



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 7, 2008

County of Kankakee  
Kankakee County  
Section 07-00080-01-SP  
Project RRP-091(124)  
Job No. C-93-011-08

**RECEIVED**

**MAY 9 2008**

**Illinois Commerce Commission  
RAIL SAFETY SECTION**

RE: The installation of new flashing light signals and gates controlled by CWT circuitry at CH 6 (2750 W) at the Norfolk Southern Railway Company tracks  
AAR DOT # 534 398V                      RR MP 104.43

Mr. B. L. Sykes, Chief Engineer  
C&S Engineering  
Norfolk Southern Corporation  
1200 Peachtree Street, N.E., Box 123  
Atlanta, Georgia 30309

Dear Mr. Sykes:

Your copy of the agreement executed by the department on May 5, 2008 is attached. The general layout plans, and estimate of cost in the amount of \$200,650.64 have been reviewed and are accepted.

Upon approval of a Form 1 or Form 3 Petition by the Illinois Commerce Commission, you are authorized to proceed with the work at the subject location called for in the attached agreement. Please contact Mr. James W. Piekarczyk, Kankakee County Engineer at (815) 933-1731 for proper scheduling of activities.

Please provide us written notice when the project has been placed in service. All bills submitted for payment must be identified with the project, section, and job numbers.

Sincerely,

A handwritten signature in cursive script that reads "Charles Ingersoll".

Charles Ingersoll, P.E.  
Engineer of Local Roads and Streets

cc-  
Michael Stead    Attn: Rod Bergeron  
James W. Piekarczyk  
George Ryan    Attn: Kenneth Lang  
Debbie Marks

County of Kankakee  
Kankakee County  
Section 07-00080-01-SP  
Project RRP-091(124)  
Job No. C-93-011-08

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
for  
Local Agency Railway-Highway  
Grade Crossing Improvements

**RECEIVED**

MAY 9 2008

Illinois Commerce Commission  
RAIL SAFETY SECTION

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, Acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the County of Kankakee, State of Illinois, acting by and through its County Board, hereinafter referred to as the "LA" and the Norfolk Southern Railway Company, hereinafter referred to as the "COMPANY."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location listed on Exhibit A; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide". The "State Required Ethical Standards Governing Contract Procurement" is also attached hereto and made a part of this Agreement.

SECTION 2. The COMPANY shall prepare the general layout plans (including surveys and other engineering services), and detailed estimates of cost. These general layout plans and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2003 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of the cost of materials purchased,

delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

In the event the COMPANY fails to install the stored material within an 18-month period subsequent to payment to the COMPANY, the COMPANY shall promptly deliver the stored material to the STATE at a location indicated in a written notice to the COMPANY. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY for 100% of the amount billed. Payment under this paragraph shall not be claimed for any bill totaling less than \$500. Upon completion of the project, the COMPANY shall provide the STATE with a written notification of the date of completion. The COMPANY, upon completion of its work, shall submit a complete and detailed final bill of all incurred costs to the STATE no later than one year from the date of completion of the project. Otherwise, previous payments to the COMPANY may be considered final, except as agreed to by the STATE and the COMPANY. After the STATE has checked the final statement and agreed with the COMPANY that the costs are reasonable and

proper, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100% of the amount billed. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for any amount still owed to the COMPANY or bill the COMPANY for any overpayments or items of expense found as not being eligible for reimbursement.

The COMPANY shall maintain, for a minimum of 3 years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually

designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply.

SECTION 14. The COMPANY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U. S. Export Administration Act of 1979 or the regulations of the U. S. Department of Commerce promulgated under that Act.

SECTION 15. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 16. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 17. At the time this Agreement was executed, there were funds available for the project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project.

SECTION 18. The COMPANY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The COMPANY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the COMPANY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 53-6002016 and the COMPANY is doing business as a corporation.

Executed by the COMPANY this 28<sup>th</sup>  
day of February, 20 08.

Norfolk Southern Railway Company

ATTEST:

Jmsha O. Swain

By: Robert A. Baetle

Executed by the LOCAL AGENCY this 24<sup>th</sup>  
day of March, 20 08.

County of Kankakee

acting by and through its

County Board

ATTEST:

Brian Clark

By Paul K...

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

Milton R. Sees  
Milton R. Sees, Secretary of Transportation

5-5-08  
Date

Christine M. Reed  
Christine M. Reed, Director of Highways/Chief Engineer

5-5-08  
Date

## ATTACHMENT A

### STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCURMENT

The certifications hereinafter made by the COMPANY are each a material representation of fact. The STATE may terminate the agreement if it is later determined that the COMPANY rendered a false or erroneous certification.

**Bribery.** Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the COMPANY that it is not barred from being awarded a contract or subcontract under this Section. A COMPANY who makes a false statement, material to the certification, commits a Class 3 felony. The COMPANY certifies that it is not barred from being awarded a contract under Section 50-5.

**Educational Loan.** The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

**Bid Rigging/Bid Rotating.** Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the COMPANY that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A COMPANY that makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation. .

The COMPANY certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

**International Anti-Boycott.** Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the COMPANY agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The COMPANY makes the certification set forth in Section 5 of the Act.

**Drug Free Workplace.** The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the COMPANY is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The COMPANY certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance,

including cannabis, is prohibited in the COMPANY's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the COMPANY's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

**Delinquent Payment.** The COMPANY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use tax on all sales of tangible property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The COMPANY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the COMPANY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

**Felony Convictions.** The COMPANY certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953 for a period of five years prior to the date of the AGREEMENT. The COMPANY acknowledges that the DEPARTMENT shall declare the contract void if this certification is false.

