

NEW APPLICATION



0000037474



Arizona Department of Intermodal Transportation

Utility & Railroad Engineering Section
205 S. 17th Ave. Mail Drop 618E Phoenix, Arizona 85007
Phone 602.712.7251 Fax 602.712.3229

Jane Dee Hull
Governor

Mary E. Peters
Director

Dick Wright
State Engineer

June 1, 2001

Mr. G. Robert Starkey
Railroad Safety Inspector
Arizona Corporation Commission
1210 West Washington
Phoenix, Arizona 85007

RR-02635B-01-0480

RE: TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
RAIL/HIGHWAY SAFETY PROGRAM
City Streets @ US 60 (Glendale)
The Burlington Northern and Santa Fe Railway Company

RECEIVED
CORP COMMISSION
JUN 13 10 52 AM '01

Table with 3 columns: AAR/DOT No., RR M.P., LOCATION. Lists various street locations along US 60.

Dear Mr. Starkey:

Please furnish our office with an Opinion and Order to cover the installation of Signals described in the subject agreement.

An agreement covering the work has been signed by the Railroad Company. A copy is attached for your information and files.

After we receive the Opinion and Order, we will send you a copy of our letter authorizing the Railroad to proceed with the work.

Sincerely,

John Syers
John Syers
Railroad Engineering Coordinator

Attachment



**Arizona Department of Transportation
Intermodal Transportation Division**

Utility & Railroad Engineering Section
205 S. 17th Ave. Mail Drop 618E Phoenix, Arizona 85007
Phone 602.712.7251 Fax 602.712.3229

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1210 West Washington
Phoenix, Arizona 85007

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Project No. STP-000-6(123)P
RAIL/HIGHWAY SAFETY PROGRAM
City Streets @ US 60 (Glendale)
The Burlington Northern and Santa Fe Railway Company

<u>AAR/DOT No.</u>	<u>RR M.P.</u>	<u>LOCATION</u>
025-420-B	AF 185.46	51st Avenue/Bethany Hm Rd @ US 60
025-419-G1	AF 184.64	55th Avenue @ US 60
025-419-G2	AF 184.64	Maryland Avenue @ US 60
025-418-A1	AF 183.91	59th Avenue @ US 60
025-418-A2	AF 183.91	Glendale Avenue @ US 60
025-416-L	AF 183.70	Palmaire Avenue @ US 60
025-415-E1	AF 183.59	61st Avenue @ US 60
025-415-E2	AF 183.59	Myrtle Avenue @ US 60
025-414-X	AF 183.24	Orangewood Avenue @ US 60
025-413-R1	AF 182.56	67th Avenue @ US 60
025-413-R2	AF 182.56	Northern Avenue @ US 60

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After we receive the Opinion and Order, we will send you a copy of our letter authorizing the Railroad to proceed with the work.

Sincerely,


John Syers
Railroad Engineering Coordinator

Attachment



ARIZONA DEPARTMENT OF TRANSPORTATION

206 South Seventeenth Avenue - Phoenix, Arizona 85007-3213



1995 Pioneer Award Recipient

Jane Dee Hull
Governor

Utility & Railroad Engineering Section
205 South Seventeenth Avenue, Mail Drop 618E
Phoenix, Arizona 85007-3276

Mary E. Peters
Director

May 14, 1999

RAILROAD CROSSING PROJECT

TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
City Streets @ US 60 (Glendale)

<u>AAR/DOT No.</u>	<u>RR M.P.</u>	<u>Location</u>
025-420-B	AF 185.46	51st Avenue/Bethany Home Road
025-419-G1	AF 184.64	55th Avenue at Grand Avenue
025-419-G2	AF 184.64	Maryland Avenue at Grand Avenue
025-418-A1	AF 183.91	59th Avenue at Grand Avenue
025-418-A2	AF 183.91	Glendale Avenue at Grand Avenue
025-416-L	AF 183.7	Palmaire Avenue at Grand Avenue
025-415-E1	AF 183.59	61st Avenue at Grand Avenue
025-415-E2	AF 183.59	Myrtle Avenue at Grand Avenue
025-414-X	AF 183.24	Orangewood Avenue at Grand Avenue
025-413-R1	AF 182.56	67th Avenue at Grand Avenue
025-413-R2	AF 182.56	Northern Avenue at Grand Avenue

RR FILE 05024176
ADOT Accounting No. R1531BL99

**MASTER
RAILROAD AGREEMENT
For
FEDERAL AID
Railroad Crossing Projects**

**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY
Agreement No. 1531-91-ATSF
RAIL/HIGHWAY SAFETY PROGRAM**

SUMMARY OF ESTIMATE

	ADOT	ACC	Total
	@94.3%	@5.7%	
Preliminary Engineering:	\$51,865.00	\$3,135.00	\$55,000.00
Construction:	@94.3%	@5.7%	
Signals	\$853,219.00	\$51,573.00	\$904,792.00
	<u>\$905,084.00</u>	<u>\$54,708.00</u>	<u>*\$959,792.00</u>

* Railroad will invoice ADOT for 100% of total work. Railroad will separate Preliminary Engineering costs from Construction costs. ADOT will pay Railroad 100% of total invoice and invoice ACC for its portion.

THE B. N. S. F. RAILWAY COMPANY
 FHPM ESTIMATE FOR
 ARIZONA D.O.T.

LOCATION - GLENDALE

DETAILS OF ESTIMATE

PURPOSE, JUSTIFICATION AND DESCRIPTION

GLENDALE, AZ.: INSTALL NEW CROSSING CONTROLS AT 51 ST STREET AND BETHANY HOME ROAD.
 ARIZONA DIVISION., PHOENIX SUBDIVISION., L/S 7208, RRMP 185.46, DOT #025 4208.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING
 PURPOSES ONLY. THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED AND
 ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BN&SF
 RAILROAD.

THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER ESTIMATE IS SUBJECT TO CHANGE IN COST FOR
 LABOR, MATERIAL, AND OVERHEAD.

*****SIGNAL WORK ONLY*****

NOTE:

PROJECT TO CONSIST OF INSTALLING NEW CONTROL HOUSING ONLY.

TRACK FORCES WILL NEED TO RETIRE 4 INSULATED JOINTS.

