

ORIGINAL

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

RECEIVED
AUG 13 2008

Illinois Commerce Commission
RAIL SAFETY SECTION

City of Greenville, Illinois, by its Mayor,)
Alan Gaffner)

Petitioner,)
VS)

T 08-0079

CSX Corporation, Inc. and State of)
Illinois Department of Transportation,)

)
Petition for permission to construct a new)
overhead grade separation crossing of)
Andrews Drive, Section #99-00036-00-)
BR, Structure #003-6000, over the tracks)
of the CSX Corporation, Inc. at Milepost)
QS-188.2 and U.S. Route 40 located)
approximately 3/4 mile east of Illinois)
Route 127, Greenville, Bond County,)
Illinois)

CERTIFICATE OF SERVICE

I, MARGARET IBERG, the City Clerk of the City of Greenville, certify that I served a true and correct copy of the foregoing Packet of Proposed Exhibits (attached hereto) upon the following individuals made parties to this proceeding listed on the attached Service List via first class mail, postage prepaid, and depositing the same in the United States Mail, Greenville, Illinois, this 11th day of August, 2008 addressed as follows:

**CITY OF GREENVILLE, ILLINOIS,
Petitioner**

Dated: August 11, 2008

BY: Margaret Iberg
**MARGARET IBERG,
CITY CLERK**

DOCKETED

AUG 13 2008

Service List
T08-0079

Mr. Hal Gibson
CSX Transportation, Inc.
500 Water Street – J301
Jacksonville, FL 32202

Ms. Ellen J. Schanzle-Haskins
Chief Counsel - IDOT
2300 South Dirksen Parkway, Room 300
Springfield, IL 62764

Lance T. Jones
Deputy Chief Counsel
Illinois Department of Transportation
2300 South Dirksen Parkway, Ste. 311
Springfield, IL 62764

Tom Livingston
VP, Public Affairs
CSX Transportation, Inc.
1700 W. 167 St.
Calumet City, IL 60409

Christine Reed
Director of Highways-IDOT
ATTN: Jeff Harpring, Room 205
2300 South Dirksen Parkway
Springfield, IL 62764

Alan Gaffner
Mayor
City of Greenville
404 South 3rd St.
Greenville, IL 62246

Patrick F. Schaufelberger
Attorney
Schaufelberger Law Offices, Ltd.
105 N. Third St., Ste. 201
Greenville, IL 62246

John Saladino
Rail Safety Specialist
Illinois Commerce Commission
527 East Capitol Ave.
Springfield, IL 62701

Prepared By:

PATRICK F. SCHAUFELBERGER

REG. NO. 06209949

THE SCHAUFELBERGER

LAW OFFICES, LTD

105 N. Third St., Ste. 201

Greenville, IL 62246-1034

PFS/jjr

Telecopier: (618) 664-3947 - Telephone: (618) 664-3946



July 18, 2008

Mr. David A. Willey
Greenville City Manager
Municipal Building
403 South Third Street
Greenville, Illinois 62246

SUBJECT: Greenville, Bond County, Illinois
Proposed New Bridge Construction – Andrews Drive Extension over CSXT
Agency Reference: Section 99-00036-00-BR
AAR/DOT No.: New – not assigned
CSXT Reference: Milepost QS-188.2 / St. Louis Line Subdivision
Western Division / Western Region
OP No.: IL0227

Dear Mr. Willey:

URS Corporation (URS), on behalf of CSX Transportation, Inc. (CSXT), has evaluated Hanson Professional Services, Inc. letter of June 4, 2008, which offered resolutions to URS project comment letter of May 29, 2008. Per our interpretation of the project scope, the general impact to CSXT's facilities and operations will be the construction of an overhead highway bridge to carry Andrews Drive over CSXT. Based upon such interpretation, we offer the following comments / information:

- No exceptions taken to the proposed comment resolutions
- Easement negotiations with CSX Real Property, Inc. shall include the placement of the pier upon CSXT right-of-way.

Please forward five (5) 11"x17" sets (or pdf electronic format) of revised plans or future stage submittal plans directly to this office for CSXT distribution and review. Project specific questions should be directed to Mr. Tom Nord, P.E., S.E. – URS Project Manager at (217) 875-4800. For general or administrative questions, feel free to contact me.

Sincerely,



Larry J. Shaw, P.E.
Program Manager
URS Corporation

E-copy: Jeff Tatarek - Hanson

URS Corporation
47 South Meridian, Suite 312
Indianapolis, IN 46204
Tel: 317-635-0064
Fax: 317-635-0066
Larry_Shaw@urscorp.com

Providing Engineering Services for 

Jeff Tatarek

From: Jeff Tatarek
Sent: Wednesday, June 04, 2008 3:41 PM
To: 'Larry_Shaw@URSCorp.com'; Tom Nord (thomas_nord@urscorp.com)
Cc: Jim Mollet (James.Mollet@illinois.gov); 'David E. Willey'
Subject: Greenville, IL Bridge - CSXT OP# IL0227
Attachments: L080604-CSXT_Shaw.pdf; Bridge Pier Clearance Sketch.pdf

Mr. Shaw:

Attached is a letter response to the review comments by your office for the preliminary bridge design on the proposed Greenville, IL bridge project. A hard copy is also being sent to you by regular mail. I have had telephone conversations with Tom Nord of URS, and Jim Shircliff of CSX regarding the review comments, especially the issue regarding placement of the proposed pier on the CSXT right-of-way. We would like to resolve the pier location issue as soon as possible so that we may resubmit the preliminary plans to the Illinois Department of Transportation and your office for final approval.