**Environmental Protection Act.** The COMPANY certifies in accordance with 30 ILCS 500/50-12 that the COMPANY is not barred from being awarded a contract under this Section. The COMPANY acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: Norfolk Southern Railway Company

RR M.P.: 104.43            AAR DOT # 534 398V

Road Name: CH 6 (2750 W)

Location: CH 6 (2750 W) @ Norfolk Southern Railway near Kankakee, Illinois

EXISTING CONDITIONS:

One mainline track equipped with flashing light signals

DESCRIPTION OF WORK TO BE DONE BY RAILROAD:

1. Install crossing gates.
2. Incidental work necessary to complete the items hereinabove specified.

DESCRIPTION OF WORK TO BE DONE BY OTHERS:

Local Agency agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. When a marked traffic detour is required, the Local Agency at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

ATTACHMENTS:

State Required Ethical Standards Governing Contract Procurement  
Location Map

ESTIMATED RAILROAD COST: \$ 200,650.64

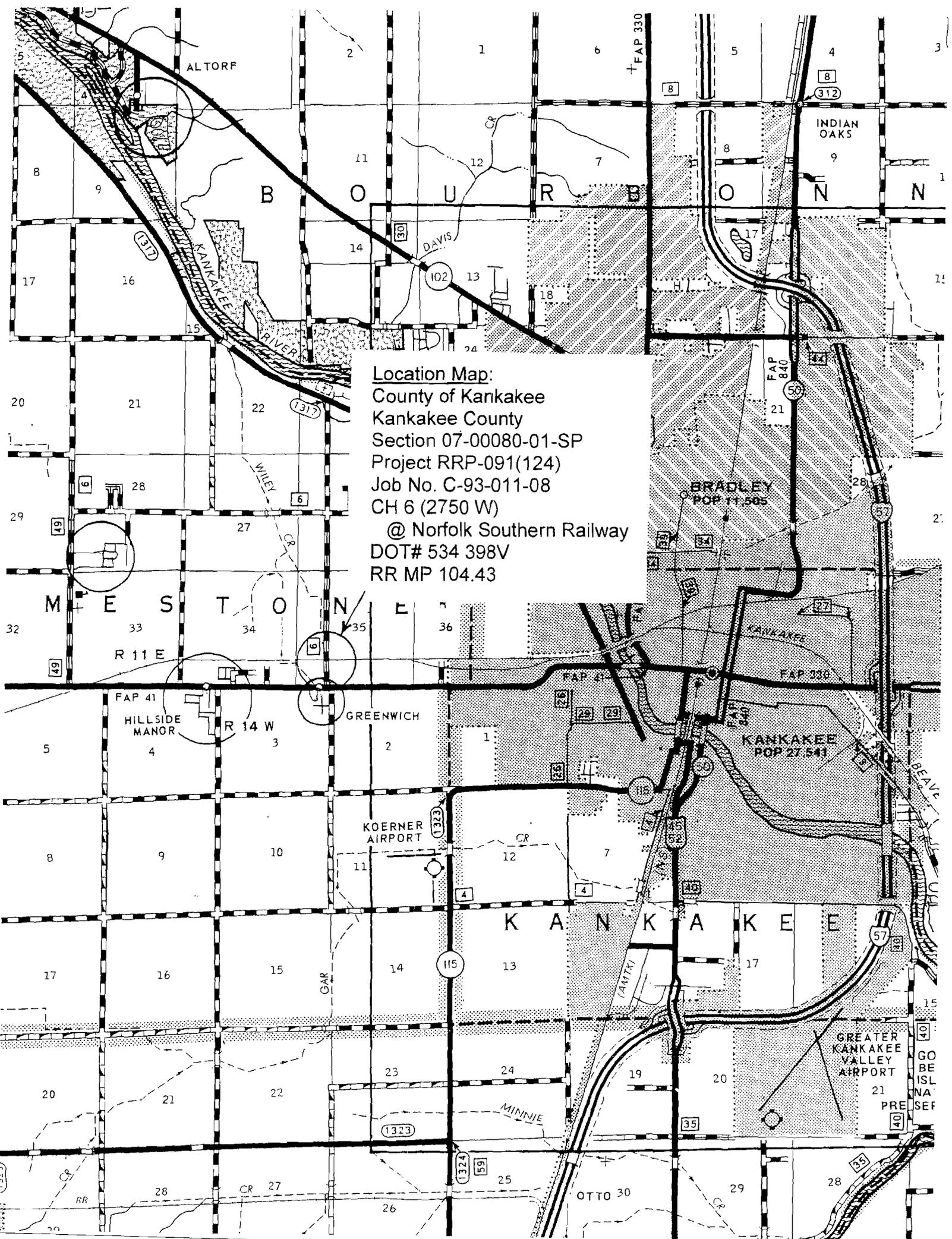
100% Federal participation \$ 200,650.64

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Mr. James W. Piekarczyk, P.O. Box 825, 750 S. East Ave., Kankakee, IL 60901  
(815) 933-1731

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

Charles Ingersoll, P. E.  
Engineer of Local Roads and Streets  
2300 South Dirksen Parkway  
Springfield, Illinois 62764



**Location Map:**  
 County of Kankakee  
 Kankakee County  
 Section 07-00080-01-SP  
 Project RRP-091(124)  
 Job No. C-93-011-08  
 CH 6 (2750 W)  
 @ Norfolk Southern Railway  
 DOT# 534 398V  
 RR MP 104.43

ALTON

INDIAN OAKS

B O U R B O R N

DAVIS

BRADLEY  
POP 11,505

KANKAKEE  
POP 27,541

HILLSIDE  
MANOR

GREENWICH

KOERNER  
AIRPORT

K A N K A K E E

GREATER  
KANKAKEE  
VALLEY  
AIRPORT

GO  
BE  
ISL  
NA  
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OTTO 30

**JAMES W. PIEKARCZYK, P.E.**  
**County Engineer**  
**Kankakee County Highway Dept**  
 P.O. Box 825 750 S East Avenue  
 KANKAKEE, IL 60901-0825  
 (815) 933-1731

**LETTER OF TRANSMITTAL**  
 Fax No. (815) 933-4499

Date:	<b>25-Mar-08</b>
Attention	<b>Charles Ingersoll</b>
RE:	

TO **Mr. Charles Ingersoll, P.E.**  
**Engineer of Local Roads & Streets**  
**2300 South Dirksen Parkway**  
**Springfield, IL 62764**

- WE ARE SENDING YOU**
- Attached
  - Under separate cover via \_\_\_\_\_ the following
  - Shop drawings
  - Prints
  - Plans
  - Specifications
  - Copy of letter
  - Change order
  - \_\_\_\_\_
  - Samples

Copies	Date	No.	Description
3			<b>Proposed Agreement between Norfolk Southern Railway, Kankakee County &amp; IDOT Re: upgrading of active warning devices CH 6</b>

- THESE ARE TRANSMITTED** as checked below
- For approval
  - Approved as submitted
  - Resubmit \_\_\_\_\_ copies for approval
  - For your use
  - Approved as noted
  - Submit \_\_\_\_\_ copies for distribution
  - As requested
  - Returned for corrections
  - Return \_\_\_\_\_ corrected prints
  - For review and comment
  - For your information
  - FOR BIDS DUE \_\_\_\_\_, 20\_\_
  - PRINTS RETURNED AFTER LOAN TO US
  - \_\_\_\_\_

**REMARKS** Forwarded as requested in letter.

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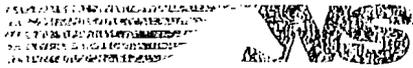
**COPY TO** \_\_\_\_\_

**SIGNED**

  
 James W. Piekarczyk, P.E.

