

**ORIGINAL**

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

**RECEIVED**

JUN 9 2009

Illinois Commerce Commission  
RAIL SAFETY SECTION

STATE OF ILLINOIS, )  
ILLINOIS DEPARTMENT OF TRANSPORTATION )

Petitioner, )

v. )

THE TERMINAL RAILROAD ASSOCIATION )  
OF ST. LOUIS (TRRA) )

Respondent. )

Petition for an Order granting authority to construct )  
two grade separation structures carrying )  
Relocated Interstate Route 70 (FAP Route 999) over )  
and across TRRA's property, including TRRA's )  
Wiggin's #2 yard tracks at Railroad Mile Post 1.9 )  
Wiggins Main, Near the Village of Brooklyn in St. )  
Clair County, Illinois )

Docket No. TO 9-0074

**PETITION TO CONSTRUCT TWO GRADE SEPARATION STRUCTURES**

NOW COMES Petitioner, State of Illinois, Illinois Department of Transportation ("Department") by and through its attorney, Lisa M. Madigan, Attorney General of the State of Illinois, and Gloria M. Camarena, Special Assistant Attorney General, and Cindy Bushur-Hallam, Special Assistant Attorney General, hereby petitions the Illinois Commerce Commission ("Commission") for authority to construct two grade separation structures carrying the eastbound and westbound traffic lanes, respectively, of relocated Interstate Route 70 (FAP Route 999) over and across Respondent's property, including Lots 45A, 45D, 45C, 44C, 24C, 44B and 44A in the Division of the Vacant Ferry Lands and subsequent Accretion plat, Lot 12 in the Amended Map of Land Reserved by the Wiggins Ferry Company and Wiggin's #2 yard tracks at approximately RR milepost 1.9 Wiggins Main (project area), near the Village of Brooklyn in St. Clair County, Illinois and in support of this Petition states as follows:

1. That the Commission has jurisdiction of the subject matter of this petition and of the parties pursuant to Chapter 18 of the Illinois Commercial Transportation Law (625 ILCS 5/18c-7401) and the Illinois Administrative Code (92 IL. Adm. Code 1500 *et seq.*).
2. That the Respondent, Terminal Railroad Association of St. Louis, (TRRA), whose address is 1000 St. Louis Union Station, Suite 200, St. Louis, Missouri 63103, is a rail carrier operating its lines in the State of Illinois.
3. That the Respondent, TRRA, in the operation of its railroad facilities, has certain yard tracks running in a general north and south direction through St. Clair County, Illinois.

**DOCKETED**

4. To improve the safety of the traveling public, the Department and the Missouri Highways and Transportation Commission (hereinafter, "MHTC") are proposing to construct a new Mississippi River Bridge to accommodate the relocated Interstate Route 70 (FAP Route 999) (hereinafter referred to as "I-70"). This bridge construction over the Mississippi River will require the construction of two (2) public highway-rail grade separation structures over TRRA's property and tracks, and the construction of access roads across and adjacent to TRRA's property and tracks. The new structures carrying the relocated I-70 over the above-described tracks in St. Clair County, Illinois, are or will be on the State System of Highways. The access roads, which will cross TRRA's tracks at-grade, will be accessible by authorized representatives of IDOT and MHTC for purposes relating to the construction, operation and maintenance of relocated I-70, and TRRA for limited purposes related to construction, operation and maintenance of TRRA railroad facilities. The access roads will be closed against public traffic by locked gates. A schematic drawing of the locations of the two grade separation structures and access roads is attached hereto and incorporated herein by reference as Exhibit 1.
5. On or about February 28, 2008, the Department and MHTC (collectively "The DOTs") entered into a Bi-State Agreement which addresses their respective responsibilities with reference to the New Mississippi River Bridge project (NMRB Project), including the design, construction, operation, maintenance, financing and all other activities of the two grade separation structures for relocated Interstate Route 70, associated access roads and all other highway facilities. MHTC will be the lead state agency for the NMRB Project. Said Bi-State Agreement is attached hereto and incorporated herein by reference as Exhibit 2.
6. Plan sheets have been developed, which include the construction of two (2) grade separation structures to carry the relocated I-70 highway over and across the TRRA's property, including the Wiggin's #2 yard tracks at approximate RR milepost 1.9 Wiggins Main. Said plan sheets for the construction of the grade separation structures are attached hereto and incorporated herein by reference as Exhibit 3. Plan sheets have also been developed, which include construction of the access roads for the construction, operation and maintenance of relocated Interstate Route 70 across and adjacent to the above described tracks. The Plan sheets for the construction of the access roads are attached hereto and incorporated herein by reference as Exhibit 4.
8. The financial responsibility for construction costs for the two new grade separation structures and access roads shall be accepted by the Department and MHTC in accordance with the terms and conditions of the Bi-State Agreement.
9. The improvement project for relocated Interstate Route 70 in St. Clair County is a public improvement project. The improvement project constitutes a public purpose, namely the construction of two new grade separation structures that will carry the vehicular traffic of I-70 safely and conveniently over the property and tracks of TRRA and construction of the access roads for the construction, operation and maintenance of relocated Interstate Route 70 across and adjacent to the property and tracks of TRRA.
10. TRRA is the titleholder to certain real property located in St. Clair County, the legal descriptions and associated plats of which are attached hereto and incorporated herein by reference as Exhibit 5. This real property is located at or adjacent to the location of the two new grade separation structures and access roadways in St. Clair County. The