THE ARIZONA DEPARTMENT OF TRANSPORTATION IS SPONSORING THIS PROJECT. 100% OF BNSF'S COST
 IS AT THE A.D.O.T.'S EXPENSE.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE SIGNALS	672.00	MH	13,889	
PAYROLL ASSOCIATED COSTS			7,700	
EQUIPMENT EXPENSES			2,486	
SUPERVISION EXPENSES			8,702	
INSURANCE EXPENSES			2,083	
TOTAL LABOR COST			34,860	34,860

MATERIAL				

CONDUIT, 3" STEEL:	180.00	FT	994	
BATTERY, ED 240	11.00	EA	2,376	
BATTERY, ED 340	18.00	EA	4,788	
CABLE: 12 COND. #14 U.G.	200.00	FT	414	
CABLE: 3 COND. #2 U.G.	200.00	FT	720	
CABLE: 5 COND. #6 U.G.	500.00	FT	1,170	
CABLE: 7 COND. #14 U.G.	200.00	FT	221	
CROSSING HOUSE, HXP 3R SYS.	1.00	EA	38,920	
ELECTRICAL METER MATERIAL	1.00	EA	1,500	
MISC. FIELD MATERIAL	1.00	LS	1,000	
RELAY	1.00	EA	345	
SHUNT, FSS-1A	4.00	EA	2,780	
TK WIRE: #6 TWISTED	800.00	FT	520	
TRACK CONNECTION KIT	2.00	EA	224	
WIRING PACKAGE	2.00	EA	980	
STORE EXPENSES			1,399	
USE TAX			2,910	
OFFLINE TRANSPORTATION			710	
TOTAL MATERIAL COST			61,971	61,971

OTHER				

COMMERCIAL POWER SERVICE	1.00	EA	250	
CONTRACT ENGINEERING-SIGNAL	1.00	LS	6,000	
DIRECT SHIPPING	1.00	LS	3,400	
EQUIPMENT RENTAL	1.00	LS	7,800	
FLAGGING AND BARRICADES	1.00	LS	2,000	
REMOTE CROSSING ALARM INTERFACE	1.00	EA	300	
SURFACE ROCK	1.00	LS	200	
TOTAL OTHER ITEMS COST			19,950	19,950

TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "A"
 Sheet 2 of 17

PROJECT SUBTOTAL	116,781
CONTINGENCIES	11,678
BILL PREPARATION FEE	643

GROSS PROJECT COST	129,102
LESS COST PAID BY BNSF	0

TOTAL BILLABLE COST	129,102

TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
Agreement No. 1531-91-ATSF
EXHIBIT "A"
Sheet 3 of 17

***** NOTE **** NOTE ***** FOR INTERNAL USE ONLY ***** NOTE **** NOTE *****

LOCATION :	GLENDALE	LINE SEGMENT :	7208	AFE NUMBER :	
PLANITEM NUMBER :	PSI025420B	MILEPOST :	0185.46	RFA NUMBER :	
PROPERTY OF :	BNSF RAILWAY COMPANY	DIVISION :	AZ	CPAR NUMBER :	
OPERATED BY :	BNSF RAILWAY COMPANY	SUBDIVISION :	PHOENIX	BUDGET YEAR :	1999
JOINT FACILITY :	ARIZONA D.O.T.	TRACK TYPE :	S	BUDGET CLASS :	10
PERCENT BILLABLE:	100.00	TAX STATE :	AZ COUNTY: MARICOPA	REPORTING OFFICE :	405
REQUESTER ID :	A211 - RALPH CHILELLI	MATL DATE :		SPONSOR :	VP ENGIN
PROJECT TYPE :	SGX	LOCATION CODE :	473080	DEPT CODE :	MOWSG

PURPOSE, JUSTIFICATION AND DESCRIPTION

GLENDALE, AZ.: INSTALL NEW CROSSING CONTROLS AT 51 ST STREET AND BETHANY HOME ROAD. ARIZONA DIVISION., PHOENIX SUBDIVISION., L/S 7208, RRMP 185.46, OOT #025 420B.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY. THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BN&F RAILROAD.

THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

*****SIGNAL WORK ONLY*****

NOTE:
PROJECT TO CONSIST OF INSTALLING NEW CONTROL HOUSING ONLY.

TRACK FORCES WILL NEED TO RETIRE 4 INSULATED JOINTS.

THE ARIZONA DEPARTMENT OF TRANSPORTATION IS SPONSORING THIS PROJECT. 100% OF BNSF'S COST IS AT THE A.D.O.T.'S EXPENSE.

TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "A"
 Sheet 4 of 17

***** NOTE **** NOTE ***** FOR INTERNAL USE ONLY ***** NOTE **** NOTE *****

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COST	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	34,860	34,860
MATERIAL COSTS	0	0	0	0	61,971	61,971
OTHER COSTS	0	0	0	0	32,271	32,271
TOTALS	0	0	0	0	129,102	129,102

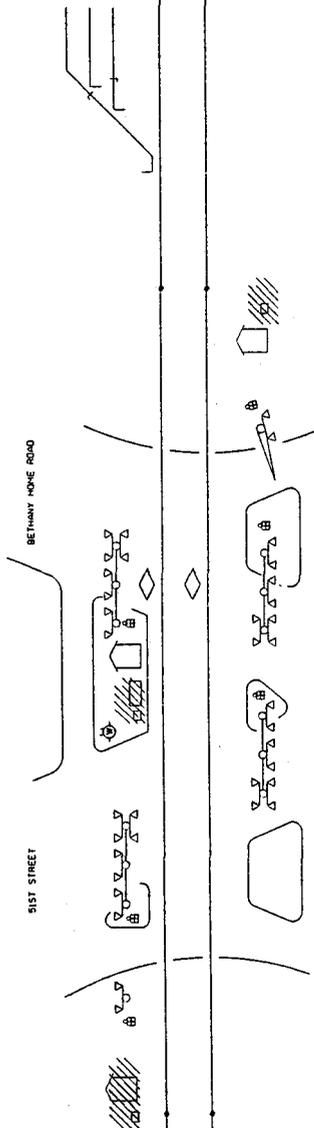
ACCT	CST	RSM	PPE	DESCRIPTION	QTY/ST	OT U/M	CASH	NONCASH	OPER	REMOVAL
8		400	9911	PLACE SIGNALS	672.00	0.0 MH	13,889			
• LABOR SUBTOTAL							13,889	0	0	0
1120	319	400	9911	CONDUIT, 3" STEEL:	180.0	FT	994			
1120	319	400	9911	BATTERY, ED 240	11.0	EA	2,376			
1120	319	400	9911	BATTERY, ED 340	18.0	EA	4,788			
1120	319	400	9911	CABLE: 12 COND. #14 U.G.	200.0	FT	414			
1120	319	400	9911	CABLE: 3 COND. #2 U.G.	200.0	FT	720			
1120	319	400	9911	CABLE: 5 COND. #6 U.G.	500.0	FT	1,170			
1120	319	400	9911	CABLE: 7 COND. #14 U.G.	200.0	FT	221			
1120	319	400	9911	CROSSING HOUSE, HXP 3R SYS.	1.0	EA	38,920			
1120	319	400	9911	ELECTRICAL METER MATERIAL	1.0	EA	1,500			
1120	319	400	9911	MISC. FIELD MATERIAL	1.0	LS	1,000			
1120	319	400	9911	RELAY	1.0	EA	345			
1120	319	400	9911	SHUNT, FSS-1A	4.0	EA	2,780			
1120	319	400	9911	TK WIRE: #6 TWISTED	800.0	FT	520			
1120	319	400	9911	TRACK CONNECTION KIT	2.0	EA	224			
1120	319	400	9911	WIRING PACKAGE	2.0	EA	980			
• MATERIAL SUBTOTAL							56,952	0	0	0
1120	790	400	9911	COMMERCIAL POWER SERVICE	1.0	EA	250			
1120	367	400	9911	CONTRACT ENGINEERING-SIGNAL	1.0	LS	6,000			
1120	790	400	9911	DIRECT SHIPPING	1.0	LS	3,400			
1120	434	400	9911	EQUIPMENT RENTAL	1.0	LS	7,800			
1120	790	400	9911	FLAGGING AND BARRICADES	1.0	LS	2,000			
1120	790	400	9911	REMOTE CROSSING ALARM INTERFACE	1.0	EA	300			
1120	790	400	9911	SURFACE ROCK	1.0	LS	200			
* OTHER SUBTOTAL							19,950	0	0	0
* ADDITIVES										
				PAYROLL ASSOCIATED COSTS			7,700			
				EQUIPMENT EXPENSES			2,486			
				SUPERVISION EXPENSES			8,702			
				INSURANCE EXPENSES			2,083			
				STORE EXPENSES			1,399			
				USE TAX			2,910			
				OFFLINE TRANSPORTATION			710			
* GANG TOTAL							116,781	0	0	0
PROJECT SUBTOTAL							116,781	0	0	0
CONTINGENCIES							11,678	0	0	0
BILL PREPARATION FEE							643	0	0	0
PROJECT GROSS COST							129,102	0	0	0
LESS COST PAID BY OTHERS							129,102	0	0	0
PROJECT NET COST							0	0	0	0

TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "A"
 Sheet 5 of 17

The Burlington Northern & Santa Fe Railway Company

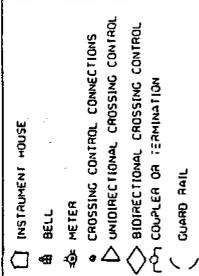
TO PHOENIX

TO PHOENIX



TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "B"
 Sheet 1 of 7

INSTALL: NEW CROSSING CONTROLS
 CONTROL DEVICES: CONSTANT WARNING
 BOLD- IN
 SLASH- OUT
 SALVAGE: NONE



Warning device placement:
 Clearance to C.L. Track: Min. 12', Max. 22'
 Edge of Road to C.L. Foundation:
 Min. 41' with curb,
 Min. 81' without curb.
 House Clearance:
 25' Min. to C.L. of Track
 Front Lights: 30' Min. to Edge of Road
 Back and Side Lights: 70 Degree Lenses
 Cantilever Jurg Mast: 20-32 Degree Lenses

BNSF RAILWAY CO.
 ESTIMATE SKETCH
 PHOENIX SUBDIVISION
 51ST AND BETHANY HOME RD.
 GLENDALE, AZ. MP 185.46
 DOT # 325 4208
 KANSAS CITY
 NO SCALE DATE: 3-15-99

File: 7208.185.46

THE B. N. S. F. RAILWAY COMPANY
 FHPM ESTIMATE FOR
 ARIZONA D.O.T.

LOCATION - GLENDALE

DETAILS OF ESTIMATE

PURPOSE, JUSTIFICATION AND DESCRIPTION

GLENDALE, AZ.: INSTALL NEW CROSSING CONTROLS AT 55 TH AND MARYLAND AVENUES.
 ARIZONA DIVISION., PHOENIX SUBDIVISION., L/S 7208, RRMP 184.64, DOT #025 419G -(1) / #025
 419G -(2).

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING
 PURPOSES ONLY. THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED AND
 ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BN&SF
 RAILROAD.

THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER ESTIMATE IS SUBJECT TO CHANGE IN COST FOR
 LABOR, MATERIAL, AND OVERHEAD.

*****SIGNAL WORK ONLY*****

NOTE:
 PROJECT TO CONSIST OF INSTALLING NEW CONTROL HOUSINGS.

THE ARIZONA DEPARTMENT OF TRANSPORTATION IS SPONSORING THIS PROJECT. 100% OF BNSF'S COST
 IS AT THE A.D.O.T.'S EXPENSE.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE SIGNALS	672.00	MH	13,889	
PAYROLL ASSOCIATED COSTS			7,700	
EQUIPMENT EXPENSES			2,486	
SUPERVISION EXPENSES			8,702	
INSURANCE EXPENSES			2,083	
TOTAL LABOR COST			34,860	34,860

MATERIAL				

CONDUIT, 3" STEEL:	200.00	FT	1,104	
BATTERY, ED 240	18.00	EA	3,888	
BATTERY, ED 340	9.00	EA	2,394	
CABLE: 12 COND. #14 U.G.	200.00	FT	414	
CABLE: 3 COND. #2 U.G.	300.00	FT	1,080	
CABLE: 5 COND. #6 U.G.	600.00	FT	1,404	
CROSSING HOUSE, HXP 3R SYS.	1.00	EA	34,442	
ELECTRICAL METER MATERIAL	1.00	EA	1,500	
MISC. FIELD MATERIAL	1.00	LS	1,500	
RELAY	1.00	EA	345	
REMOTE OFF HOUSING	1.00	EA	18,600	
SHUNT, FSS-1A	2.00	EA	1,390	
TK WIRE: #6 TWISTED	100.00	FT	65	
TRACK CIRCUIT, STYLE "C"	3.00	EA	4,500	
TRACK CONNECTION KIT	4.00	EA	448	
WIRING PACKAGE	1.00	EA	490	
STORE EXPENSES			1,812	
USE TAX			3,760	
OFFLINE TRANSPORTATION			917	
TOTAL MATERIAL COST			80,053	80,053