(If enclosures are not as noted, kindly notify us at once)

RECEIVED  
 MAR 26 2008  
 COUNTY ENGINEER



Norfolk Southern Corporation  
Communications and Signal Department  
1200 Peachtree Street N.E. Box 123  
Atlanta, Georgia 30309

B. L. Sykes  
Chief Engineer  
C&S Engineering  
404/529-2105

rec'd by  
e-mail  
on 4-22-08

April 7, 2008  
CX0116259

Mr. Charles Ingersoll  
Engineer of Local Roads and Streets  
Illinois Department of Transportation  
2300 South Dirksen Parkway, Room 204  
Springfield, Il., 62764

Dear Mr. Ingersoll:

Please reference your letter of January 4, 2008, regarding the upgrade of automatic warning devices at CR-6/2750W in Kankakee, Kankakee County, Illinois. DOT: 534398V, MP: KS-i04.42.

Attached are two copies each of the detailed estimate, material list and engineering plans for the above project. If the engineering and estimate are satisfactory, please advise of your approval and when to proceed with the project.

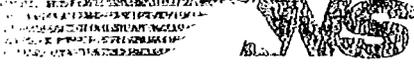
Sincerely,

B. L. Sykes

Attachment(s)

BLS/rhr/cjw/rjs

Cc: Mr. M. E. Stead w/plans & original with 2 cys. of Form 3  
Mr. T. W. Ambier, NS Corp., Norfolk, VA, w/cy. of Form 3



Norfolk Southern Corporation  
Communications and Signal Department  
1200 Peachtree Street N.E. Box 123  
Atlanta Georgia 30309

B. L. Sykes  
Chief Engineer  
C&S Engineering  
404/529-2105

March 24, 2008  
CX0116259

Mr. Michael E. Stead  
Railroad Safety Program Administrator  
Illinois Commerce Commissioner  
527 East Capitol Avenue  
P.O. Box 19280  
Springfield, IL 62794-9280

Dear Mr. Stead:

Please reference the Illinois Commerce Commission letter of January 4, 2008, regarding the improvement of automatic warning devices at CR-6/2750W in Kankakee, Kankakee County, Illinois, DOT: 534398V, Milepost KS-109.42.

We are providing to you two copies each of the detailed estimate, material list and preliminary engineering for this project. Also attached are the original and two (2) duplicates of the FORM 3 for this project.

Please advise if additional information is needed to assist in the preparation of this project for installation.

Sincerely,

B. L. Sykes

BLS\rhr\cjw\ijs

cc: T. W. Ambler, NS Corp., Norfolk, VA, with copy of FORM 3  
Mr. Charles Ingersoll, PE, IL DOT, with plans, material list and estimate for your approval.



Detailed Estimate for Grade Crossing Warning Devices

City/State: KANKAKEE, IL  
MilePost: KS-104.42  
State Proj. No.:  
S&E Proj. No.: 04.0153  
Man Days: 124

Road: CR-6 / 2750W  
DOT/AAR: 534398V  
County: KANKAKEE  
AFE: F10756  
File Number: 061-04.0516

<b>***Purchases - Others***</b>	
Meals and Lodging:	\$14,999.04
Rental of Equipment:	\$26,560.80
(2 Trucks, 1 Backhoe w/ Trailer	
Construction Supervision Vehicle:	\$2,124.86
Purchases - Other Total:	\$43,684.70
<b>***Material And Additives***</b>	
Material Cost:	\$70,135.00
Sales and Use Tax:	\$3,507.00
Material Handling Freight:	\$3,506.76
Material Total:	\$77,148.76
<b>***Labor And Additives***</b>	
Labor Cost:	\$31,248.00
(4 man crew at \$1,008.00 a day for: 31 days)	
Payroll Tax & Overheads:	\$30,826.15
Preliminary Engineering:	\$8,921.72
Construction Supervision:	\$8,821.31
Labor Total:	\$79,817.18
Project Cost:	\$200,650.64
Scrap / Salvage Credit:	\$0.00
<b>Project Total:</b>	<b>\$200,650.64</b>

Estimated on: 24-Mar-08

Estimated by: nam27

Estimate valid for 1 year from date of estimate



# Norfolk Southern Railway



## Highway Crossing Signalization Program - Material List

Do not substitute items without permission from S & E Engineering

City:	KANKAKEE
Road:	CR-6 / 2750W
Mile Post:	KS-104.42
Drawing Number:	31231045
State ProjectNumber:	
County:	KANKAKEE
A A R Number:	534398V
Project Number:	04.0153
File Number:	061-04.0516
New File Number:	CX0116259
A F E Number:	F10756
Store Number:	
Supervisor:	C.T. FERGUSON
Tax Code:	1200
Vendor to supply the following copies after pricing:	
1 Set - Material Management with original Invoice	
2 Sets - with plans shipped in car with material	
1 Set - S&E Gen. Supt. Construction w/copy of invoice	