Jeffrey J. Tatarek, P.E., S.E.
Project Manager
Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, IL 62703-2886
Phone: (217) 747-9326 Fax: (217) 788-2503
Mobile: (217) 415-5727
www.hanson-inc.com



June 4, 2008

Mr. Larry Shaw, P.E.
Program Manager
URS Corporation
One Indiana Square, Suite 2100
Indianapolis, Indiana 46204

Re: Andrews Drive Extension
Greenville, Bond County, Illinois
Section 99-00036-00-BR; SN 003-6000
CSXT Ref: Milepost QS-188.2 / St. Louis Line Subdivision
Hanson No. 04S2012

Dear Mr. Shaw:

We have received review comments from your office dated May 29, 2008 regarding the preliminary bridge design plans for the above project. The following list represents the CSXT comments along with Hanson and the City of Greenville's response:

- CSXT Comment: The project shall be designed and constructed in accordance with CSXT Criteria for Overhead Bridges and CSXT Special Provisions (copies provided).

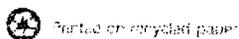
Response: We concur; certain portions of the Criteria for Overhead Bridges and Special Provisions will be incorporated into the plans or proposal book, as appropriate.

- CSXT Comment: Incorporate CSXT insurance requirements into the contract proposal document.

Response: We concur; note that these insurance requirements are for Contractor's work performed on or about CSXT property. These will be included as a special provision in the contract proposal book.

Hanson Professional Services Inc.

1525 S. Sixth St. • Springfield, IL 62703-2886 • Phone: (217) 788-2450 • Fax: (217) 788-2503



Offices nationwide • www.hanson-inc.com

I:\04jobs\04S2012\Admin\06-Correspondence\Letter\L080604 CSXT_Shaw.doc

- CSXT Comment: The CSXT right-of-way exists for operation of trains and maintenance of CSXT facilities, and shall not be restricted.

Response: We concur. The proposed bridge geometry complies with horizontal and vertical clearance criteria according with CSXT Criteria for Overhead Bridges.

- CSXT Comment: The pier shall not be located upon CSXT right-of-way.

Response: We request that CSXT reconsider this comment and allow the pier to be located on a permanent easement on CSXT right-of-way. The current bridge layout is the minimum length in order to provide clearance over U.S. Route 40 on the south; and over the proposed Illinois Western Railroad track on the north. In order to provide symmetrical span lengths the proposed pier is located on the CSXT right-of-way. See attached pier clearance sketch. The proposed layout would provide a horizontal clearance of approximately 44.5 ft from the centerline of the main line CSXT track to the nearest face of the pier. The proposed pier is a solid-stem, concrete hammerhead type. This type of pier would qualify as a crashwall in the event that future expansion of the CSXT resulted in a track within 25 ft of face of the pier.

An alternate layout could maintain the proposed abutment locations and relocate the pier to be off the CSXT right-of-way, which would result in unbalanced span lengths. In order to move the face of the pier stem off the right-of-way, we would move the pier approximately 5.5 ft along the centerline. In order to move the entire pier off the right-of-way, we would move the pier approximately 10 ft along the centerline. Both of these options would require a girder with an increased web depth up to 72 in. The construction cost to provide larger girders is estimated to be more than \$100,000.

Therefore, Hanson and the City of Greenville request that the CSXT agree to allow the proposed pier on CSXT right-of-way.

- CSXT Comment: Please provide “protective fencing” details on future plan submittals.

Response: We concur. The fencing details will be provided between the limits of the CSXT right-of way.

- CSXT Comment: Please provide deck drainage details on future plan submittals.

Response: There will be no deck drains on the bridge. Bridge deck drainage will be collected by storm sewers at each end of the bridge.



- CSXT Comment: Real estate issues should be directed to CSX Real Property, Inc. with a copy of correspondence to your office.

Response: We concur. We have contacted Mr. Jim Shircliff regarding this project to discuss real estate issues. The project will require: an air rights permit; purchase of a permanent easement for parts of the structure constructed on CSXT right-of-way (if necessary); and a temporary construction permit for the structure constructed on CSXT right-of-way (if necessary). Work to obtain these permits/easements should not be initiated until your office has executed a construction agreement with the City of Greenville.

- CSXT Comment: Installation/relocation of overhead or underground utilities occupying CSXT right-of-way shall be coordinated through the CSXT Property Services Office with a copy of correspondence to your office.

Response: We concur. At this time there are no plans to install/relocate overhead or underground utilities occupying CSXT right-of-way.

Please let us know if you agree with the disposition of the above comments so that we may prepare a revised plan submittal for your review. We appreciate your assistance, and do not hesitate to call me if you have any questions or require any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Jeffrey J. Tatarek, P.E., S.E.
Project Manager