OTHER				

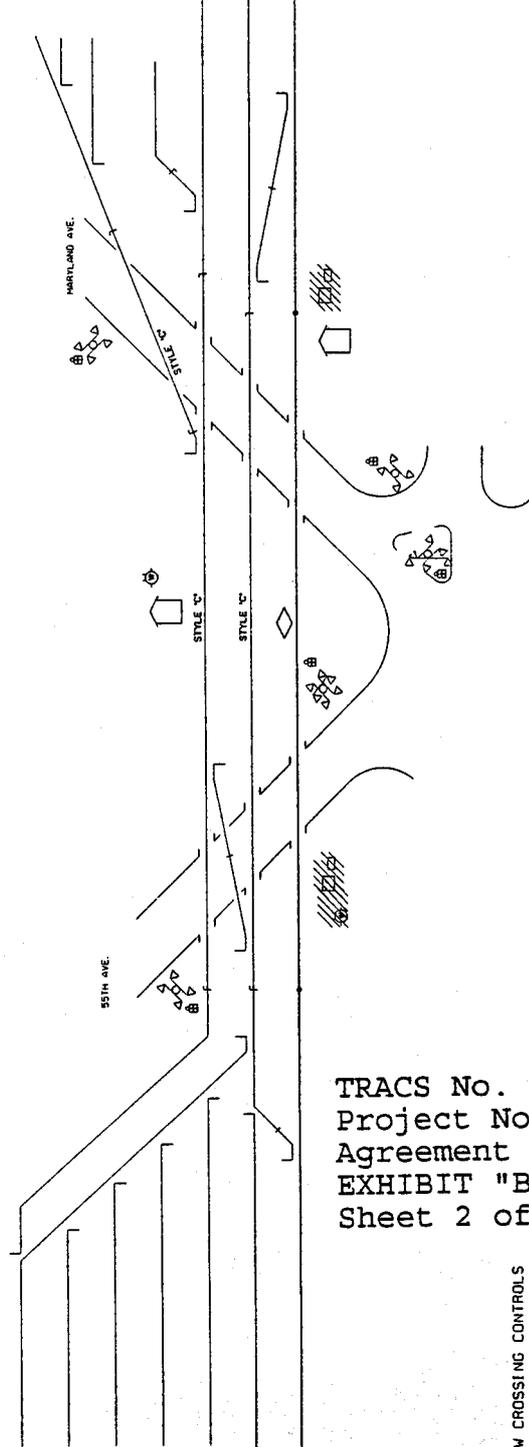
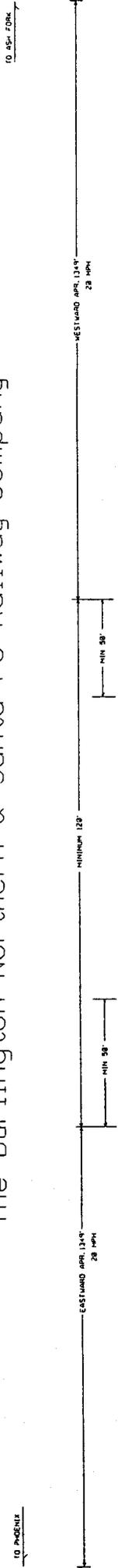
COMMERCIAL POWER SERVICE	1.00	EA	250	
CONTRACT ENGINEERING-SIGNAL	1.00	LS	6,000	
DIRECT SHIPPING	1.00	LS	6,820	
EQUIPMENT RENTAL	1.00	LS	7,800	
FLAGGING AND BARRICADES	1.00	LS	2,000	
REMOTE CROSSING ALARM INTERFACE	1.00	EA	300	
SURFACE ROCK	1.00	LS	200	
TOTAL OTHER ITEMS COST			23,370	23,370

TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "A"
 Sheet 6 of 17

SUBTOTAL	-----	138,283
LESS CREDIT FOR SALVAGED MATERIAL		-200
PROJECT SUBTOTAL	-----	138,083
CONTINGENCIES		13,808
BILL PREPARATION FEE		760
GROSS PROJECT COST	-----	152,651
LESS COST PAID BY BNSF		0
TOTAL BILLABLE COST	-----	152,651

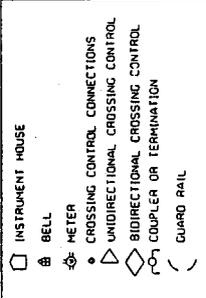
TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
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EXHIBIT "A"
Sheet 7 of 17

The Burlington Northern & Santa Fe Railway Company



TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "B"
 Sheet 2 of 7

INSTALL: NEW CROSSING CONTROLS
 CONTROL DEVICES: CONSTANT WARNING
 BOLD- IN
 SLASH- OUT
 SALVAGE: \$200.00



BNSF RAILWAY CO.
 ESTIMATE SKETCH
 PHOENIX SUBDIVISION
 55TH AND MARYLAND AVE.
 GLENDALE, AZ. HP 184.64
 001 - 025 4:9C
 KANSAS CITY
 NO SCALE DATE: 3/15/99
 Plot: 7208.184.64

Warning device placement:
 Clearance to C.L. Track = Min. 12', Max. 20'
 Edge of Road to C.L. Foundation:
 Min. 81' with curb.
 Min. 81' without curb.
 House Clearance:
 25' Min. to C.L. of Track
 38' Min. to Edge of Road
 Front Lights: 30-15 Degree Lenses
 Back and Side Lights: 70 Degree Lenses
 Cantilever Tury Mast: 20-32 Degree Lenses

THE B. N. S. F. RAILWAY COMPANY
 FHPM ESTIMATE FOR
 ARIZONA D.O.T.

LOCATION - GLENDALE

DETAILS OF ESTIMATE

PURPOSE, JUSTIFICATION AND DESCRIPTION

GLENDALE, AZ.: INSTALL NEW CROSSING CONTROLS AT 59 TH AND GLENDALE AVENUES.
 ARIZONA DIVISION., PHOENIX SUBDIVISION., L/S 7208, RRMP 183.91, DOT #025 418A -(1) / #025
 418A -(2).

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 LABOR, MATERIAL, AND OVERHEAD.

*****SIGNAL WORK ONLY*****

NOTE:
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 IS AT THE A.D.O.T.'S EXPENSE.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE SIGNALS	672.00	MH	13,889	
PAYROLL ASSOCIATED COSTS			7,700	
EQUIPMENT EXPENSES			2,486	
SUPERVISION EXPENSES			8,702	
INSURANCE EXPENSES			2,083	
TOTAL LABOR COST			34,860	34,860

MATERIAL				

CONDUIT, 3" STEEL:	200.00	FT	1,104	
BATTERY, ED 240	27.00	EA	5,832	
CABLE: 12 COND. #14 U.G.	200.00	FT	400	
CABLE: 3 COND. #2 U.G.	200.00	FT	720	
CABLE: 5 COND. #6 U.G.	600.00	FT	1,404	
CROSSING HOUSE, HXP 3R SYS.	1.00	EA	34,442	
ELECTRICAL METER MATERIAL	2.00	EA	3,000	
MISC. FIELD MATERIAL	1.00	LS	1,500	
RELAY	1.00	EA	345	
REMOTE OFF HOUSING	1.00	EA	18,600	
SHUNT, FSS-1A	2.00	EA	1,390	
TK WIRE: #6 TWISTED	800.00	FT	520	
TRACK CONNECTION KIT	1.00	EA	112	
WIRING PACKAGE	1.00	EA	490	
STORE EXPENSES			1,719	
USE TAX			3,570	
OFFLINE TRANSPORTATION			873	
TOTAL MATERIAL COST			76,021	76,021

OTHER				

COMMERCIAL POWER SERVICE	2.00	EA	500	
CONTRACT ENGINEERING-SIGNAL	1.00	LS	6,000	
DIRECT SHIPPING	1.00	LS	6,820	
EQUIPMENT RENTAL	1.00	LS	7,800	
FLAGGING AND BARRICADES	1.00	LS	2,000	
REMOTE CROSSING ALARM INTERFACE	1.00	EA	300	
SURFACE ROCK	1.00	LS	200	
TOTAL OTHER ITEMS COST			23,620	23,620
SUBTOTAL				134,501

TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "A"
 Sheet 8 of 17

LESS CREDIT FOR SALVAGED MATERIAL	-200
PROJECT SUBTOTAL	134,301
CONTINGENCIES	13,430
BILL PREPARATION FEE	739
GROSS PROJECT COST	148,470
LESS COST PAID BY BNSF	0
TOTAL BILLABLE COST	148,470

TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
Agreement No. 1531-91-ATSF
EXHIBIT "A"
Sheet 9 of 17

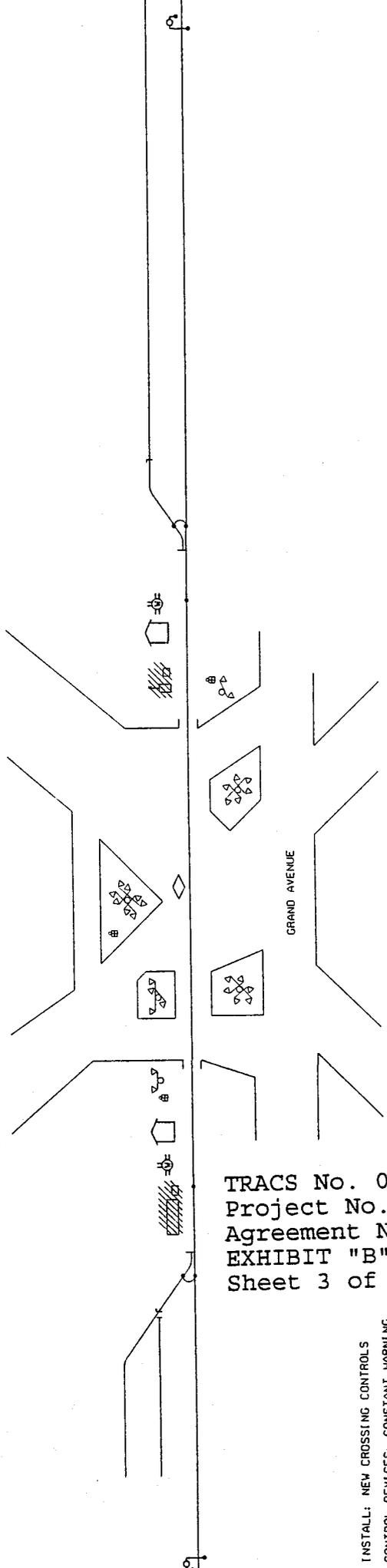
The Burlington Northern & Santa Fe Railway Company

TO PHOENIX

TO DENVER

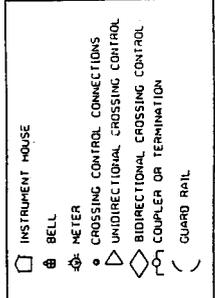


59 TH AVENUE
 GLENDALE AVENUE
 GRAND AVENUE



TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "B"
 Sheet 3 of 7

INSTALL: NEW CROSSING CONTROLS
 CONTROL DEVICES: CONSTANT WARNING
 BOLD- IN
 SLASH- OUT
 SALVAGE: \$200.00



Warning device placement:
 Clearance to C.L. Track: Min. 12', Max. 20'
 Edge of Road to C.L. Foundation:
 Min. 41' with curb,
 Min. 31' without curb,
 Min. 21' with curb,
 Min. 11' without curb.
 House Clearance:
 25' Min. to C.L. of Track
 30' Min. to Edge of Road
 Front Lights: 30-15 Degree Lenses
 Back and Side Lights: 0 Degree Lenses
 Cantilever Junc. Mast: 20-32 Degree Lenses

BNSF RAILWAY CO.
 ESTIMATE SKETCH
 PHOENIX SUBDIVISION
 59TH AND GLENDALE AVE
 GLENDALE, AZ MP 183.91
 DDT #825 418A
 KANSAS CITY
 NO SCALE DATE: 03-15-99
 File: 7288.083-N

BILL PREPARATION FEE

499

GROSS PROJECT COST
LESS COST PAID BY BNSF

100,296
0

TOTAL BILLABLE COST

100,296

TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
Agreement No. 1531-91-ATSF
EXHIBIT "A"
Sheet 11 of 17

The Burlington Northern & Santa Fe Railway Company

TO DENVER

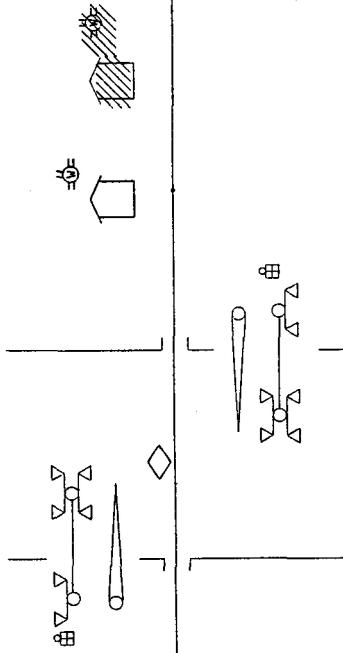
TO ASPEN

EASTWARD 28 MPH

MINIMUM 120'

EASTWARD 28 MPH

WESTWARD 28 MPH



PALMAIRE DRIVE
MP 183.70

TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
Agreement No. 1531-91-ATSF
EXHIBIT "B"
Sheet 4 of 7

INSTALL: NEW CROSSING CONTROLS
CONTROL DEVICES: CONSTANT WARNING
BOLD - IN
SLASH - OUT
SALVAGE: \$200.00

- INSTRUMENT HOUSE
- ⊕ BELL
- ⊙ METER
- ⊕ CROSSING CONTROL CONNECTIONS
- ⊕ UNIDIRECTIONAL CROSSING CONTROL
- ⊕ BI-DIRECTIONAL CROSSING CONTROL
- ⊕ COUPLER OR TERMINATION
- ⊕ GUARD RAIL

Warning device placement:
Clearance to C.L. of Track: Min. 12'; Max. 20'
Edge of Road to C.L. Foundation:
Min. 81' without curb
Min. 81' with curb
Min. 12'
House Clearance:
25 Min. to C.L. of Track
30 Min. to Edge of Road
30 Min. to Foundation
Back and Side Lights: 70 Degree Lenses
Cantilever Jury Mast: 20-32 Degree Lenses

BNSF RAILWAY CO.
ESTIMATE SKETCH
PHOENIX SUBDIVISION
PALMAIRE DRIVE
GLENDALE, AZ M.P. 183.70
007# 025 416L
KANSAS CITY
NO SCALE DATE: 3-15-99
T.161 7266.183.70