Qty	Class-Item-CD	U/I	Price per Item	Total Price	Item Description	Quantity Shipped	Quantity Installed Date	Quantity Returned (Credit)	Special Instructions
3	670-360693-4	EA	\$5.04	\$15.12	AAR/DOT NUMBER PLATE/DECAL, ORDER 3 PER PROJECT 60 DAY LEAD TIME SUPPLIED BY STRAN				
1	165-006505-4	EA	\$1,051.54	\$1,051.54	AC SERVICE, COMPLETE LESS METER BASE, ASSEMBLED ON 30' POLE				
13	105-871901-4	EA	\$161.57	\$2,100.41	BATTERY, GNB 265AH MODEL 50A11 SINGLE CELL 2.25 VOLTS				
10	670-065723-4	EA	\$2.97	\$29.70	BOND, HEAD 6 1/2"x3/16", SIGNAL ERICO PRODUCTS CATA SBS24882, CR 02-067252				
100	670-065872-4	LF	\$0.45	\$45.00	BONDS/STRAND, 3/16 IN WIRE 4/64 IN PVC INSULATION OUTER WIRES TINNED ONLY, ALSO USED TO MAKE 4 AND 6 HOLD LONG BONDS.				
2	670-980689-4	EA	\$71.71	\$143.42	BRACKET HIGH WIND, (RIGID 3'), WIG- 191036, WALRUS TUSK TYPE				
2	670-561375-4	EA	\$1,197.90	\$2,395.80	BRACKET, GATE SAVER, NEG385102GS, SPRING LOADED SWING AWAY ADAPTER FOR FIBERGLASS/ALUMINUM GATES, USE WITH GATE 28' AND LESS				
1	670-356949-4	EA	\$97.00	\$97.00	CABLE, 10' GENERATOR HOOK UP, SERRMI P/N 40524, FEMALE CONNECTOR				
300	465-292862-4	LF	\$1.04	\$312.00	CABLE, U-2-6 TWISTED, S-23 OKONITE 113-12-3933 SOLID TINNED CONDUCTOR				
300	465-292929-4	LF	\$3.05	\$915.00	CABLE, U.G. 5 COND. NO. 6 AWG SOLID COPPER CABLE TO MEET NS CORP SPEC. FOR SIGNAL				
300	465-939422-4	LF	\$2.55	\$765.00	CABLE, UG 12 CONDUCTOR NO 14 AWG SOLID EACH CONDUCTOR WITH 5/64 IN INSULATION 10 MIL				
300	465-791835-4	FT	\$2.22	\$666.00	CABLE, UG AC ENTRANCE 3C#6-7X OKONITE FMPF-L 094-078 TR W/G 1 X 8 7X W010 BRZ TAPE 600V PRODUCT CODE 206-11-6070				
80	165-544477-4	FT	\$2.55	\$204.00	CONDUIT, 4"x10' PVC, SCHEDULE 80 BELL CONNECTOR AT ONE END, 1/2 PT GLUE IN KIT 670-123298-4				
25	670-918555-4	EA	\$3.70	\$92.50	CONNECTOR, WEB TRACK 1IN X 4IN LONG, FOR SHUNT CONN TO RAIL, INCLUDES WELD METAL & MOLDS (ERICO #SBTBBU4A)				
2	670-090450-4	EA	\$50.38	\$100.76	CONNECTOR, WELDED FAR RAIL HARMON A1000-2W				
2	670-486646-4	EA	\$41.62	\$83.24	CONNECTOR, WELDED NEAR RAIL HARMON A1000-1W				

APPROVED BY STATE APPROVED BY RAILROAD CAR NUMBER SEAL NUMBER

Qty.	Class-Item-CD	UI	Price per Item	Total Price	Item Description	Quantity Shipped	Quantity Installed Date	Quantity Returned (Credit)	Special Instructions
2	670-793404-4	EA	\$838.37	\$1,676.74	COUNTERWEIGHT PKAGE. 17-24'GATE STRAN S- MECH ONLY. STAINLESS. TO INCLUDE HUB, SUPPORT ARMS				
4	670-760012-4	EA	\$40.02	\$160.08	COVER. FOR 1 WAY FLASHING LIGHT ASSY 18 OZ. BLACK VINYL COATED NYLON. ===== TO COVER 2 LAMPS=====				
1	670-986650-4	EA	\$375.69	\$375.69	DISPOSAL. CONSTRUCTION DEBRIS AND CLEANING X'ING EQUIPMENT CONTAINER				
1	670-000004-4	EA	\$700.00	\$700.00	FCC LICENSE FOR MONITOR/RADIO				
2	670-000003-4	EA	\$255.85	\$511.70	FILL/STONE #57. QUANTITY IS BASED ON TRUCK LOAD PLUS DELIVERY COST				
2	670-015231-4	EA	\$423.50	\$847.00	FOUNDATION. DIXIE. S-2 GATE 26"X26"X56" ASSEMBLED				
2	670-001321-4	EA	\$308.35	\$616.70	GATE, ARM FIBERGLASS-ALUMINUM 17-24 FT., L&W OR US&S OR SAFETRAN 076600-240017 OR				
1	670-973180-4	EA	\$30,478.90	\$30,478.90	GCP 4000 1 TRK. REDUNDANT. (2TRK CHASSIS). WIRED RACK FOR 6X6 FARADAY, 2 EA SSCIII, 1 EA 20 AMP & 1 EA 40 AMP CRAIG CHARGER. WITH SEAR III. 2 RELAY RACKS. SAFETRAN T18808.				
1	670-011479-4	EA	\$332.11	\$332.11	GUARD, SIGNAL ARMCO LINER PLATE CIRCULAR 8'DIA. 10 GA GALVANIZED STEEL WITH (6) 5/8" GALVANIZED				
1	670-477991-4	EA	\$317.90	\$317.90	KIT, GROUNDING ASSY FOR AL I/S INCLUDES 8 GRD RDS.200#4WIRE.12 4 WIRE ONE-SHOTS. ERICO SBK206				
1	670-123298-4	EA	\$256.93	\$256.93	KIT, HARDWARE SUPPLIES REQUIRED X'ING P'CKAGES. WEB CONNECTORS FOR SHUNT(8EA) TAPE. AMPS.P'GUM PAINT.SLEEVES.TAGS.GLUE. 100 EA WHITE TAGS. JNE CAN BLUE MARKING PAINT ETC.				
2	670-764166-4	EA	\$907.65	\$1,815.30	LAMP ASSY. 5" MAST MTG. 2W IND. 20" BKGRD. FLX-12 W/BULB STRAN #042003-487XNS				
6	165-643547-4	EA	\$4.30	\$25.80	LAMP. 18 WATT 10 VOLT S-11 SC BAY 18S11/1SC CLEAR RWY SIGNAL UJ-71463 GE				
4	255-590880-4	EA	\$16.12	\$64.48	LOCK. AMERICAN LOCK MODEL H-10KA KEYPED ALIKE TO PRIVATE KEYWAY D456 AND STAMPED "NS SIG"				
2	670-637778-4	EA	\$1,031.41	\$2,062.82	MAST. 5" ALUMINUM 13'10" WITH DOUBLE JCT. BOX BASE. STRAN P# 070519-11AX.				