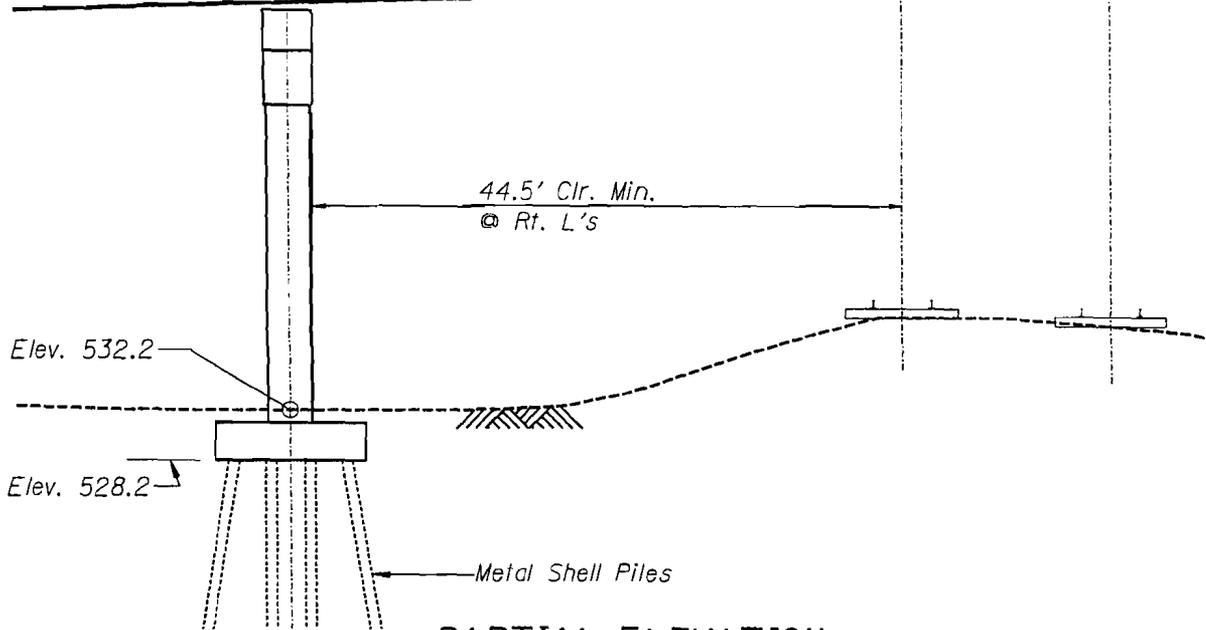
Enclosure

cc: Mr. David Willey, Greenville City Manager
Mr. Jim Mollet, Region 5/District 8 Field Engineer
Mr. Tom Nord, URS Corporation

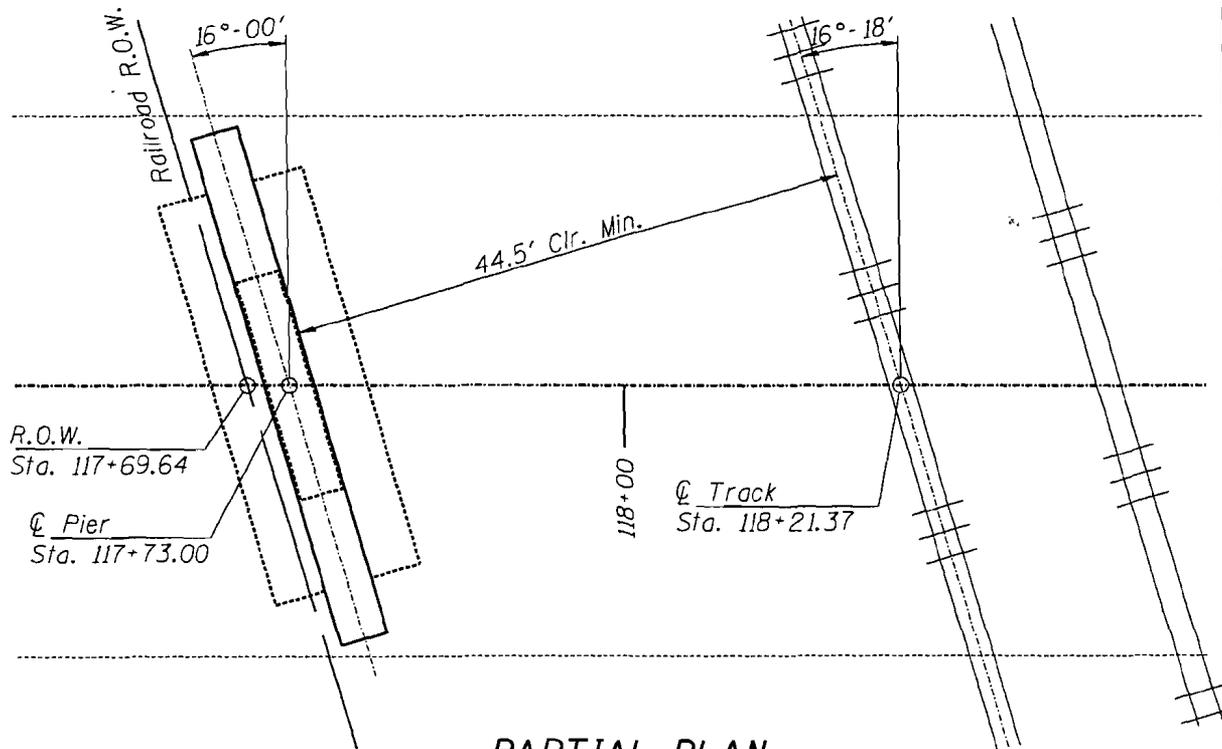


66" Web \bar{P} Girder (Comp.)

⊕ CSX Mainline → ⊕ CSX Siding →



PARTIAL ELEVATION



PARTIAL PLAN

04440414202PC400StructSheet03.06.08 Bridge Structure T.S.I. Logo
06/03/2008 08:37 AM H:\11740028

© Copyright Hanson Professional Services Inc. 2006

BRIDGE PIER CLEARANCE SKETCH

ANDREWS DRIVE over CSX RAILROAD
 GREENVILLE, BOND COUNTY, ILLINOIS
 CXS MILEPOST 05-188.2 / St. LOUIS LINE SUB.