1

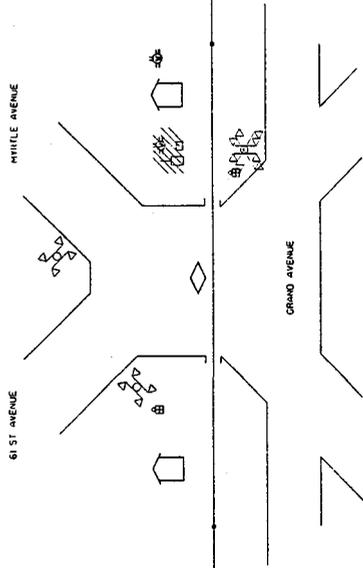
LESS CREDIT FOR SALVAGED MATERIAL	-200
PROJECT SUBTOTAL	112,826
CONTINGENCIES	11,282
BILL PREPARATION FEE	621
GROSS PROJECT COST	124,729
LESS COST PAID BY BNSF	0
TOTAL BILLABLE COST	124,729

TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
Agreement No. 1531-91-ATSF
EXHIBIT "A"
Sheet 13 of 17

The Burlington Northern & Santa Fe Railway Company

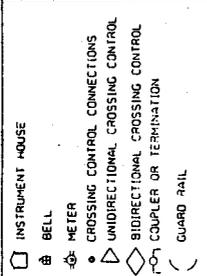
TO DENVER

TO PHOENIX



TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "B"
 Sheet 5 of 7

INSTALL: NEW CROSSING CONTROLS
 CONTROL DEVICES: CONSTANT WARNING
 BOLD- IN
 SLASH- OUT
 SALVAGE: \$200.00



Warning device placement:
 Clearance to C.L. Track: Min. 12', Max. 20'
 Edge of Road to C.L. Foundation:
 Min. 1' with curb,
 Min. 8' without curb,
 Max. 12'
 House Clearance:
 25' Min. to C.L. of Track
 Front Lights: 30' Min. to Edge of Road
 Back or Side Lights: 7' to 15' Degree Lenses
 Contingency: 20-32 Degree Lenses

BNSF RAILWAY CO.
 ESTIMATE SKETCH
 PHOENIX SUBDIVISION
 61ST & MYRTLE AVE.
 GLENDALE, AZ. M.P. 183.59
 DOT# 825 415E
 KANSAS CITY
 NO SCALE DATE: 23-15-99
 File# 7208 18359

THE B. N. S. F. RAILWAY COMPANY
 FHPM ESTIMATE FOR
 ARIZONA D.O.T.

LOCATION - GLENDALE

DETAILS OF ESTIMATE

PURPOSE, JUSTIFICATION AND DESCRIPTION

GLENDALE, AZ.: NEW CROSSING CONTROLS AT ORANGEWOOD AVENUE.
 ARIZONA DIVISION., PHOENIX SUBDIVISION., L/S 7208, RRMP 183.24, DOT #025 414X.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY. THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BN&SF RAILROAD.

THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

*****SIGNAL WORK ONLY*****

NOTE:

PROJECT TO CONSIST OF INSTALLING NEW CONTROL HOUSING ONLY.

THE ARIZONA DEPARTMENT OF TRANSPORTATION IS SPONSORING THIS PROJECT. 100% OF BNSF'S COST IS AT THE A.D.O.T.'S EXPENSE.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

PLACE SIGNALS	448.00	MH	9,259	
PAYROLL ASSOCIATED COSTS			5,133	
EQUIPMENT EXPENSES			1,657	
SUPERVISION EXPENSES			5,801	
INSURANCE EXPENSES			1,388	
TOTAL LABOR COST			23,238	23,238

MATERIAL				

CONDUIT, 3" STEEL:	150.00	FT	828	
BATTERY, ED 240	27.00	EA	5,832	
CABLE: 3 COND. #2 U.G.	100.00	FT	360	
CABLE: 5 COND. #6 U.G.	300.00	FT	702	
CROSSING HOUSE, HXP 3R SYS.	1.00	EA	34,442	
ELECTRICAL METER MATERIAL	1.00	EA	1,500	
MISC. FIELD MATERIAL	1.00	LS	1,000	
RELAY	1.00	EA	345	
SHUNT, FSS-1A	2.00	EA	1,390	
TK WIRE: #6 TWISTED	350.00	FT	228	
TRACK CONNECTION KIT	1.00	EA	112	
WIRING PACKAGE	1.00	EA	490	
STORE EXPENSES			1,161	
USE TAX			2,413	
OFFLINE TRANSPORTATION			588	
TOTAL MATERIAL COST			51,391	51,391

OTHER				

COMMERCIAL POWER SERVICE	1.00	EA	250	
CONTRACT ENGINEERING-SIGNAL	1.00	LS	6,000	
DIRECT SHIPPING	1.00	LS	3,400	
EQUIPMENT RENTAL	1.00	LS	5,200	
FLAGGING AND BARRICADES	1.00	LS	1,500	
REMOTE CROSSING ALARM INTERFACE	1.00	EA	300	
SURFACE ROCK	1.00	LS	200	
TOTAL OTHER ITEMS COST			16,850	16,850
SUBTOTAL				91,479
LESS CREDIT FOR SALVAGED MATERIAL				-400
PROJECT SUBTOTAL				91,079

TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "A"
 Sheet 14 of 17

CONTINGENCIES	9,107
BILL PREPARATION FEE	501

GROSS PROJECT COST	100,687
LESS COST PAID BY BNSF	0

TOTAL BILLABLE COST	100,687

TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
Agreement No. 1531-91-ATSF
EXHIBIT "A"
Sheet 15 of 17

The Burlington Northern & Santa Fe Railway Company

10 ASH FORK

10 PAVEMENT

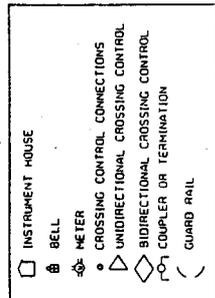


ORANGEWOOD AVE.