DOTs have deemed it necessary to construct the two new grade separation structures to continue the convenient flow of vehicular traffic and to ensure the safety of the motoring public. For said purposes, the Department needs to acquire permanent and temporary easements over said property and to perform work on said property in order to make improvements shown on plan sheets marked as Exhibit 3 and Exhibit 4.

11. The DOTs sent a proposed three-party Project Agreement to TRRA in March 2009. TRRA responded with comments and revisions in May 2009. Said comments and revisions are not acceptable to The DOTs, and these parties have been unable to reach agreement on a contract for the NMRB Project for many reasons, including but not limited to the following:
  - a. The DOTs cannot agree to TRRA limiting The DOTs access to the project area.
  - b. The DOTs cannot agree to TRRA's proposed termination clauses.
  - c. The DOTs cannot agree to any distinction between construction, maintenance and operation with regard to the ability of the two State agencies, their contractors, or their consultants to access and/or perform work within the project area.
  - d. The DOTs cannot agree to allow TRRA the right to approve or disapprove any action on adjacent property in which TRRA has an interest other than a fee ownership. The DOTs must have and will secure any necessary or required approvals from the fee property owner(s), an exercise that does not require TRRA's advance approval.
  - e. The DOTs cannot agree to the exchange of money for land or access rights as part of this Project Agreement. The DOTs will determine just compensation for the necessary temporary easements and permanent easements (TEs and PEs) and make those offers separately to TRRA.
  - f. The DOTs cannot agree to license agreements as state law requires the DOTs to acquire real property interests from TRRA such as PEs and TEs.
  - g. The DOTs cannot agree to allow billboards on real estate, which is subject to The DOTs PE, because federal and state laws and administrative rules will not permit such billboards.
  - h. The DOTs cannot allow TRRA to object to the selection of MHTC's contractor. All contractor selections will be on the basis of the lowest qualified bidder per federal and state laws.
  - i. The DOTs cannot agree to allow TRRA the unrestricted authority to determine "unsafe" working practices or the authority to remove workers from the job site.
  - j. The DOTs cannot agree to allow TRRA the unrestricted authority to determine that restoration by MHTC's contractor is unsatisfactory and subsequently to invoice MHTC's contractor for repair charges.
  - k. The DOTs cannot agree to TRRA's proposed "Breach of Agreement" clause.
  - l. The DOTs cannot agree to address drainage issues in the Agreement. Bridge drainage is included in the contract plans and will be subject to TRRA approval to the extent provided in the Agreement.
  - m. Per federal and state laws, utilities, other than those necessary for the DOTs transportation purposes, are not allowed on the I-70 structures; therefore, the reference to utility installations in the Project Agreement must be removed.
  - n. The DOTs cannot allow any reference to Missouri statutes being applicable to track clearances since all work is to be performed in Illinois with Illinois statutes and administrative regulations applying.

12. The Department seeks an order from the Commission to resolve the disputes between the parties and to provide as set forth in Exhibits 3 and 4 for the construction of two new grade separation structures carrying the eastbound and westbound traffic lanes, respectively of relocated Interstate Route 70 and construction of access roads for the construction, operation and maintenance of relocated Interstate Route 70.

WHEREFORE, THE Petitioner, State of Illinois Department of Transportation, prays that the Illinois Commerce Commission order, in accordance with its authority, the following:

1. That the project, as proposed, is warranted and authorized to promote public safety;
2. That the Commission approves the proposed construction of two (2) new grade separation structures carrying the eastbound and westbound traffic lanes, respectively, of relocated Interstate Route 70 (FAP Route 999) over and across Terminal Railroad Association of St. Louis property and Wiggin's #2 yard tracks in accordance with the Bi-State Agreement and the plan sheets attached hereto;
3. That the Commission approves the proposed construction of access roads, including at-grade crossings of these access roads with TRRA's tracks, for the construction, operation and maintenance of relocated Interstate Route 70 across and adjacent to the property and tracks of Terminal Railroad Association of St. Louis in accordance with the plan sheets attached hereto, which access roads shall be accessible for these purposes to authorized representatives of IDOT, MHTC and TRRA, but closed to public access by locked gates.
4. That a hearing be held at the Commission's offices in Springfield, Illinois within 30 days of this filing.
5. That the financial responsibility for construction costs for the two new grade separation structures, access roads and other authorized improvements shall be the responsibility of The DOT's in accordance with the terms of the Bi-State Agreement.
6. That The DOT's, in accordance with the terms of the Bi-State Agreement, shall be responsible for maintaining the two grade separation structures, the highway approaches thereto, and all other highway facilities.
7. That The DOT's shall be responsible for maintaining the access roads, except that if TRRA's use of said access roads causes damage, then TRRA shall be responsible for the costs to repair such damage.
8. That the Respondent TRRA shall remain responsible for constructing and maintaining, at its own expense, all railroad ballast, ties, rails and any other railroad related facilities running under, near and/or along the Interstate Route 70 highway overpass structures and approaches.
9. Any further relief that the Illinois Commerce Commission may deem appropriate.