June 03, 2008 04S2012



May 29, 2008

Mr. David A. Willey
Greenville City Manager
Municipal Building
403 South Third Street
Greenville, Illinois 62246

**SUBJECT: Greenville, Bond County, Illinois
Proposed New Bridge Construction – Andrews Drive Extension over CSXT**
Agency Reference: Section 99-00036-00-BR
AAR/DOT No.: New – not assigned
**CSXT Reference: Milepost QS-188.2 / St. Louis Line Subdivision
Western Division / Western Region
OP No.: IL0227**

Dear Mr. Willey:

URS Corporation (URS), on behalf of CSX Transportation, Inc. (CSXT), has conducted a site investigation and performed review of the Preliminary Plans for the subject project, as received via Hanson Professional Services, Inc. electronic transmission of April 23, 2008. Per our interpretation of the project scope, the general impact to CSXT's facilities and operations will be the construction of an overhead highway bridge to carry Andrews Drive over CSXT. Based upon such interpretation, we offer the following comments / information:

- The project shall be designed and constructed in accordance with enclosed CSXT Criteria For Overhead Bridges, issued September 14, 2007 and enclosed CSXT Special Provisions. It is recommended that applicable portions of these documents be reproduced as plan notes (preferred) or incorporated into the contract proposal document to direct the City's contractor and to advise the City's contractor of CSXT's requirements and expectations.
- CSXT insurance requirements are enclosed for incorporation into the contract proposal document.
- The CSXT right-of-way exists for the operation of trains and the maintenance of the various CSXT facilities and shall not be restricted in any manner.
- The pier shall not be located upon CSXT right-of-way. Please reference pier location to CSXT right-of-way line.
- Please provide "protective fencing" details on future plan submittals.
- Please provide deck drainage details on future plan submittals.

URS Corporation
47 South Meridian, Suite 312
Indianapolis, IN 46204
Tel: 317-635-0064
Fax: 317-635-0066
Larry_Shaw@urscorp.com

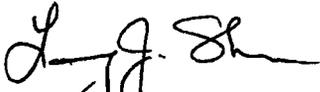
Providing Engineering Services for 

As previously advised, this CSXT Public Projects Group review does not address real estate. Real estate matters are handled directly by CSX Real Property, Inc. You are directed to contact Mr. Jim Shircliff, CSX Highway Projects Specialist (904.633.4597) for all real estate matters. For project continuity, please copy this office with any real estate related correspondence.

As previously advised, this CSXT Public Projects Group review does not address installation/relocation of overhead or underground utilities occupying CSXT right-of-way (other than CSXT's own facilities). Utilities shall initiate such installations/relocations directly through the CSXT Property Services Office. Application packages are available online (www.csx.com; General; CSX Property/Real Estate; Leases and Licenses; Application Packages). Ms. Nancy Reynolds, CSX Contract Administration Specialist (904.633.1521) is currently responsible for such in the State of Illinois. Please ensure that any private utilities that may be affected are notified of this requirement. For project continuity, please copy this office with any utility related correspondence.

Please forward five (5) sets of revised plans or future stage submittal plans (11"x17") which address all railroad concerns / comments identified herein directly to this office for CSXT distribution and review. Project specific questions should be directed to Mr. Tom Nord, P.E., S.E. – URS Project Manager at (217) 875-4800. For general or administrative questions, feel free to contact me.

Sincerely,



Larry J. Shaw, P.E.
Program Manager
URS Corporation

Enclosures

Copy: Jeff Tatarek - Hanson

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.
 - d. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240

h. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (f) or (g) above.
- (v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Donna W. Melton
Manager - Insurance
CSX Transportation, Inc.
500 Water Street – C907
Jacksonville, FL 32202
904-359-1247 (Phone)
904-245-2833 (Fax)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

..

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of [INSERT DATE OF AGREEMENT], as amended from time to time.

“Agency” shall mean the [INSERT NAME OF AGENCY].

“Agency Representative” shall mean the authorized representative of [INSERT NAME OF AGENCY].

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on

CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

- c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a

flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

CSX TRANSPORTATION

CRITERIA FOR OVERHEAD BRIDGES

Office of Director Fixed Plant Engineering
Jacksonville, Florida
Date Issued: September 14, 2007

CRITERIA FOR OVERHEAD BRIDGES

CSX Transportation (CSXT) has minimum requirements for outside parties constructing, rehabilitating, or replacing bridges over CSXT's railroad tracks. These requirements are intended to provide safe and continuous passage of all train traffic during and after construction of bridges over its tracks. Part of these requirements is for the outside party to submit a detailed plan of the project as well as provide details of the construction methodology. This document provides information on the requirements by CSXT for overhead bridges.

Plans and specifications for new or reconstructed bridges over CSXT's railroad tracks or right-of-way shall meet the following requirements:

I. GENERAL REQUIREMENTS:

- A. CSXT's valuation station and the distance from the nearest milepost at the intersection of the centerline of the track and the centerline of the bridge shall be shown on the General Plan.
- B. The existing and proposed minimum horizontal and vertical clearances shall be marked clearly on the General Plan and Elevation.
- C. At least one subsurface exploration boring for each substructure unit adjacent to the track shall be furnished to CSXT's during the design submittal. Borings shall provide enough information to design shoring and foundations.
- D. Prior to construction activities, all overhead bridge projects will require the procurement of the appropriate property rights from CSX Real Property and other construction agreement(s) with CSX Transportation.
- E. All lifting equipment and connection devices shall have capacity for 150% of the actual lifting load. The factor of safety provided by the manufacturer in the lifting capacity data shall not be considered in the 150% requirement. A licensed professional engineer, familiar with lifting and rigging, in the State where the construction work is proposed must sign and seal all plans and calculations related to critical lifting on the project.

II. CLEARANCES:

- A. **Horizontal Clearance:** Standard horizontal clearance from centerline of the track to the face of the pier or abutment shall typically be 25'-0" or greater, but never less than 18'-0", measured perpendicular to the track. Provisions for future tracks, access roads, other CSXT facilities, and drainage may require the minimum clearance be increased or use of multi-span structures. The toe of footings shall not be closer than 11'-0" from centerline of the track to provide adequate room for sheeting.

- B. Vertical Clearance: A standard vertical clearance of 23'-0" shall be provided, measured from top of high rail to lowest point of structure in the horizontal clearance area which extends 6'-0" either side of the centerline of track.
- C. Temporary Construction clearances to be used shall be subject to approval by CSXT. Typically reductions in clearance for construction are not permitted.
- D. CSXT shall be furnished as-built drawings showing actual clearances as constructed.