APPROVED BY STATE APPROVED BY RAILROAD CAR NUMBER SEAL NUMBER

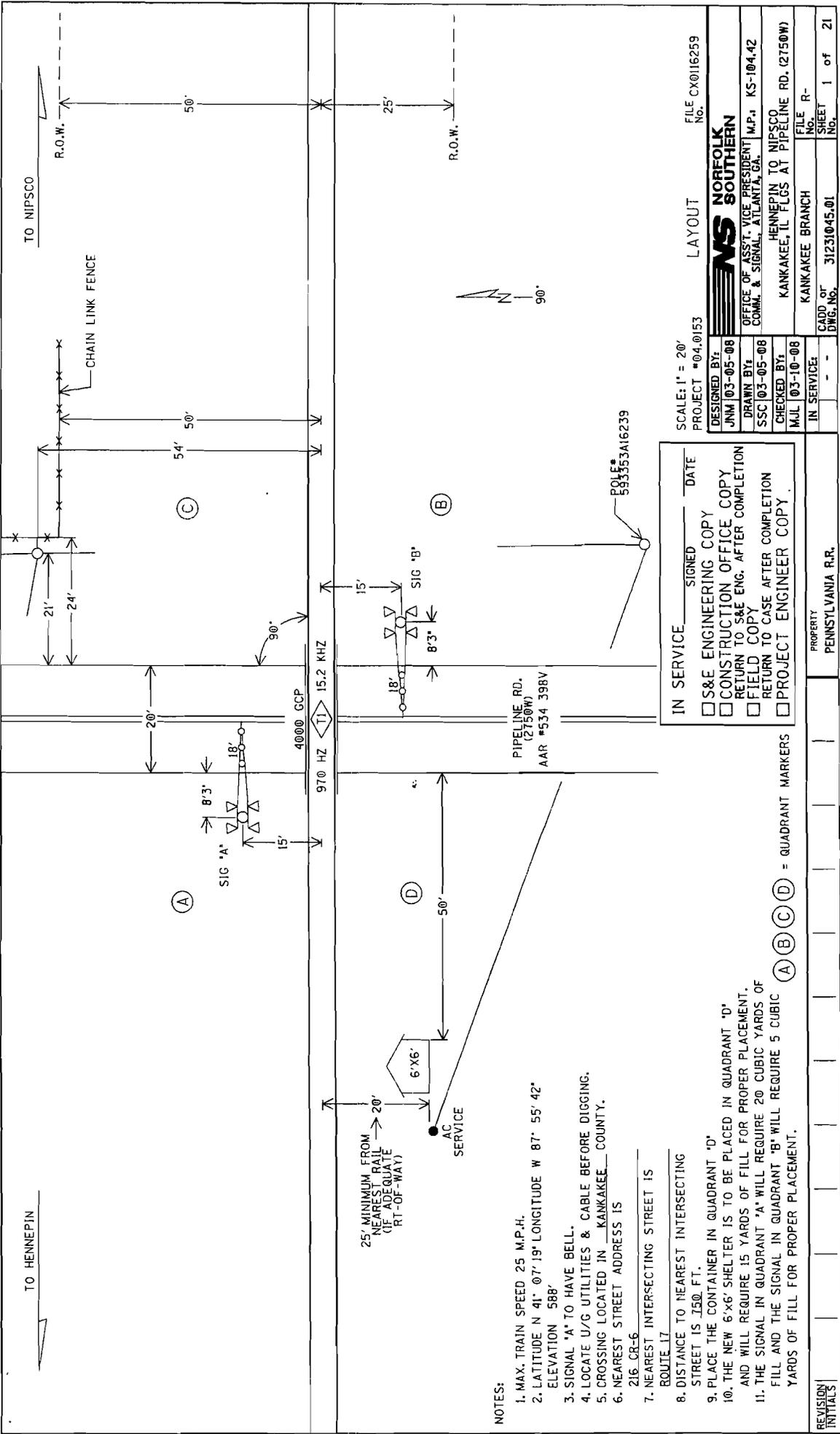
Qty	Class-Item-CD	U	Price per Item	Total Price	Item Description	Quantity Shipped	Quantity Installed Date	Quantity Returned (Credit)	Special Instructions
2	670-850933-4	EA	\$3,352.65	\$6,705.30	MECHANISM, GATE MODEL S-60, WITH DEFROSTER AND MINI TRACKSIDE SENSOR S'TRAN # 0740007-X002B3				
3	670-000001-4	EA	\$726.23	\$2,178.69	MISC. MATERIAL				
1	670-001347-4	EA	\$63.27	\$63.27	PACKAGE, HARDWARE SIGN 5 IN MOUNTING, SERRMI A1250-5, HARMON @200965-000, OR				
1	255-646807-4	EA	\$10.38	\$10.38	PADLOCK, SAFETRAN PART NO. 030399-29X SCREW TYPE FOR CIR CONTROLLER AND RTY BOX				
1	670-514605-4	EA	\$8.45	\$8.45	PINNACLE, W-C SECT 1-11, 4" & 5" REF K1 110-8 OR SAFETRAN NO. @035045-503X				
1	670-555609-4	EA	\$45.12	\$45.12	PLUGBOARD, TYPE B-1 GRS A62-506 OR HARMON @7062-506 OR				
1	165-902002-4	EA	\$308.00	\$308.00	PROTECTOR, SURGE 120/240VAC, ERICO P/N EPD120/240TDFL				
4	465-002899-4	EA	\$22.06	\$88.24	REEL, CABLE DISPOSABLE FOR CROSSING SIGNAL PACKAGES				
1	670-742096-4	EA	\$41.80	\$41.80	RELAY INTERFACE PROBE, ULTRATECH PN 16031-00				
1	670-456936-4	EA	\$150.00	\$150.00	RELAY RACK, SWING, FARADAY SHELTER FOR ONE RELAY, SSFETRAN P/N T15331				
1	670-707995-4	EA	\$313.67	\$313.67	RELAY, TYPE B1, NEV LINE, 900 OHMS, .008 AMPERES GRS A62-308 OR SAFETRAN @400003				
2	435-805560-4	EA	\$6.25	\$12.50	SAND, 25LB BAG FOR CABLE ENTRANCE INTO THE SHELTER				
1	670-027556-4	EA	\$2,923.58	\$2,923.58	SEARIII ACCESSORY PACKAGE, W/2-ILOD, 1-E-BELL, 2-GTS, 1-GFT, 1-VHFC, WITHOUT MTSS/SEAR UNIT				
1	670-281280-4	EA	\$7,006.00	\$7,006.00	SHELTER BARE 6X6, ALUMN, FARADAY, W/CABLE CHUTES BEHIND TERMINAL BOARD, W/GEN CONN, W/ADJUSTABLE PIERS, SAFETRAN P/N 058400-66-78A				
2	670-586967-4	EA	\$37.68	\$75.36	SHUNT COVER W/LAG SCREWS, 19"X19", SERRMI #40271, ORDER 1 PER SHUNT				
2	670-688850-4	EA	\$370.27	\$740.54	SHUNT, MULTI-FREQ, #62775-3497 SAFETRAN NARROW BAND				
1	670-393331-4	EA	\$37.43	\$37.43	SIGN CROSSING MALFUNCTION ASSEMBLY FOR 4" AND 5" MAST, SAFETRAN #T17215				
2	670-806648-4	EA	\$56.42	\$112.84	SIGN, X-BUCK, LESS HARDWARE, SAFETRAN 035200-X CR 02-490546				