Respectfully submitted,  
ILLINOIS DEPARTMENT OF TRANSPORTATION

By: *Gloria M. Camarena*  
Gloria M. Camarena  
Special Assistant Attorney General

*Cindy K. Bushur-Hallam*  
Cindy Bushur-Hallam  
Special Assistant Attorney General

Dated: *June 9, 2009*  
Illinois Department of Transportation  
JRTC 100 West Randolph, Suite 6-600  
Chicago, Illinois 60601  
Telephone (312) 793-2965

Verification

I, Gloria M. Camarena, first being duly sworn, say that I have read the above petition and know what it says. The contents of the petition are true to the best of my knowledge.

*Gloria M. Camarena*  
Gloria M. Camarena,  
Special Assistant Attorney General

Subscribed and sworn/affirmed to before me this 9<sup>th</sup> day of June, 2009.



*Irene H. Matheny*  
Notary Public, Illinois

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

STATE OF ILLINOIS, )  
ILLINOIS DEPARTMENT OF TRANSPORTATION )

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Docket No. \_\_\_\_\_

TRANSPORTATION DIV

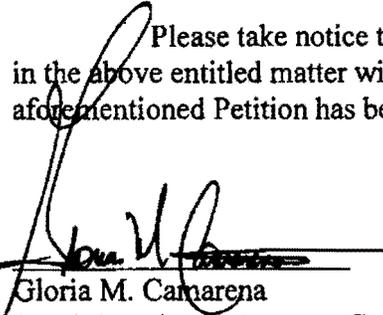
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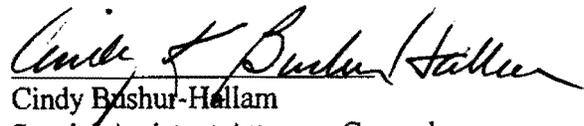
ILLINOIS COMMERCE  
COMMISSION

NOTICE OF FILING

To: David Lazarides  
Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, IL 62701

Please take notice that I have this 9<sup>th</sup> day of June, 2009 filed the attached Petition in the above entitled matter with the Illinois Commerce Commission. A copy of the aforementioned Petition has been sent to all the parties of record via first class mail.

  
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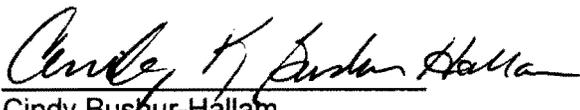
  