III. CRASHWALLS:

AREMA Specifications, Chapter 8, Article 2.1.5 covers the requirements for crashwalls. Crashwalls are required when face of the pier is closer than 25'-0" from centerline of the track, measured perpendicular to the track, except as noted below.

Crashwalls shall meet the following requirements:

- A. Crashwalls for single column piers shall be minimum 2'-6" thick and shall extend a minimum of 6'-0" above the top of high rail for piers located between 18'-0" and 25'-0" from the centerline of the nearest track. The wall shall extend minimum 6'-0" beyond the column on each side in the direction parallel to the track.
- B. For multi-column piers, the columns shall be connected with a wall of the same thickness as the columns or 2'-6" whichever is greater. The wall shall extend a minimum of 2'-6" beyond the end of outside columns in a direction parallel to the track.
- C. Reinforcing steel to adequately anchor the crashwalls to the column and footing shall be provided.

For piers of heavy construction, crashwalls may be omitted. Solid piers with a minimum thickness of 2'-6" and length of 20'-0", single column piers of minimum 4'-0" X 12'-6" dimensions or any other solid pier sections with equivalent cross sections and minimum 2'-6" thickness are considered as heavy construction.

IV. DRAINAGE:

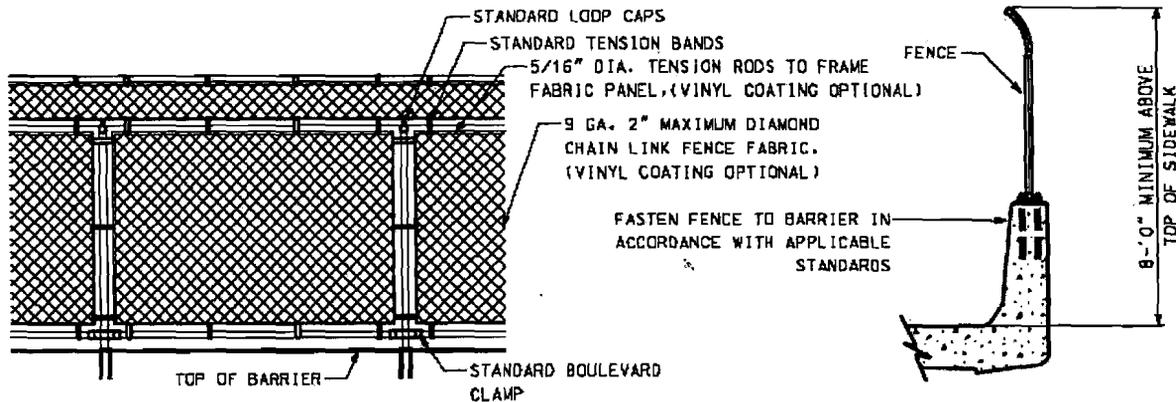
Drainage from the bridge shall be preferably collected with drain pipes and drained away from CSXT's right-of-way. When open scuppers are provided on the bridge, none shall be closer than 25'-0" of the centerline of nearest track. Flow from the scuppers shall be directed away from CSXT's drainage ditches.

Projects including stormwater systems shall be designed for a 100-year storm event as a minimum. If stormwater is drained on or to CSXT's right-of-way, calculations must be submitted to CSXT to verify the 100-year storm event is properly handled. Improvements to the adjacent drainage systems may be required at project expense, to ensure the impacted system will meet the 100-year storm event minimum condition.

During and after completion of construction, the outside party or its contractor must clear CSXT's drainage ditches of all debris to the satisfaction of CSXT's construction engineering and inspection representative

V. PROTECTIVE FENCING

All highway structures shall have a protective barrier fence to extend at least 8'-0" from the top of the sidewalk or driving surface adjacent to the barrier wall. The fence may be placed on top of the barrier wall. The fence shall be capable of preventing pedestrians from dropping debris onto CSXT's right-of-way, and in particular, passing trains. Openings in the fence shall not exceed 2"x2". Fencing should also include anti-climb shields or be of a configuration to minimize the likelihood of climbing on the outside of the protective fencing. A chain link fence option is shown below:



VI. STRUCTURE EXCAVATION AND SHORING:

Shoring protection shall be provided when excavating adjacent to an active track. Shoring will be provided in accordance with AREMA *Manual for Railway Engineering* Chapter 8 part 28, except as noted below.

Shoring will not be required if both the following conditions are satisfied:

1. Excavation does not encroach upon a 1 ½ horizontal: 1 vertical theoretical slope line starting 1'-6" below top of rail and at 12'-0" minimum from centerline of the track (live load influence zone).
2. Track is on level ground or in a cut section and on stable soil.

When the track is on an embankment, excavating the toe of the embankment without shoring may affect the stability of the embankment. Therefore, excavation of the embankment toe without shoring will not be permitted.

Preferred protection is the cofferdam type that completely encloses the excavation. Where dictated by conditions, partial cofferdams with open sides away from the track may be used. Cofferdams shall be constructed using steel sheet piling or steel soldier piles with timber lagging. Wales and struts shall be provided as needed. The following shall be considered when designing cofferdams:

- a. Shoring shall be designed to resist a vertical live load surcharge of 1,882 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8'-6" wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in *AREMA Manual for Railway Engineering*, Chapter 8, Part 20.
- b. Allowable stresses in materials shall be in accordance with *AREMA Manual for Railway Engineering*, Chapter 7, 8, and 15.
- c. A construction procedure for temporary shoring shall be shown on the drawing.
- d. Safety railing shall be installed when temporary shoring is within 15'-0" of the centerline of the track.
- e. A minimum distance of 10 feet from centerline of the track to face of nearest point of shoring shall be maintained.

