643-T08694	0.80	\$12.80
128	34	Conduit, 1/2" Flex, Metal, P/N 409152-T09456	0.69	\$23.46
129	1	Cover, Handy Box	1.00	\$1.00
130	1	Box, Wall Mount, Allen Bradley, P/N 001152-T09991	94.00	\$94.00
131	1	Box 2x4 Outlet, P/N 7200	3.00	\$3.00
132	5	Connector, Flex Conduit, 1/2" 90, P/N T12975	3.00	\$15.00
133	10	Battery, NI-CAD, 250 AH, SPL, WTH, P/N 171023-T09987	375.00	\$3,750.00
134	9	Battery, NI-CAD, 340 AH, SCM, WTH, P/N 171025-T09990	475.00	\$4,275.00
135			Total:	\$126,965.44

EXHIBIT C

CANADIAN PACIFIC RAILWAY

Western Ave. - St. Paul, MN - MN-DOT Project ID: 62-00205

DOT # 379594B - M.P. 412.08 - Merriam Park

RSS Project Number: C-12-1103

February 16, 2012

LINE NO.	Qty.	DESCRIPTION OF LABOR/EQUIPMENT	UNIT COST	TOTAL COST
CANADIAN PACIFIC RAILWAY LABOR				
1		CANADIAN PACIFIC RAILWAY LABOR		
2	120	Signal Gang, Foreman	32.09	\$3,850.80
3		Signal Gang, Foreman, Overtime	48.14	\$0.00
4	120	Signal Gang, Lead Signalman	27.75	\$3,330.00
5		Signal Gang, Assistant Foreman, Overtime	41.63	\$0.00
6	120	Signal Gang, Signalmar	26.33	\$3,159.60
7		Signal Gang, Signalman, Overtime	39.50	\$0.00
8	240	Signal Gang, Assistant Signalman	23.27	\$5,584.80
9		Signal Gang, Assistant Signalman, Overtime	34.91	\$0.00
10	20	Signal Supervisor	39.50	\$790.00
11	40	Accounting/Billing Clerk	21.66	\$866.40
12		Track Gang, Foreman	25.87	\$0.00
13		Track Gang, Laborers	22.94	\$0.00
14		Track Welders	24.50	\$0.00
15		SUBTOTAL CPR DIRECT LABOR:		\$17,581.60
16				
RAIL SIGNAL SYSTEM LABOR				
17		RAIL SIGNAL SYSTEM LABOR		
18	32	Senior Signal Engineer	\$103.50	\$3,312.00
19	10	Signal Engineer	\$93.15	\$931.50
20	10	Project Engineer	\$69.35	\$693.45
21	35	Project Manager	\$65.21	\$2,282.18
22	24	Project Administrator	\$46.58	\$1,117.80
23	20	Comptroller	\$62.10	\$1,242.00
24	40	Senior Design Technician	\$46.58	\$1,863.00
25	8	Billing Clerk	\$37.26	\$298.08
26		SUBTOTAL RSS DIRECT LABOR:		\$11,740.01
27				
CANADIAN PACIFIC RAILWAY TRAVEL				
28		CANADIAN PACIFIC RAILWAY TRAVEL		
29		Employee Airfare		\$0.00
30	60	Employee Meals (Per Diem)	35.00	\$2,100.00
31	60	Employee Travel & Lodging (Per Diem)	50.00	\$3,000.00
32		SUBTOTAL CPR TRAVEL:		\$5,100.00
33				
CANADIAN PACIFIC RAILWAY EQUIPMENT				
34		CANADIAN PACIFIC RAILWAY EQUIPMENT		
35		Truck, Pickup, 1 Ton, Crew Cab		
36	20	Hourly	11.25	\$225.00
37		Daily	112.50	\$0.00
38		Weekly	450.00	\$0.00
39				
40		Truck, Pickup, with Hyrail		
41	120	Hourly	15.60	\$1,872.00
42		Daily	156.00	\$0.00
43		Weekly	624.00	\$0.00
44				

EXHIBIT C

CANADIAN PACIFIC RAILWAY

Western Ave. - St. Paul, MN - MN-DOT Project ID: 62-00205

DOT # 379594B - M.P. 412.08 - Merriam Park

RSS Project Number: C-12-1103

February 16, 2012

45		Truck, Diesel, Boom, Telescoping		
46	120	Hourly	80.10	\$9,612.00
47		Daily	801.00	\$0.00
48		Weekly	3,204.00	\$0.00
49				
50		Backhoe, 4WD, 70 HP		
51	120	Hourly	36.70	\$4,404.00
52		Daily	367.00	\$0.00
53		Weekly	1,468.00	\$0.00
54				
55		Trailer, Utility, Non-Tilt, 4 Tire		
56	120	Hourly	4.10	\$492.00
57		Daily	41.00	\$0.00
58		Weekly	164.00	\$0.00
59				
60		Generator, 2400 Watt, 5 HP		
61	120	Hourly	1.25	\$150.00
62		Daily	12.50	\$0.00
63		Weekly	50.00	\$0.00
64				
65		Grinder, Rail, Portable, On-Track		
66	120	Hourly	3.50	\$420.00
67		Daily	35.00	\$0.00
68		Weekly	140.00	\$0.00
69				
70		Section Truck, with Hoist and Crane		
71		Hourly	73.00	\$0.00
72		Daily	730.00	\$0.00
73		Weekly	2,920.00	\$0.00
74		SUBTOTAL CPR EQUIPMENT:		\$17,175.00
75				
76		OUTSIDE SERVICES EXPENSES		
77	100	Boring, 4" Schedule 80 PVC, per foot	45.00	\$4,500.00
78	1	Rock, SB2, Fill Dirt	1,000.00	\$1,000.00
79	1	AC Meter Service	3,000.00	\$3,000.00
80	130	Safetran Shop Wiring & Testing	90.00	\$11,700.00
81	10	Engineering Check	91.11	\$911.10
82		Platform for 6x8 bungalow installation, CPR standards		\$0.00
83				
84				
85	725	Freight Miles (Containers)	8.28	\$6,003.00
86		Freight Miles (Flatbed Truck for Delivery of Cantilevers)	4.88	\$0.00
87	1	Container Drop Charge	350.00	\$350.00
88	1	Container Cleanout	380.00	\$380.00
89	120	Container Useage Days @ \$8.25	8.25	\$990.00
90				
91		SUBTOTAL OUTSIDE SERVICES:		\$28,834.10
92				
93		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:		\$51,109.10

EXHIBIT C

CANADIAN PACIFIC RAILWAY

Western Ave. - St. Paul, MN - MN-DOT Project ID: 62-00205

DOT # 379594B - M.P. 412.08 - Merriam Park

RSS Project Number: C-12-1103

February 16, 2012

LINE NO.	Qty.	SUMMARY OF PROJECT TOTAL ESTIMATE	UNIT COST	TOTAL COST
1	1	SUBTOTAL MATERIAL:	126,965.44	\$126,965.44
2	1	TAXES:	6.78%	\$8,608.26
3	1	SUBTOTAL RSS DIRECT LABOR:	11,740.01	\$11,740.01
4	1	RSS PROFIT:	12.00%	\$1,408.80
5	1	SUBTOTAL CPR DIRECT LABOR:	17,581.60	\$17,581.60
6	1	CPR DIRECT LABOR ADDITIVES RATE:	120.73%	\$21,226.27
7	1	CPR GENERAL LIABILITY INSURANCE RATE:	13.50%	\$2,373.52
8	1	SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:	51,109.10	\$51,109.10
9		PROJECT TOTAL:		\$241,012.99

EXHIBIT C