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Exhibit 1



BROOKLYN

FAIRMONT CITY

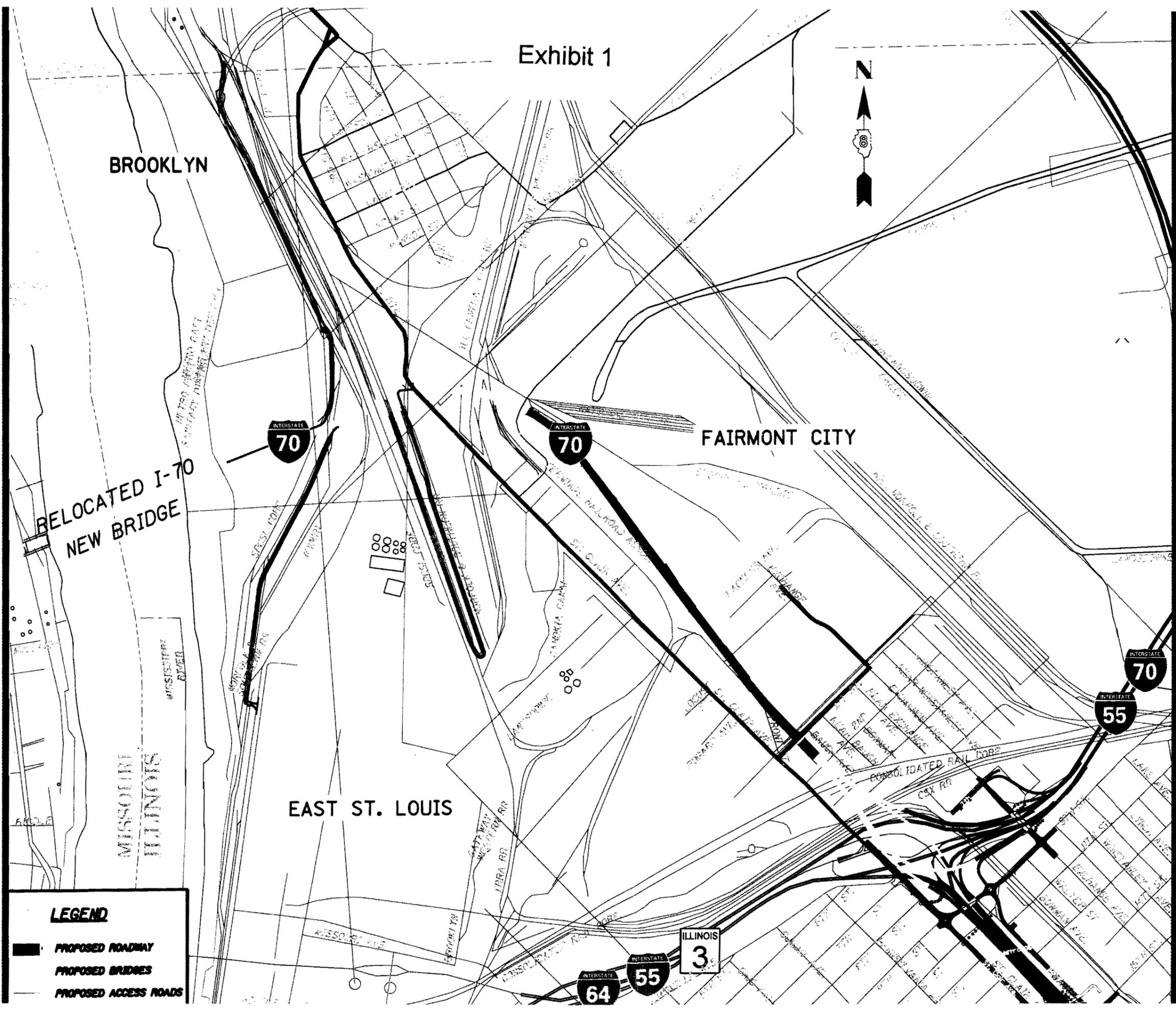
EAST ST. LOUIS

BELOCATED I-70  
NEW BRIDGE

MISSOURI  
ILLINOIS

**LEGEND**

-  PROPOSED ROADWAY
-  PROPOSED BRIDGES
-  PROPOSED ACCESS ROADS



CCO Form: BR3  
 Approved: 02/94 (MLH)  
 Revised: 11/04 (BDG)  
 Modified: 01/08 (BDG)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 ILLINOIS DEPARTMENT OF TRANSPORTATION  
 BI-STATE AGREEMENT**

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**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
BI-STATE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Missouri") and the State of Illinois, acting by and through the Illinois Department of Transportation (hereinafter, "Illinois").

WITNESSETH:

WHEREAS, Missouri and Illinois desire to construct a New Mississippi River Bridge (**NMRB**) in the vicinity of downtown St. Louis, Missouri, including associated roadways and structures easterly into Illinois and westerly into Missouri, to alleviate traffic congestion on the existing Mississippi River bridges; and

WHEREAS, the proposed NMRB (Mo Bridge No. A6500) on Interstate 70 will cross the Mississippi River between St. Louis, Missouri, and St. Clair County, Illinois; and

WHEREAS, in furtherance of satisfying the demand for an additional river crossing bridge in downtown St. Louis, the purpose of this Agreement is to establish each state's general obligation covering the division of cost and other matters relative to completion of the Environmental Study, establishment of the Project Management, and the design and construction of the proposed NMRB including the Missouri and Illinois approach structures.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations in this Agreement, the parties agree as follows:

(1) RESPONSIBILITY, ADMINISTRATION AND CONSTRUCTION:

(A) The New Mississippi River Bridge: It consists of a 4 lane NMRB including the associated Missouri and Illinois approach Structures (approximate station limits of Sta. 63+00 to Sta. 128+00, as shown in Exhibit A) (hereinafter, the "project").

1. Lead State General Responsibilities: Missouri will be the lead state for the project to complete the study of the NMRB location, general design features, and environmental consequences of the Project and connecting roadways for approval by the Federal Highway Administration, Missouri Division. The duties of the lead state shall include, but not be limited to, direct supervision, coordination and administration of the project management, detailed construction plans, coordination of the acquisition of all right of way and relocation of all utilities, many of which will be complex and significant, letting and construction inspection, and approvals or clearances with all state and federal agencies.

A. Specific Responsibilities:

(I) Illinois will use its own procedures to perform such cultural resource studies, hazardous waste studies, biological and agricultural studies and interagency coordination as are required in Illinois and provide the results to Missouri for use in the environmental study.

(II) A Project Executive Committee made up of 3 Missouri appointees and 3 Illinois appointees will be responsible for the selection of the design consultant, the approval of the bridge type and aesthetic features, the approval of the final design, recommendation to Missouri on award or rejection of the construction contract and the delivery of the structure on time and within budget. The Project Executive Committee will make a formal evaluation of project cost and schedule at the following four milestones:

- (a) Complete fifty percent of the design plans;
- (b) Complete fifty percent of land acquisition and utility relocation;
- (c) Prior to the award of construction; and
- (d) Prior to the completion of construction.