The contractor shall submit the following drawings and calculations for CSXT's review and approval.

1. Three (3) sets of detailed drawings of the shoring systems showing sizes of all structural members, details of connections, and distances from centerline of track to face of shoring. Drawing shall show a section showing height of shoring and track elevation in relation to bottom of excavation.
2. One set of calculations of the shoring design.

The drawings and calculations shall be prepared by a Licensed Professional Engineer in the State where shoring is to be constructed and shall bear his seal and signature. Shoring plans shall be approved by CSXT's construction engineering and inspection representative.

3. For sheeting and shoring within 18'-0" of the centerline of the track, the live load influence zone, and in slopes, the contractor shall use sheet pile. No sheet pile in slopes or within 18'-0" of the centerline of track shall be removed. Sheet piles shall be cut off 3'-0" below the finished ground line. The remaining 3'-0" shall be backfilled and compacted immediately after cut off.

VII. DEMOLITION OF EXISTING STRUCTURE:

The Contractor shall submit a detailed procedure for demolition of existing structures over or adjacent to CSXT's tracks or right-of-way. The procedure shall clearly indicate the capacity of cranes, location of cranes with respect to the tracks and calculated lifting loads (refer to Section I.E of this document). The demolition procedure must be approved by CSXT's construction engineering and inspection representative.

CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab. As a minimum, both of the following methods shall be used:

- A. During demolition of the deck, a protection shield shall be erected from the underside of the bridge over the track area to catch falling debris. The protection shield shall be supported from girders or beams. The deck shall be removed by cutting it in sections and lifting each section out. The protection shield shall be designed, with supporting calculations, for a minimum of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.

Large pieces of deck shall not be allowed to fall on the protection shield

- B. A ballast protection system consisting of geofabric or canvas shall be placed over the track structure to keep the ballast clean. The system shall extend along the track structure for a minimum of 25'-0" beyond the limits of the demolition work, or farther if required by CSXT's construction engineering and inspection representative.
- C. The Contractor shall submit detailed plans, with supporting calculations, of the protection shield and ballast protection systems for approval prior to the start of demolition.
- D. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way.

VIII. ERECTION PROCEDURE:

The Contractor shall submit a detailed procedure for erecting over or adjacent to CSXT's tracks or right-of-way. The procedure shall clearly indicate the capacity of cranes, location of cranes with respect to the tracks and calculated lifting loads (refer to Section I.E of this document). The erection procedure must be approved by CSXT's construction engineering and inspection representative.

IX. PILE INSTALLATION

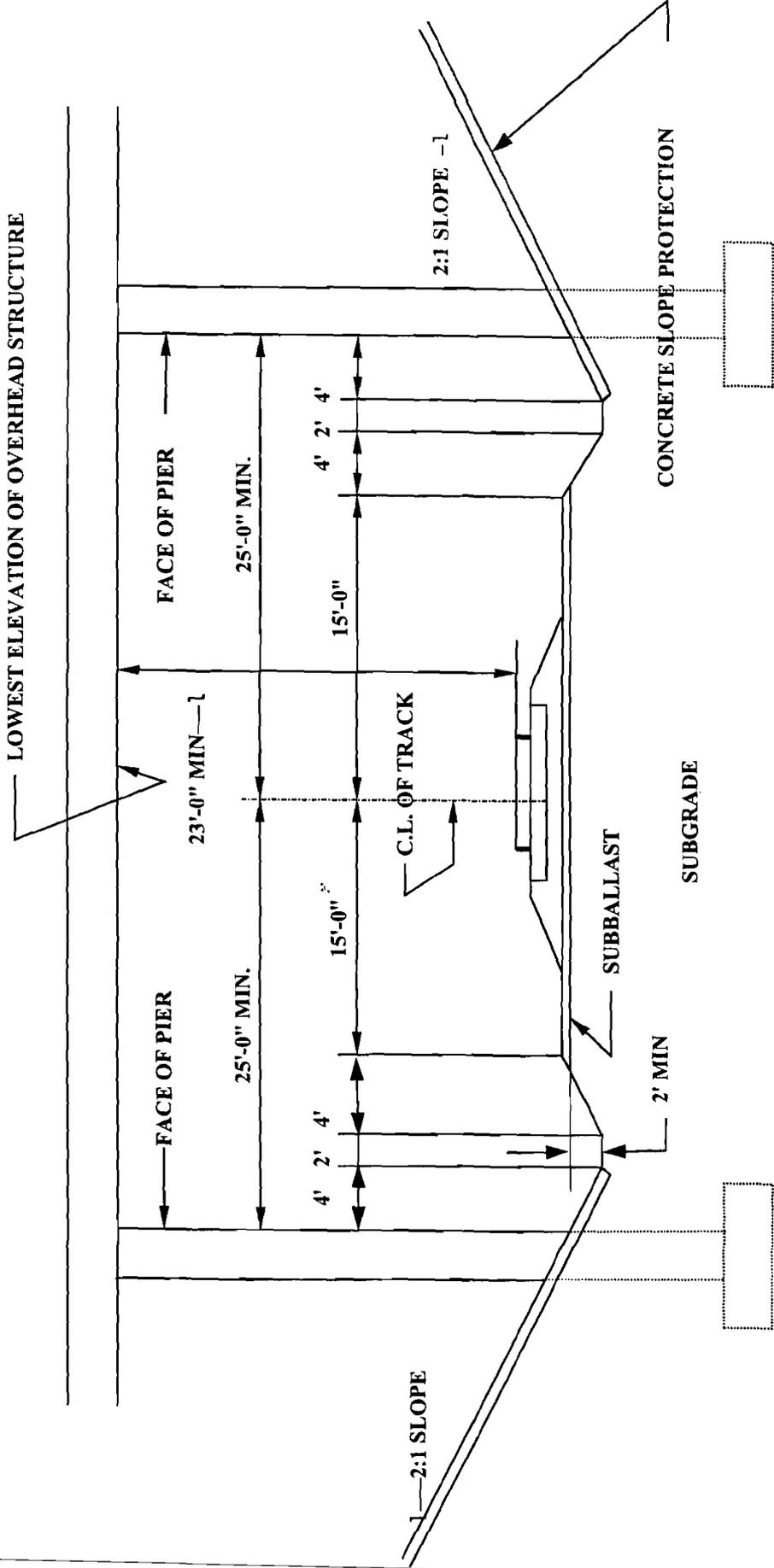
- A. For the installation of piles and sheeting for abutment foundations, pier foundations, retaining wall foundations, temporary and permanent shoring and other structures on or adjacent to CSXT's right-of-way, the contractor may be required to submit a detailed track monitoring program for CSXT's approval prior to performing any work near CSXT's right-of-way.
- B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT shall have the capability of modifying the survey locations and monitoring frequency as needed during the project.
- C. If any settlement is observed, CSXT's construction engineering and inspection representative shall be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