APPROVED BY STATE APPROVED BY RAILROAD SEAL NUMBER CAR NUMBER

Location: KANKAKEE	IL	S&E Proj. No.: 04.0153	AFE No.: F10756	Drawing No.: 31231045							
Store No.:		P.O. Number:	Date Required:	Date Shipped:							
				Vendor: Safetran Systems Corp.							
Qty.	Class-Item-CD	U	Price per Item	Total Price	Item Description	Quantity Shipped	Date	Quantity Installed	Date	Quantity Returned	Special Instructions
2	670-006438-4	EA	\$11.09	\$22.18	TAPE, 4" X 96" REFLECTIVE APPLY TO BACK OF X-BUCK SIGN, ONLY IN IA., IN., IL., AL. 035200-555X						
1	670-330382-4	RL	\$15.68	\$15.68	TAPE, THOR 3" DURATEC. ORANGE 1000' LENGTHS. "WARNING STOP DIGGING"						
1	610-065626-4	EA	\$17.55	\$17.55	ULTRA-TECH 15206-01 CONNECTIVITY BLOCK FOR GRS B1 RELAY						

Total Material: \$70,135.22

APPROVED BY STATE | APPROVED BY RAILROAD | CAR NUMBER | SEAL NUMBER



**NOTES:**

1. MAX. TRAIN SPEED 25 M.P.H.
2. LATITUDE N 41° 07' 19" LONGITUDE W 87° 55' 42" ELEVATION 588'
3. SIGNAL 'A' TO HAVE BELL.
4. LOCATE U/G UTILITIES & CABLE BEFORE DIGGING.
5. CROSSING LOCATED IN KANKAKEE COUNTY.
6. NEAREST STREET ADDRESS IS 216 CR-6
7. NEAREST INTERSECTING STREET IS ROUTE 17
8. DISTANCE TO NEAREST INTERSECTING STREET IS 150 FT.
9. PLACE THE CONTAINER IN QUADRANT 'D'
10. THE NEW 6'x6' SHELTER IS TO BE PLACED IN QUADRANT 'D' AND WILL REQUIRE 15 YARDS OF FILL FOR PROPER PLACEMENT.
11. THE SIGNAL IN QUADRANT 'A' WILL REQUIRE 20 CUBIC YARDS OF FILL AND THE SIGNAL IN QUADRANT 'B' WILL REQUIRE 5 CUBIC YARDS OF FILL FOR PROPER PLACEMENT.

(A) (B) (C) (D) = QUADRANT MARKERS

IN SERVICE \_\_\_\_\_ SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

S&E ENGINEERING COPY

CONSTRUCTION OFFICE COPY

RETURN TO S&E ENG. AFTER COMPLETION

FIELD COPY

RETURN TO CASE AFTER COMPLETION

PROJECT ENGINEER COPY

SCALE: 1" = 20'

PROJECT #04.0153

DESIGNED BY: JNM 103-05-08

DRAWN BY: SSC 103-05-08

CHECKED BY: MJL 103-10-08

IN SERVICE: - -

LAYOUT

FILE NO. CX0116259

**NORFOLK SOUTHERN**

OFFICE OF ASST. VICE PRESIDENT COMM. & SIGNAL, ATLANTA, GA. M.F.# KS-104.42

HENNEPIN TO NIPSCO KANKAKEE, IL FLGS AT PIPELINE RD. (2750W)