The Project Executive Committee shall also be responsible to set the DBE goals and to approve the DBE utilization plans for all contracts, and, in addition, the Committee shall review and approve the EEO, OJT, and Affirmative Action efforts of the contractors considered for the selection or award of contracts for the work of this Project in order to assure maximum attainment in accordance with the regulations and laws governing federally-assisted contracts. Missouri will appoint a Project Director who will be authorized and empowered to make timely and cost effective decisions at the project level and will report to Project Executive Committee.

(III) As lead state, Missouri will procure all contracts. The actual construction work shall be performed through contracts awarded by competitive bidding unless otherwise mutually agreed by the respective States. Procurement of design and construction services will follow all applicable Missouri and federal statutes related to construction of state and interstate highways. Missouri will not select any consultant or award any construction contract without written concurrence from Illinois

(IV) Missouri and Illinois will mutually agree on the name to be given to the NMRB.

B. Design Criteria: Missouri and Illinois agree that the NMRB:

- (I) preferred structure type will be a cable-stayed bridge;
- (II) shall have a 100 year design life;

(III) shall meet 2007 AASHTO Load Resistant Factor Design;

(IV) shall accommodate at least 4 lanes of traffic (2 lanes in each direction) and be expandable, by re-striping, to 6 lanes (3, 12-foot lanes in each direction); and

(V) shall be located according to the NEPA record of decision approved June 13, 2001.

2. Estimated Cost:

A. Total Project Cost: Both Missouri and Illinois agree that the estimated cost of the NMRB project is \$306,220,000.

B. Cost Responsibility: Illinois is responsible for \$213,000,000 of the total project cost. Missouri is responsible for \$75,000,000. Missouri is also responsible for providing an estimated additional \$18,220,000 of in-house construction engineering services. Illinois will provide funds to Missouri upon request to be applied according to the activities listed in Exhibit B. Missouri commits to delivering total bridge and approach cost for the estimated cost of \$288,000,000 and assumes full responsibility for paying total bridge and approach costs in excess of \$288,000,000. If the total bridge and approach cost is less than \$288,000,000, each state's participation will be proportionately reduced.

(B) Missouri Connection: Missouri will be responsible, at its own cost and expense, for project administration, design, acquisition of right of way, construction, and inspection of the interchange connections to I-70 within Missouri's boundary to the NMRB and approach structures (hereinafter, "Missouri's project cost"). Missouri's project cost for the construction of these connecting interchanges are not included within the estimated cost of the NMRB project as indicated in (1)(A)2, above. Missouri will seek concurrence of the East West Gateway Council of Government's Board of Directors for necessary funding from Missouri. Missouri shall coordinate the schedule for the construction of the connection with the overall NMRB project construction schedule.

(C) Illinois Connection: Illinois will be responsible, at its own cost and expense, for project administration, design, acquisition of right of way, construction, and inspection of the roadway connections to Interstates 70 and 64 within Illinois' boundary to the NMRB and approach structures (hereinafter, "Illinois' project cost"). Illinois' project cost for the construction of these connecting roadways are not included within the estimated cost of the NMRB project as indicated in (1)(A)2, above. Illinois shall coordinate the schedule for the construction of the connection with the overall NMRB project construction schedule.

(2) ILLINOIS' APPROPRIATIONS: Illinois's obligations under this Agreement

shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding source for the subject of this Agreement fails to make an appropriation or re-appropriation to pay such obligations, and Illinois's obligations under this Agreement shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to Illinois to meet such obligations. Illinois shall give Missouri notice of such termination of funding as soon as practicable after Illinois becomes aware of the failure of funding. In the event Illinois provides such notice, Missouri may terminate this Agreement or any part in this Agreement.

(3) ILLINOIS' PROMPT PAYMENT: Missouri will make progress and final payments to the contractor for the bridge and approaches and shall bill Illinois for its share of the NMRB cost up to a maximum of \$213,000,000 minus the cost of land acquisition and utility adjustments on the Illinois approach. Upon receipt of the bill, Illinois shall promptly reimburse Missouri for Illinois' share of the cost.

(4) SOVEREIGNTY: Missouri and Illinois enter into this Agreement as sovereign states and not as principal and agent or as a joint venture.

(5) SOVEREIGN IMMUNITY: All contracts entered into pursuant to this Agreement shall be construed in accordance with the laws of the State of Missouri, and any action upon a contract brought by a contractor shall be maintained in the Circuit Court of Cole County, Missouri. Nothing herein shall be construed as consent by the State of Missouri to suit in the courts of the State of Illinois or a waiver of its sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States. Nothing herein shall be construed as consent by the State of Illinois to suit in courts of the State of Missouri or a waiver of its sovereign immunity or rights under the Eleventh Article of Amendment to the Constitution of the United States.

(6) NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall be deemed to create or give rise to any right of action in, or any liability to, or any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by either party to comply with the terms of this Agreement. This Agreement does not grant any rights to any party except Illinois and Missouri.