X. PEDESTRIAN OVERHEAD

Pedestrian overhead bridges shall be governed by this document in its entirety with the following exceptions:

- A. Pedestrian overhead bridges shall span the entire width of CSXT's right-of-way. Intermediate piers or other supports will not be permitted.
- B. Pedestrian overhead bridges shall be completely enclosed with protective canopy or by other means to prevent users from dropping debris onto CSXT's right-of-way.

LOWEST ELEVATION OF OVERHEAD STRUCTURE

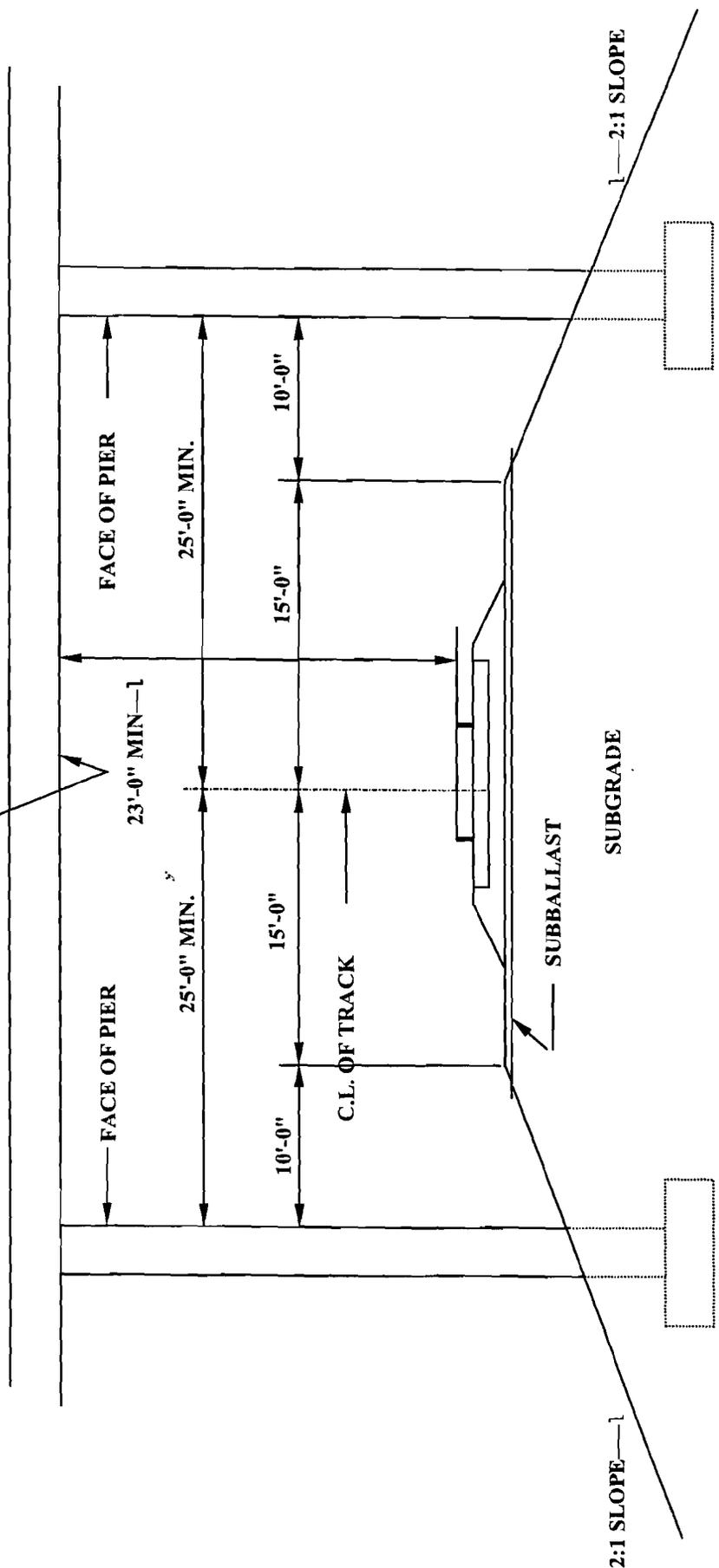


**CLEARANCES REQUIRED FOR OVERHEAD STRUCTURES
TYPICAL ROADBED SECTION WITH STANDARD DITCHES**

NOTE: FOR MULTIPLE TRACKS, STANDARD TRACK CENTERS IS 15'-0". AN ADDITIONAL 8'-0" WIDE ACCESS ROAD MAY BE REQUIRED TO PROVIDE 33'-0" MINIMUM DISTANCE FROM CENTERLINE OF TRACK TO FACE OF PIER.