KANKAKEE BRANCH

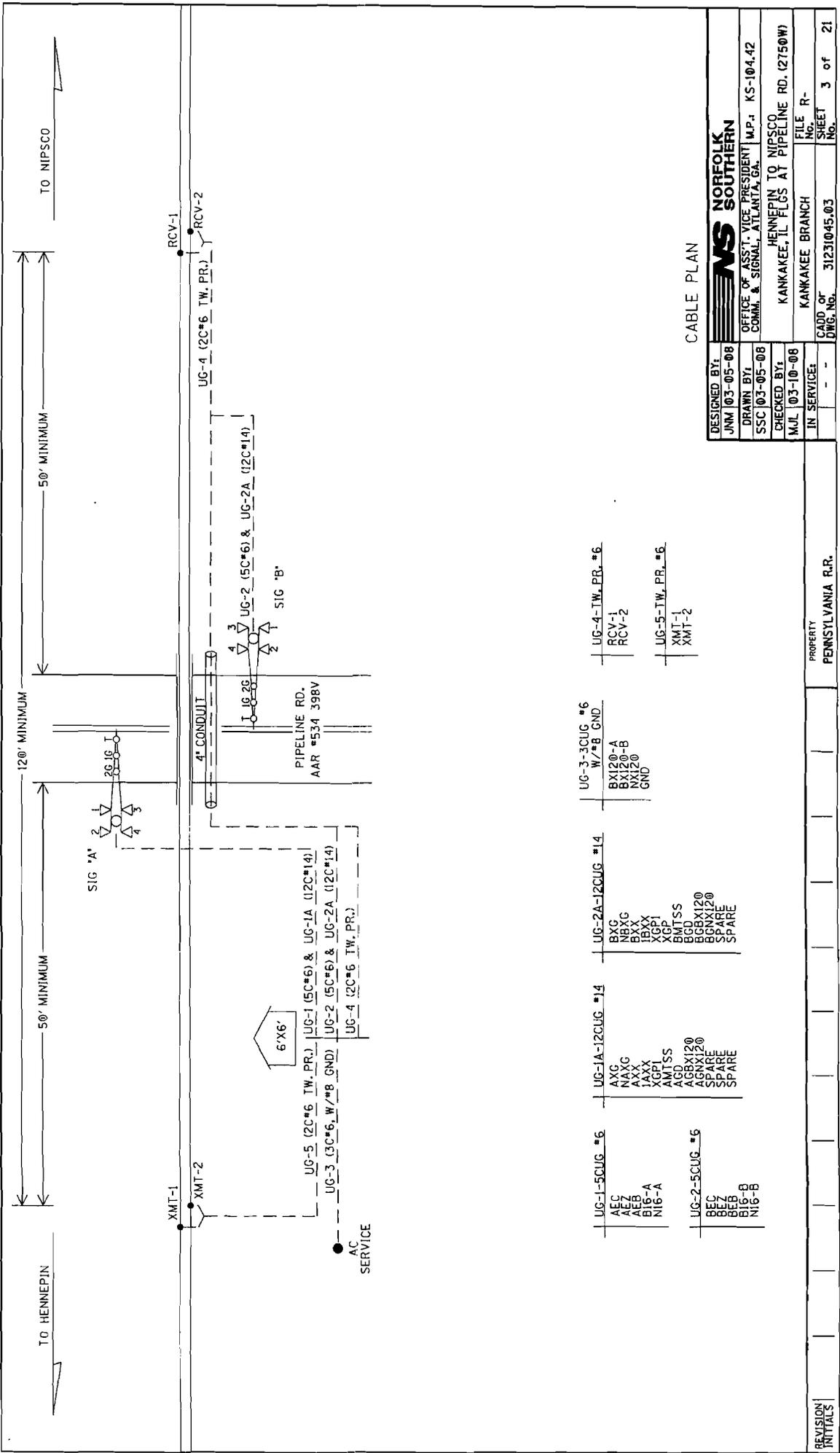
FILE NO. R-

SHEET No. 1 of 21

PROPERTY PENNSYLVANIA R.R.

REVISION INITIALS



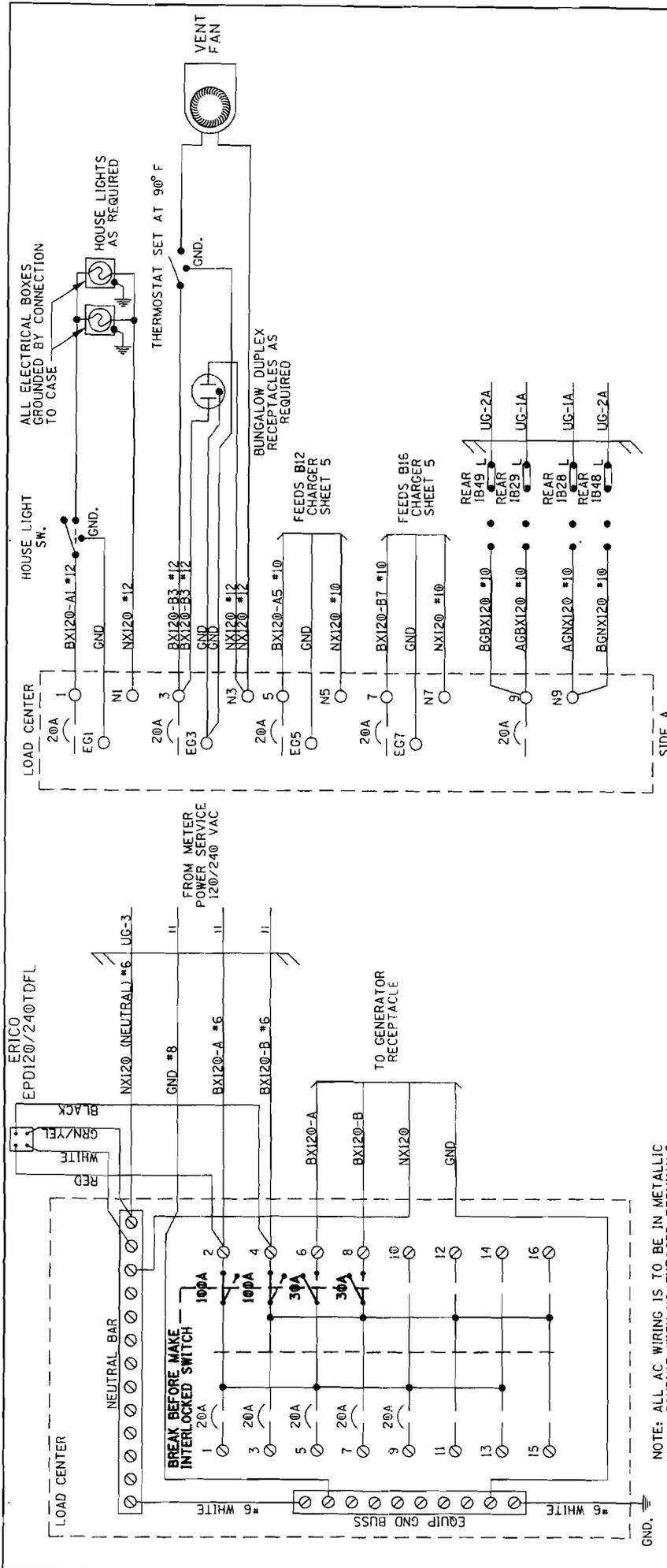


CABLE PLAN

DESIGNED BY:	JMM 03-05-08
DRAWN BY:	SSC 03-05-08
CHECKED BY:	MUL 03-10-08
IN SERVICE:	- - -
<b>NORFOLK SOUTHERN</b>	
OFFICE OF ASST. VICE PRESIDENT   M.P.: KS-104.42 COMM. & SIGNAL, ATLANTA, GA.	
HENNEPIN TO NIPSCO KANKAKEE, IL FLGS AT PIPELINE RD. (2750W)	
FILE No.	KANKAKEE BRANCH
SHEET No.	31231045.03
SHEET No.	3 of 21

UG-1-5CUG *6	UG-1A-12CUG *14	UG-2A-12CUG *14	UG-3-3CUG *6	UG-4-TW, PR. *6
AEC AEB B16-A N16-A	AXG NAXG AXX IAXX XGPI AMTSS AGD AGB X120 GND SPARE SPARE	BXG NBXG BXX IBXX XGPI XGPI BMTSS BGB X120 GND SPARE SPARE	BX120-A BX120-B NX120 GND	RCV-1 RCV-2
UG-2-5CUG *6				UG-5-TW, PR. *6
BEC BEB B16-B N16-B				XMT-1 XMT-2

REVISION	INITIALS	PROPERTY	PENNSYLVANIA R.R.
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NOTE: ALL AC WIRING IS TO BE IN METALLIC CONDUIT WITH NO EXPOSED TERMINALS. ALL AC 120V AND 240V EQUIPMENT IS TO BE PROPERLY GROUNDED.