(7) RECORDS MAINTENANCE: Missouri and Illinois shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and/or supporting cost proposals on the project and shall make such materials available for inspection by the other State and authorized representatives of the Federal government for a period of five (5) years after the date of completion.

(8) VALIDITY OF AGREEMENT: If any sections, provisions, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision or part not to be found to be invalid or unconstitutional.

(9) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of Illinois and Missouri.

(10) ASSIGNMENT: Neither party will assign, transfer or delegate any interest in this Agreement without the prior written consent of the other party.

(11) TIME OF THE ESSENCE: The parties agree that due to financial considerations and constraints, time is of the essence with respect to each and every provision of this Agreement and that the parties agree to timely perform their obligations under the Agreement.

(12) MISSOURI REPRESENTATIVE: The Missouri Department of Transportation's St. Louis Area District Engineer is designated as Missouri's representative for the purpose of administering the provisions of this Agreement. Missouri's representative may designate by written notice other persons having the authority to act on behalf of Missouri in furtherance of the performance of this Agreement.

(13) ILLINOIS REPRESENTATIVE: The Illinois Department of Transportation's Deputy Director of Highways, Region 5 Engineer is designated as Illinois' representative for the purpose of administering the provisions of this Agreement. Illinois' representative may designate by written notice other persons having the authority to act on behalf of Illinois in furtherance of the performance of this Agreement.

(14) ORIGINAL AGREEMENT: This Agreement is a separate and independent understanding and arrangement between the parties and in no way affects the terms of the agreements between the parties dated October 16, 1991 and April 14, 2000 and any amendments or supplements to those agreements. However to the extent of any conflicts or inconsistencies between this Agreement and the earlier dated agreements, this Agreement shall supercede and take priority over the terms of the agreement between the parties dated October 16, 1991 and the agreement dated April 14, 2000 and any amendments or supplements to those agreements

(15) SUPPLEMENTAL AND FUTURE AGREEMENTS: This Agreement represents a general framework between the parties regarding the proposed NMRB Project. The parties agree and recognize that specific details and responsibilities regarding other issues, such as acquisition of right of way, utility negotiations and relocation, project limits, maintenance, invoicing, and other items not specifically mentioned herein, will be addressed and documented in a supplemental agreement to this Agreement. Upon completion of the NMRB, Missouri and Illinois will enter into subsequent mutually acceptable agreements regarding future routine maintenance, repair, rehabilitation and reconstruction of the NMRB.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Illinois this 28 day of February, 2008.

Executed by Missouri this 28 day of February, 2008.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

Patrick R. Roe  
Title DIRECTOR

ILLINOIS DEPARTMENT OF  
TRANSPORTATION

By [Signature]  
Title Secretary

ATTEST:

[Signature]  
Asst. Secretary to the Commission

ATTEST:

[Signature]  
Title Director of Highways

Approved as to Form:

[Signature]  
Commission Counsel

Approved as to Form:

[Signature]  
Deputy Director of Highways, Region 5 Engineer

[Signature]  
Ellen J. Schanzle-Haskins  
Chief Counsel

EXHIBIT A

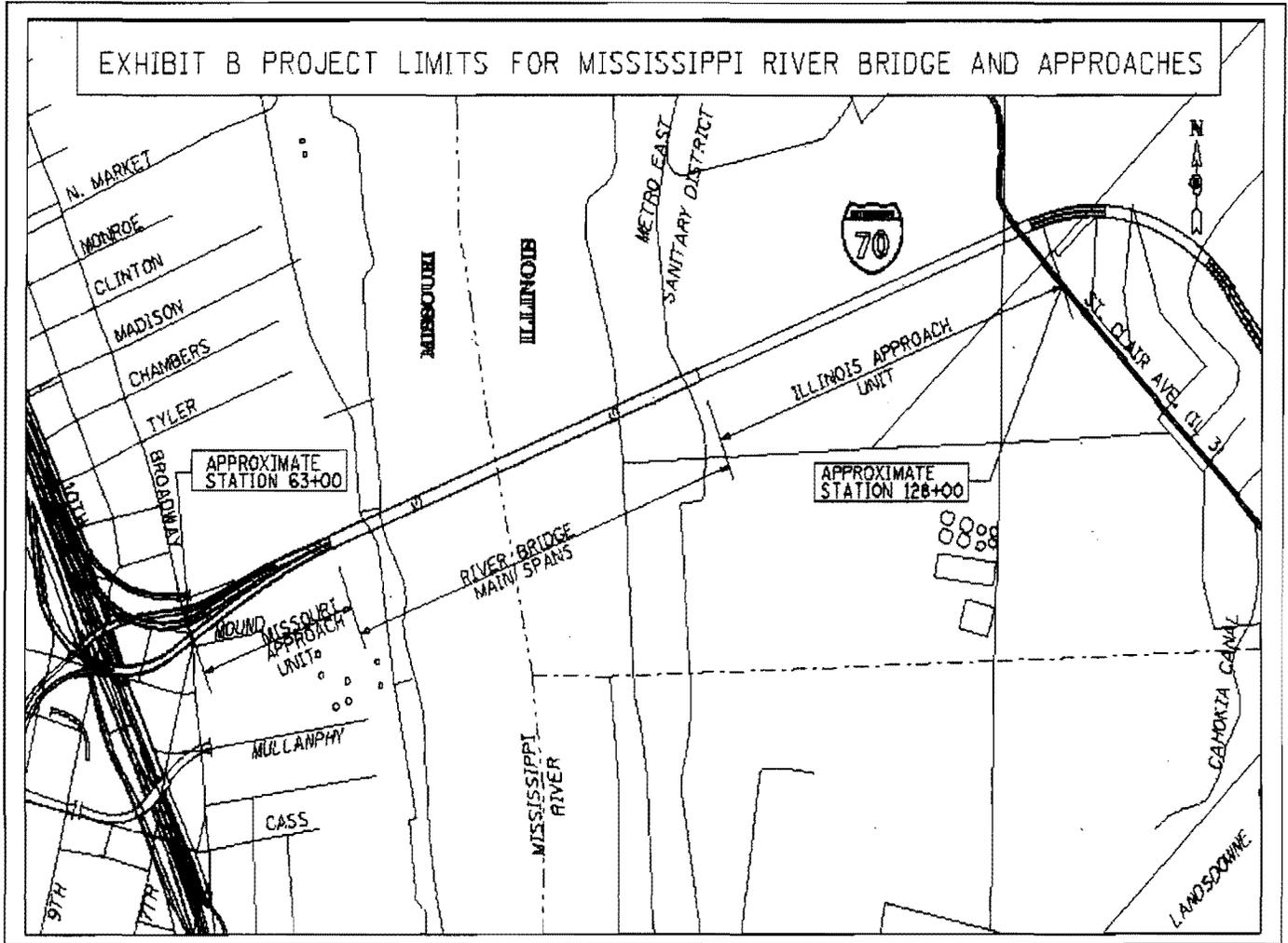


EXHIBIT A

## EXHIBIT B

### Anticipated Costs for the New Mississippi River Bridge and Approaches\*

The amounts\*\* listed in lines (1) Construction Cost through (5) Construction Engineering are simply estimates and does not prohibit the upward or downward adjustment of the costs during project administration as circumstances may require.

Project Activity	MO Approach	IL Approach	Mainspan	Cost
Construction Cost	\$15,000	\$37,500	\$158,000	\$210,500
Land Acquisition ***	\$3,000	\$2,400	Inc with Approaches	\$5,400
Utility Relocation & PE	\$1,000	\$9,000	Inc with Approaches	\$10,000
Design Engineering	\$1,200	\$3,000	\$7,000	\$11,200
Construction Engineering	\$1,000	\$2,500		\$3,500
Subtotal	\$21,200	\$54,400	\$165,000	\$240,600
Miscellaneous	\$2,100	\$5,400	\$15,840	\$23,340
Project Inflation	\$2,120	\$5,440	\$16,500	\$24,060
Total Bridge and Approach Cost	\$25,420	\$65,240	\$197,340	\$ 288,000
In House Services by Missouri				\$18,220
Total Project Cost				\$306,220
Total Illinois Responsibility				\$213,000

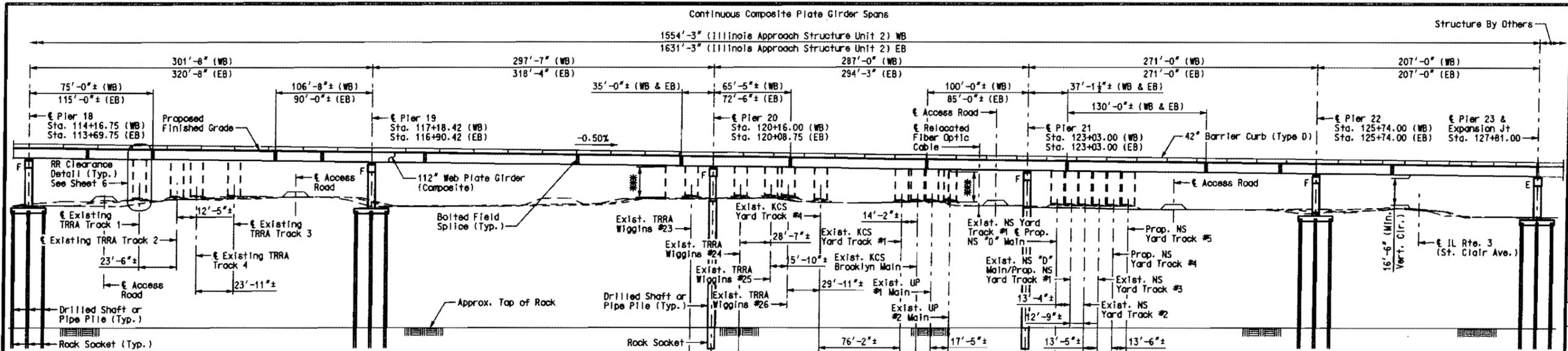
\*Combination of State and Federal Earmark Funds

\*\*Dollar amounts referenced are in millions.