CSX ENGINEERING DEPARTMENT
STANDARD CLEARANCES FOR
OVERHEAD STRUCTURES

LOWEST ELEVATION OF OVERHEAD STRUCTURE



CLEARANCES REQUIRED FOR OVERHEAD STRUCTURES

TYPICAL SECTION FOR ROADBED IN FILL

(WHERE NO DEFINED DITCHES ARE NEEDED)

CSX ENGINEERING DEPARTMENT
STANDARD CLEARANCES FOR OVERHEAD STRUCTURES



TELEPHONE MEMORANDUM
(Form QAP 17.2.1)
Revision 1

PERSON CALLED JJT
PERSON CALLING Jim Shircliff CSX Real Property Inc 904-633-4577
TIME 1:00 DATE 6-3-08 PROJECT NO. 0452012
PROJECT Greenville
SUBJECT CSX ROW

1. Project will require
 - Air rights permit
 - Purchase of permanent easement for pier on CSX ROW
 - Temporary permit for construction
2. The above permit/easements are not processed until Larry Shaw executes a construction agreement. Construction agreement is executed after CSX approves the bridge design/plan. Construction agreement includes a railroad force account for flagging, etc.
3. For Pier on CSX ROW City will be required to purchase the permanent easement from CSX. Once Larry is satisfied & Constr. Agreement is in place, the permits & easements are a formality & do not need to be fully executed in order to begin construction

BY JJT COPY TO File,
(SIGNATURE)



TELEPHONE MEMORANDUM

(Form QAP 17.2.1)

Revision 1

PERSON CALLED Tom Nord 875-4800 URS
PERSON CALLING JJT
TIME _____ DATE 6/2/08 PROJECT NO. 0452012
PROJECT Greenville
SUBJECT CSX Review Comments

1. Protective fence detail. provide btw Row limits for CSX

2. Pier on R.O.W. Pier face should be off R.O.W.

We could submit formal response to comments w/a request for variance to Larry Shaw w/ justification for need to be on R.O.W.

Footings could be allowed on Row - Contact property section
Jim Shircliff

Hanson plans to issue response to CSX comments in writing and will address the pier location issue.

BY _____ COPY TO File,
(SIGNATURE)

Jeff Tatarek

From: Jeff Tatarek
Sent: Wednesday, April 02, 2008 11:58 AM
To: 'Larry Shaw (Larry_Shaw@urscorp.com)'
Cc: David Willey
Subject: Greenville Illinois proposed overpass
Attachments: L071121-Shaw.doc; Andrews_Drive.pdf; After 03-06-08 Bridge Structure TSL.pdf; C-702-PRANDJUNK.pdf

Contacts: P. E. Larry J. Shaw

Milepost QS-188.2
St. Louis Line Subdivision
Western Division

Mr. Shaw:

Earlier this year the City of Greenville returned the CSX P.E. Agreement and deposit to you. It was our understanding that a letter of receipt and executed agreement would be sent to the City. At that point, URS would be authorized to proceed with their review of our preliminary design drawings.

To date, the city has not received the above agreement. I would appreciate it if you could check on the status of that agreement and subsequent review of our preliminary design; and provide me with an update. The status of the railroad's review will soon have an adverse impact on the overall project schedule. I would like to do whatever is necessary to avoid further delays.

In November, 2007 we sent you a letter with attachments which illustrate the proposed bridge design. For your convenience I have attached a copy of that letter and updated attachment. Currently, we have concurrence from the Illinois Western Railroad for their proposed track layout; and the Illinois Department of Transportation is also reviewing the design.

Jeffrey J. Tatarek, P.E., S.E.
Project Manager
Hanson Professional Services Inc.
1525 South Sixth St.
Springfield, IL 62703-2886
Phone: (217) 747-9326 Fax: (217) 788-2503
Mobile: (217) 415-5727
www.hanson-inc.com

November 26, 2007

CSX Transportation, Inc.
c/o Larry J. Shaw, P.E.
Program Manager
URS Corporation
One Indiana Square, Suite 2100
Indianapolis, Indiana 46204

SUBJECT: City of Greenville, Bond County, Illinois
Railroad Overpass
Agency Reference: Andrews Drive Extension over the CSX and Illinois
Western Railroads
AAR/DOT No.: Illinois DOT Section 99-00036-00-BR
CSXT Reference: Milepost QS-188.2
St. Louis Line Subdivision
Western Division

Dear Mr. Shaw:

The City of Greenville, Illinois (Agency) proposes to construct an extension of the existing Andrews Drive including an overpass structure at the intersection of Andrews Drive with U.S. Route 40, the CSX Transportation, Inc. (CSXT) Railroad, and a future Illinois Western Railroad track. The enclosed preliminary bridge drawing illustrates that the proposed structure would provide a minimum of 23 ft vertical clearance for the CSXT mainline and siding tracks at this location. A proposed pier for the structure is located on the existing south right-of-way line of the CSXT. The proposed horizontal clearance from the centerline of the railroad to the near face of the pier is approximately 45 ft.

The Agency is aware that coordination with CSXT relative to the proposed project will be generally governed by the CSX Public Project Information document available on the CSXT website. The Agency acknowledges that it will be responsible for reimbursing CSXT for all costs incurred by CSXT on account of the proposed project as of the date of this letter.

The Agency hereby requests to enter into a Preliminary Engineering Agreement with CSXT for the proposed project. The Agency's contact to be identified in such agreement is:

Mr. David Willey
City Manager
Municipal Building
403 South Third Street
Greenville, IL 62246
Phone: (618) 664-1644
E-mail: dwilley@greenvilleillinois.com

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Jeffrey J. Tatarek, P.E., S.E.
Project Manager

Enclosure

cc: David Willey, City of Greenville