GRAND AVENUE

TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
 EXHIBIT "B"
 Sheet 6 of 7

INSTALL: NEW CROSSING CONTROLS
 CONTROL DEVICES: CONSTANT WARNING
 BOLD- IN
 SLASH- OUT
 SALVAGE: \$400.00



Warning device placement:
 Clearance to C.L. of Track: Min. 12', Max. 20'
 Edge of Road to C.L. of Foundation: Min. 10', Max. 15'
 Min. 8'1" without curb,
 Max. 12'
 House Clearance:
 25 Min. to C.L. of Track
 30 Min. to Edge of Road
 30 Min. to Foundation
 Back and Side Lights: 20 Degree Lenses
 Cantilever Jury Mast: 20-32 Degree Lenses

BNSF RAILWAY CO.
 ESTIMATE SKETCH
 PHOENIX SUBDIVISION
 ORANGEWOOD AVE.
 GLENDALE, AZ MP 183.24
 DDT # 825 41X
 KANSAS CITY
 NO SCALE DATE: 3-15-99
 File: 7208.183.24

SUBTOTAL	134,851
LESS CREDIT FOR SALVAGED MATERIAL	-200

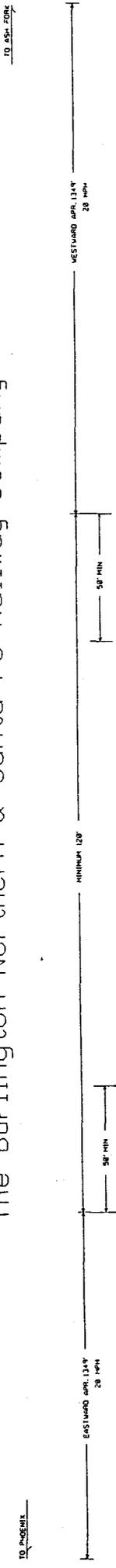
PROJECT SUBTOTAL	134,651
CONTINGENCIES	13,465
BILL PREPARATION FEE	741

GROSS PROJECT COST	148,857
LESS COST PAID BY BNSF	0

TOTAL BILLABLE COST	148,857

TRACS No. 0940 MA GLN SR139 01C
Project No. STP-000-6(123)P
Agreement No. 1531-91-ATSF
EXHIBIT "A"
Sheet 17 of 17

The Burlington Northern & Santa Fe Railway Company



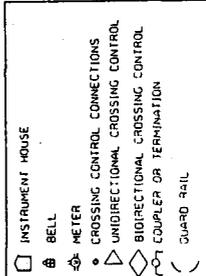
NORTHERN AVENUE

67 TH AVENUE

GRAND AVENUE

TRACS No. 0940 MA GLN SR139 01C
 Project No. STP-000-6(123)P
 Agreement No. 1531-91-ATSF
EXHIBIT "B"
 Sheet 7 of 7

INSTALL: NEW CROSSING CONTROLS
 CONTROL DEVICES: CONSTANT WARNING
 BOLD- IN
 SLASH- OUT
 SALVAGE: \$200.00



Warning device placement:
 Clearance to C.L. Track: Min. 12', Max. 20'
 Edge of Road to C.L. Track Foundation:
 Min. 8' - without curb
 Min. 8' - with curb
 Max. 12'
 House Clearance:
 25 Min. to C.L. of Track
 20 Min. to Edge of Road
 30 Min. to Edge of Road
 Back and Side Lights: 70 Degree Lenses
 Cantilever: JURY Post: 20-32 Degree Lenses

BNSF RAILWAY CO.
 ESTIMATE SKETCH
 PHOENIX SUBDIVISION
 67TH & NORTHERN AVE.
 GLENDALE, AZ. M.P. 182.56
 001* 825 413R
 KANSAS CITY
 NO SCALE DATE: 3-15-99
 File: 7288 182.56

STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION

Agreement No. 1531-91-ATSF Agreement Addendum No. 1
Company's Name ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
Address 740 E. Carnegie Drive, San Bernardino, CA 92408-3571

Company hereby agrees to modify the existing referenced agreement and to do the work hereinafter set forth for Department of Transportation in accordance with the original agreement, the modified provisions of this form and of the attached sheets, if any, and Company agrees to receive and accept as full compensation therefor the payment provided in the agreement as modified herein.

WHEREAS: Paragraph 3. of Agreement No. 1531-91-ATSF states:

It is agreed that the work to be performed by RAILROAD is a part of Federal-Aid project. Pursuant to the provisions of Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart B, there is no ascertainable net benefit to RAILROAD, and STATE agrees to reimburse RAILROAD for one hundred percent (100%) of the cost and expense incurred by RAILROAD in the furnishing of materials and performing work of the installing surfacing, and for ninety percent (90%) of the cost and expense incurred in the furnishing of materials and performing the work of installing SIGNALS as described in the "Summary of Estimate", marked EXHIBIT "A", attached to and made a part hereof. Pursuant to A.R.S. Subsection §40-337.02, the remaining ten percent (10%) of cost of furnishing and installing SIGNALS shall be billed directly against the Arizona Corporation Commission.

WHEREAS: Paragraph 3. of Agreement 1531-91-ATSF is revised as follows:

It is agreed that the work to be performed by RAILROAD is a part of a Federal-Aid project. Pursuant to the provisions of Federal-Aid Policy Guide Subchapter G, Part 646, Subpart B, there is no ascertainable net benefit to RAILROAD, and STATE agrees to reimburse RAILROAD for one hundred percent (100%) of the cost and expense incurred by RAILROAD in furnishing of materials and performing work as described in the "Summary of Estimate", marked EXHIBIT "A", attached to and made a part hereof.

THEREFORE: The parties hereto agree that Paragraph 3. of Agreement 1531-91-ATSF is hereby amended as shown herein. All other provisions of Agreement No. 1531-91-ATSF shall remain unabrogated.

The Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to pay same: provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ARIZONA DEPARTMENT OF TRANSPORTATION
By William R. Briscoe
WILLIAM R. BRISCOE, P.E.
Utility & Railroad Engineering Section
Date 6-9-95

ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
By Rafael Miguel
Manager Public Projects
Date June 6, 1995

FORM APPROVED
FENNEMORE CRAIG
By [Signature]
General Attorneys, Arizona

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

Agreement No. 1531-91-ATSF

Agreement Addendum No. 2

Company's Name: The Burlington Northern and Santa Fe Railway Company
Address: 740 E. Carnegie Drive, San Bernardino, CA 92408-3571

The purpose of this addendum is to modify the Company name as stated herein:

WHEREAS: Agreement No. 1531-91-ATSF terms the "RAILROAD" as ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY.

WHEREAS: Agreement No. 1531-91-ATSF is revised to term the "RAILROAD" as THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY.

THEREFORE: The parties hereto agree that Agreement No. 1531-91-ATSF is hereby amended as shown herein. All other provisions of Agreement No. 1531-91-ATSF shall remain unabrogated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ARIZONA DEPARTMENT OF TRANSPORTATION

THE BURLINGTON NORTHERN AND SANTA
FE RAILWAY COMPANY

By William R. Briscoe
WILLIAM R. BRISCOE, P.E.
Utility & Railroad Engineering Section

By M. W. Amick
Vice President and Chief Engineer

Date 3-25-97

Date 3/5/97

~~AG CONTRACT NO.~~ KR97-2845-TRN

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
UTILITY AND RAILROAD ENGINEERING SERVICES

MASTER
RAILROAD AGREEMENT
With
ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY
For
FEDERAL AID
Railroad Crossing Projects

Agreement No. 1531-91-ATSF
RAIL/HIGHWAY SAFETY PROGRAM

THIS AGREEMENT by and between ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation, herein termed "RAILROAD," and STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, herein termed "STATE",

WITNESSETH:

The parties hereto desire to set forth by this instrument their understanding and agreements with respect to the installation, at various times, of railroad protective devices and/or roadway crossing materials with track rehabilitation, if required, throughout the State of Arizona, where a roadway crosses the property and tracks of RAILROAD.