\*\*\*Land Acquisition includes all costs associated with the acquisition including but not limited to pre-acquisition activities, attorney fees and final judgments.

**EXHIBIT B**



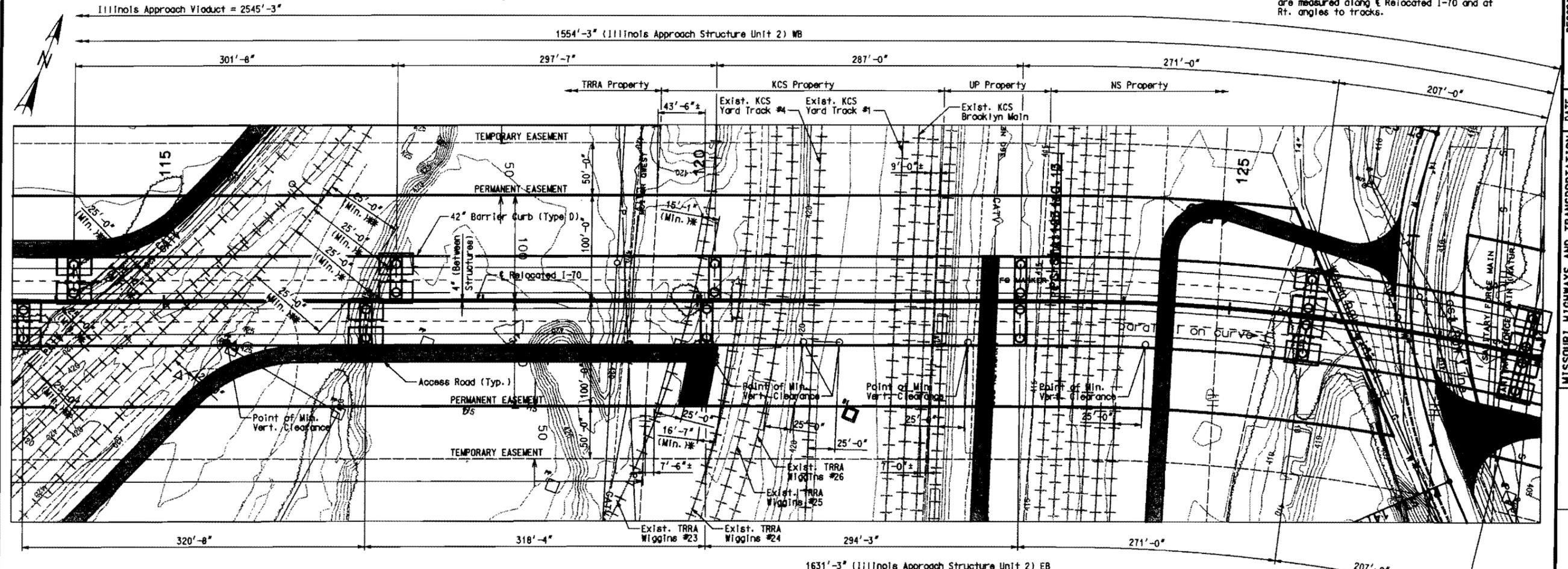


**GROUND LINES**  
 --- Existing at 50' Lt. of & Relocated I-70  
 --- Existing at & Relocated I-70  
 --- Existing at 50' Rt. of & Relocated I-70

**ELEVATION**

\*\*\* 23'-6" minimum vertical clearance across KCS R.O.W.

Notes:  
 Final vertical clearance from top of rails to bottom of superstructure to be at least 23'-6".  
 Layout lengths and pier stations provided along & Relocated I-70.  
 Dimensions shown between adjacent tracks are measured along & Relocated I-70 and at Rt. angles to tracks.

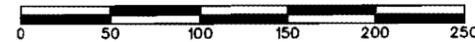


**FOR INFORMATION ONLY  
 NOT FOR CONSTRUCTION**

\* Minimum horizontal clearance from face of pier to & adjacent track.  
 \*\* Minimum horizontal clearance, edge of foundation to & track.

**PLAN**

**ILLINOIS APPROACH  
 GENERAL PLAN AND ELEVATION - UNIT 2**



Note: This drawing is not to scale. Follow dimensions.

Sheet No. 3 of 14

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."	
DATE	
DATE PREPARED 3/24/09	
ROUTE I-70	STATE IL
DISTRICT BR	SHEET NO.
COUNTY St. Clair	
JOB NO. J610984C	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO. A6500	
DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

106 WEST CAPITOL  
 JEFFERSON CITY, MO 65102  
 1-888-ASK-MODOT (1-888-275-4336)

**HNTB**

715 KIRK DRIVE  
 KANSAS CITY, MO 64105-1310  
 TELEPHONE (816) 472-1201  
 CERTIFICATE OF AUTHORITY NO. 001270

Detailed Checked