SQUARE 'D' PART NUMBERS:  
 LOAD CENTER — Q0116L125G  
 100A 1P CIR BKR — Q0110  
 20A 1P CIR BKR — Q0120  
 30A 1P CIR BKR — Q0130  
 30A 2P CIR BKR — Q0230  
 60A 2P CIR BKR — Q0260  
 100A 2P CIR BKR — Q02100  
 MECH INTERLOCK — PK4D1M4LA

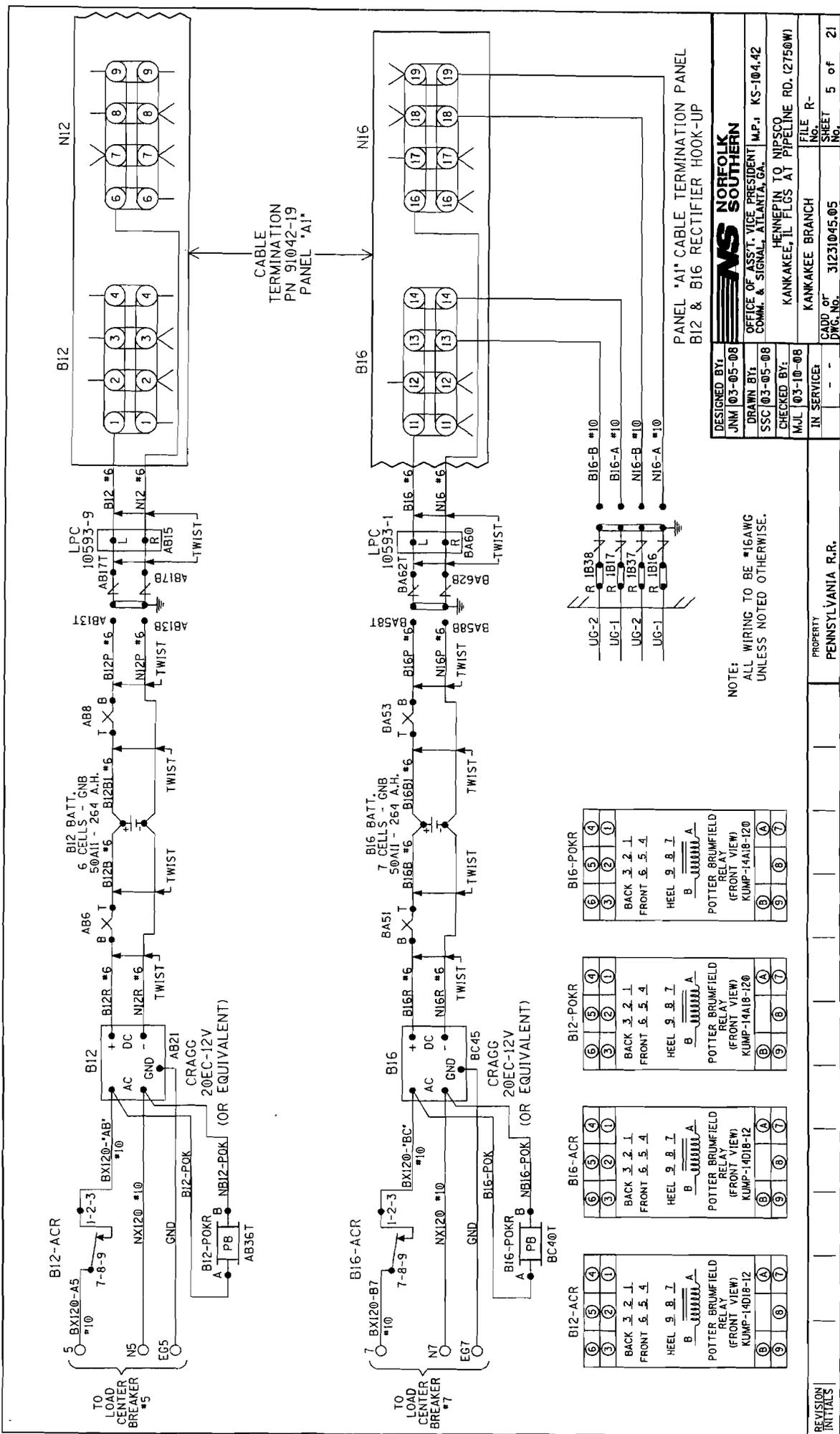
GENERATOR RECEPTACLE:  
 MALE CONNECTOR - NEMA L1430-F1

LOAD CENTER WIRING

DESIGNED BY:	JNM 103-05-08	<b>NORFOLK SOUTHERN</b>
DRAWN BY:	SSC 103-05-08	
CHECKED BY:	MAL 103-10-08	OFFICE OF ASST. VICE PRESIDENT COMM. & SIGNAL, ATLANTA, GA. M.P. KS-104-42
IN SERVICE:		HENNEPIN TO NIPSCO KANKAKEE, IL. FLS AT PIPELINE RD. (2750W)
FILE NO.:		KANKAKEE BRANCH
SHEET NO.:	4 of 21	CADD OF SHEET NO. 31231045.04

PROPERTY  
 PENNSYLVANIA R.R.

REVISION INITIALS



CABLE TERMINATION  
PN 91042-19  
PANEL 'A1'

PANEL 'A1' CABLE TERMINATION PANEL  
B12 & B16 RECTIFIER HOOK-UP

DESIGNED BY:	JNM 03-05-08
DRAWN BY:	OFFICE OF ASST. VICE PRESIDENT COMM. & SIGNAL, ATLANTA, GA.
CHECKED BY:	SSC 03-05-08
MUL	03-10-08
IN SERVICE:	- -
FILE NO.	KANKAKEE BRANCH
SHEET No.	5 of 21
DRG. No.	31231045.05



HENNEPIN TO NIPSCO  
KANKAKEE, IL FLGS AT PIPELINE RD. (2750W)

NOTE:  
ALL WIRING TO BE #16AWG  
UNLESS NOTED OTHERWISE.

B12-ACR	B12-POKR	B12-POKR	B12-POKR	B12-POKR
BACK 3 2 1				
FRONT 5 5 4				
HEEL 9 8 7				
POTTER BRUMFIELD RELAY KUMP-1401B-12				

PROPERTY  
PENNSYLVANIA R.R.