AGREEMENT:

NOW THEREFORE, it is mutually agreed as follows:

1. The work to be performed by RAILROAD under this agreement is hereinafter referred to as "PROJECT".

2. RAILROAD agrees to furnish all labor, materials, tools and equipment necessary to install such protective devices including necessary actuating and operating circuits and adequate instrument housing and/or roadway crossing materials with track rehabilitation, if required, upon its property at certain designated grade crossings specified in Exhibit "A" and "B" as supplemented for each additional crossing.

3. It is agreed that the work to be performed by RAILROAD is a part of a Federal-Aid project. Pursuant to the provisions of Federal-Aid Policy Guide Subchapter G Part 646 Subpart B, there is no ascertainable net benefit to RAILROAD, and STATE agrees to reimburse RAILROAD for one hundred percent (100%) of the cost and expense incurred by RAILROAD in furnishing the materials and performing work of installing of roadway crossing materials, and for ninety percent (90%) of the

Agreement No. 1531-91-ATSF

cost and expense incurred in the furnishing of materials and performing the work of installing railroad protective devices described in Exhibit "A", as supplemented from time to time. Pursuant to A.R.S. Subsection 40-337.02, the remaining ten percent (10%) of the cost of furnishing and installing railroad protective devices shall be billed to, and be the responsibility of, the Arizona Corporation Commission.

4. It is understood and agreed that the STATE is acting solely as an agent for the project sponsor in securing and administering Federal funds for each PROJECT. STATE'S liability is expressly limited to the securing and administering of Federal funds and STATE assumes no other liability hereunder for the project sponsor.

5. Following written authorization by STATE, RAILROAD will construct the PROJECT in a good and workmanlike manner in accordance with Exhibit "B", and the latest standards prescribed by the Association of American Railroads and the Manual on Uniform Traffic Control Devices, Part VIII. RAILROAD shall complete the PROJECT within such time as is ordered by the Arizona Corporation Commission in its Opinion and Order. RAILROAD agrees to provide STATE written notification of the commencement and completion of the PROJECT.

Agreement No. 1531-91-ATSF

6. The work for each PROJECT shall be performed by RAILROAD forces at an agreed sum as supported by the analysis of estimated costs set forth in Exhibit "A". The agreed sum shall be payable in payments as follows:

- a. RAILROAD will order the materials for each PROJECT, and bill the STATE upon receipt, for materials and related costs, as set forth in Exhibit "A".
- b. Unless billed under subparagraph a. RAILROAD may submit monthly bills of at least \$5,000, prepared in satisfactory form, for work performed and material installed.
- c. Upon completion of all work under each PROJECT, RAILROAD shall arrange for a joint close-out inspection of the completed PROJECT. Upon determination by STATE that the work has been completed in accordance with Exhibits "A" and "B", RAILROAD will submit final and complete billing to the STATE, allowing credit for all

amounts received on a progressive basis, showing amount billed the Arizona Corporation Commission. STATE agrees to pay RAILROAD the difference in the final invoice and any previous payments for PROJECT. Any amount which STATE disagrees shall be paid under protest subject to resolution.

- d. All bills will be paid by STATE within sixty (60) days of receipt.

All expenses incurred by RAILROAD for work which STATE is obligated to reimburse RAILROAD for hereunder, including all work incidental to such work but not specifically mentioned herein, shall be subject to the provisions of the Federal-Aid Policy Guide Subchapter B Part 140 Subpart I.

7. Pursuant to A.R.S. Section 35-214, 35-215 and 41-1279.04, the books of RAILROAD shall be open for inspection and audit by authorized representatives of STATE and the Federal Government for a period of not less than five (5) years from the date final payment has been received by RAILROAD.

Agreement No. 1531-91-ATSF

STATE agrees to pay RAILROAD any sums found to be owing as a result of an audit within sixty (60) days of receipt of the audit by the Utility and Railroad Services of STATE. RAILROAD agrees to reimburse STATE, within sixty (60) days of notification, for any amount STATE disallows as a result of its audit. Any audit exceptions with which RAILROAD disagrees shall be paid to STATE under protest subject to resolution.

8. All billings shall contain STATE's project number and agreement number. The bill shall be sent to:

ARIZONA DEPARTMENT OF TRANSPORTATION
Utility & Railroad Engineering Services
205 South 17th Avenue
MAIL Drop 618E
Phoenix, Arizona 85007

9. Once installation of railroad protective devices and roadway crossing material has been completed, RAILROAD shall maintain the railroad protective devices and the crossing material two feet outside of each rail as long as they remain in place. However, RAILROAD shall be entitled to receive any contribution toward the cost of such maintenance as may be now or hereafter made available by means of any law, ordinance, regulation, order, grant or by other means or sources.

Agreement No. 1531-91-ATSF

10. Claims and disputes between STATE and RAILROAD involving sums less than \$100,000 and arising out of the terms of this Agreement relating to work performed, billing, and similar matters, shall be subject to arbitration, at the request of either party, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining; provided, however, that claims or disputes arising out of personal injury, death, property damage, or environmental incidents shall not be subject to arbitration without the concurrence of both parties, except to the extent otherwise required by the rules of Arizona courts.

11. In compliance with the regulations of the United States Department of Transportation, RAILROAD hereby agrees to comply fully with all of the provisions of Appendix "A", attached hereto and by this reference made a part of this Agreement: providing, however, that Appendix "A" shall be applicable only in those cases where RAILROAD does not perform the work contemplated in this Agreement with its own forces.

12. This Agreement is subject to the budgetary limitations set forth in Arizona Revised Statutes Subsection

Agreement No. 1531-91-ATSF

28-1823 through 28-1826 inclusive and is further subject to the provisions of Chapter 1 of Title 35, Arizona Revised Statutes.

13. STATE and RAILROAD each agrees to be liable to the other party for its own acts of negligence and the negligence of its own employees.

14. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of RAILROAD and the assigns of STATE.

15. RAILROAD is required to comply with Executive Order 75-5, "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Agreement.

16. Pursuant to A.R.S. Subsection 38-511, STATE may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of STATE or any of its departments or agencies is, at any time while this Agreement or any extension of it is in effect, an employee of any other party to this Agreement with respect to the subject matter of this Agreement.

Agreement No. 1531-91-ATSF

APPENDIX A
(Revised)

II EQUAL OPPORTUNITY

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of ~~the contractors commitments under this section II-2~~ and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of this Section II-2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department 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 vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

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:

a. Compliance With Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the 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 herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall 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 B of the Regulations.

c. 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 leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. 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 to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department 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 highway department 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.