

ATTACHMENT A

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT

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 of 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 of 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.

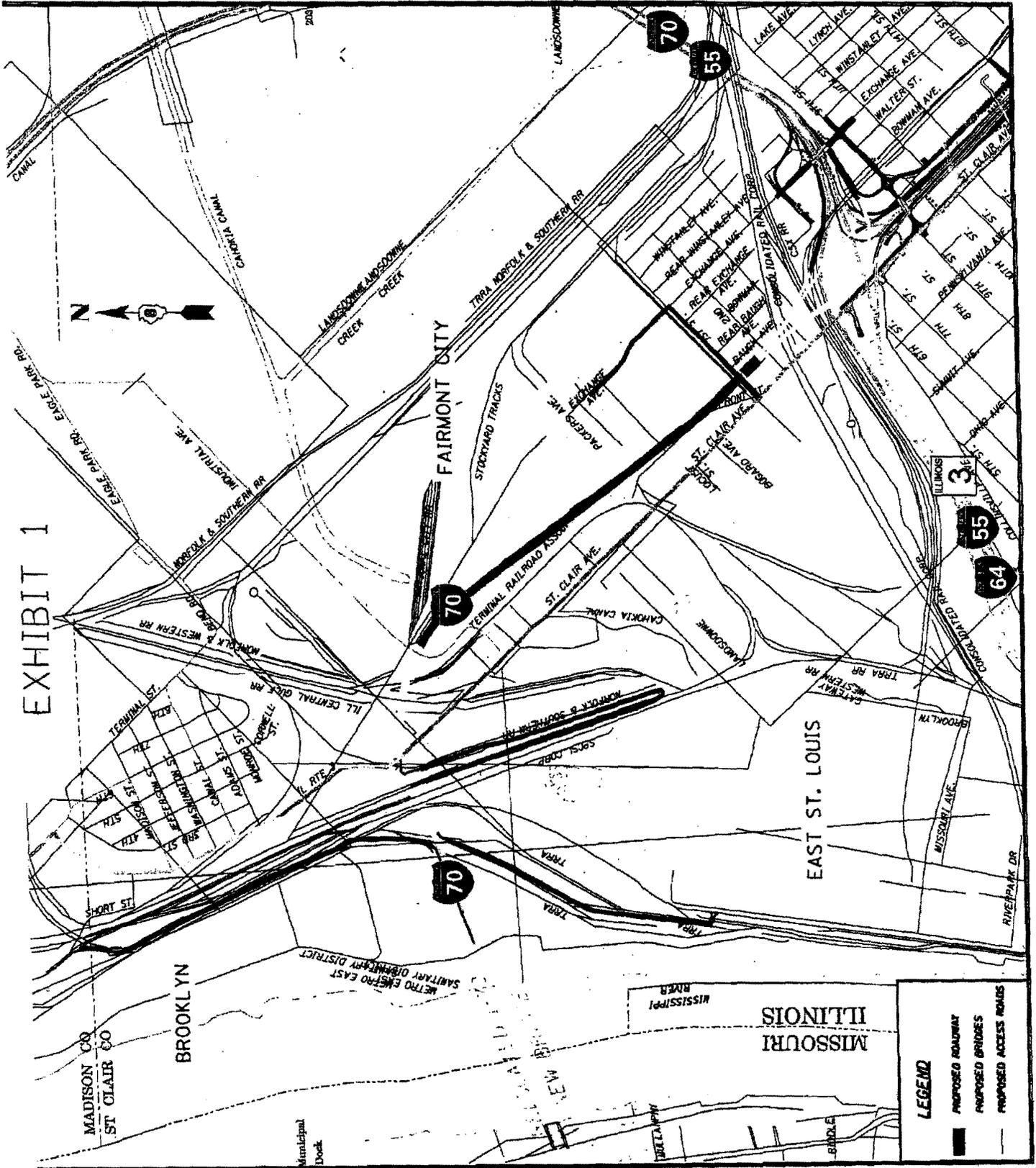
Environmental Protection Act. The COMPANY certifies in accordance with 30 ILCS 500/50-12 that the COMPANY is not barred from being awarded a contract under this Section. The COMPANY acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

State Prohibition of Goods from Forced Labor Act. The COMPANY certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

Application of Prevailing Wage Act to Grant Recipients. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provision of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision

as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

EXHIBIT 1

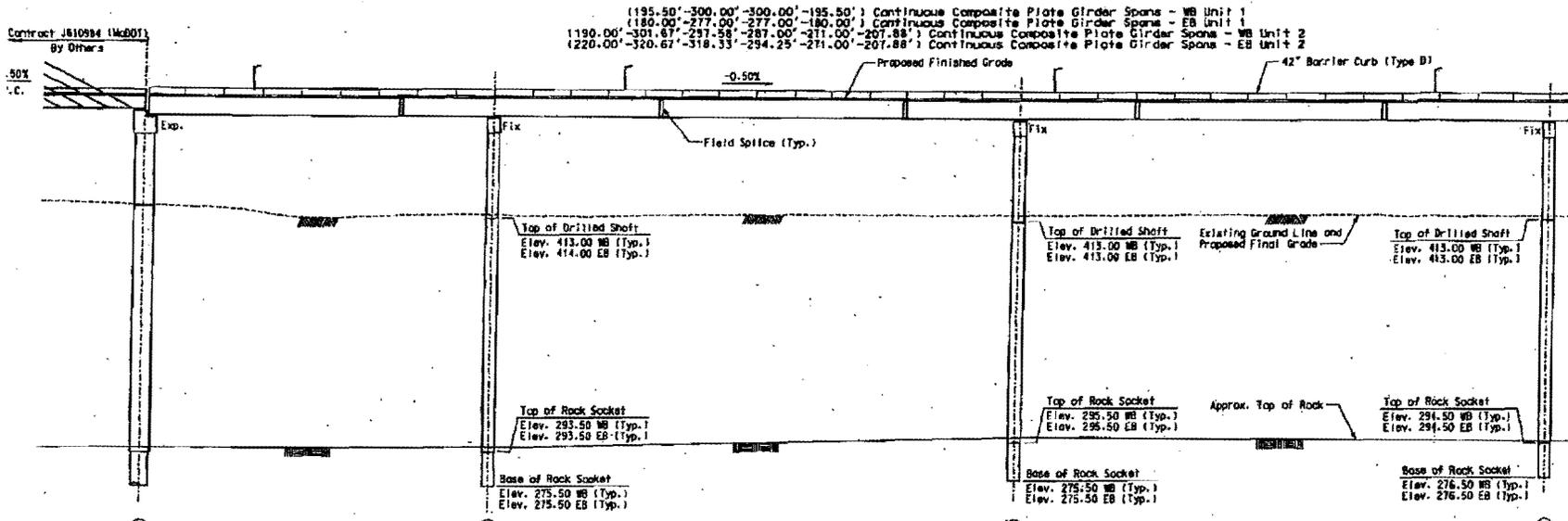


LEGEND

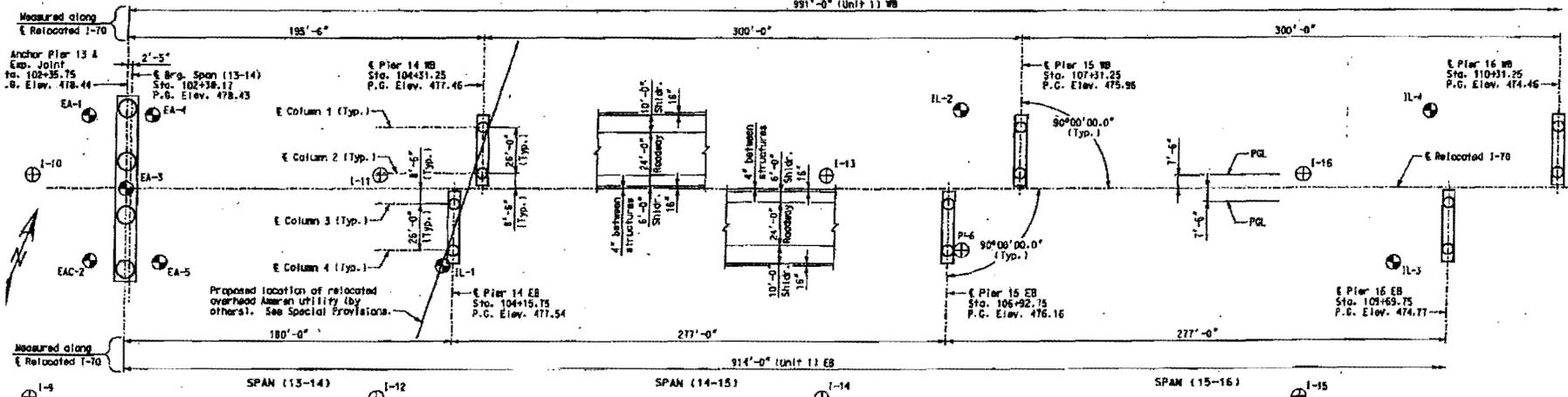
- PROPOSED ROADWAY
- PROPOSED BRIDGES
- PROPOSED ACCESS ROADS

EXHIBIT 1

LINE LABELS ARE FOR IDENTIFICATION PURPOSES ONLY; OWNERSHIP OF UNDERLYING PROPERTY SUBJECT TO CONFIRMATION



PART GENERAL ELEVATION
(Eastbound Spans Shown)



PART PLAN

Disclaimer Regarding Boring Log Data
Locations of all subsurface borings for this structure are shown on the bridge plan sheets. Boring data for the locations shown are located on Sheet Nos. 9 thru 15. Boring data for all locations indicated, as well as any other boring logs or other factual records, face data and investigations performed by the department for the design of the project, will be included in the bridge electronic deliverable file or will be available from the Project Contact upon request as outlined in the Project Special Provisions. No greater significance or weight should be placed on the boring data depicted on the plan sheets than is subsurface data available from the logs or elsewhere.
Borings represent the findings from the drill hole at the location and time shown. Any inferences, interpolations or extensions beyond the diameter of the drilling instrument are not warranted and only be used by others, for any reason, at their own risk. Any claims for either Type I or II file condition by a bidder or contractor or those claiming under them will be judged by the based on his/her engineering judgement as to the range of possible reasonable expectations of borings produced.

- Notes:**
- ⊕ Indicates location of borings drilled in 2008 - 2009.
 - ⊕ Indicates approximate location of borings drilled prior to 2008.
- All dimensions are horizontal.

- B.M. #7. Set in the southwest corner of concrete to a 6'x6' sq. manhole structure on the east side of Front Street in gravel at edge of asphalt between low service pumpstation and Bistate Warehousing, Inc. 650 N. Front Street, 0.7 mile north of the intersection of Front Street and River Park, St. Louis, MO. Elev. = 416.06
- B.M. #8. Set in concrete median on the east side of Illinois Route 3 (St. Clair Ave.) between two railroad bridges. Approximately 0.1 mile south of 1st Street in front of 301 St. Clair Ave. Warehouse & Store Fixtures Co. Elev. = 420.18
- B.M. #9. Set in the back of a 4.5' concrete walk (end of walk), located on the west side of Illinois Route 3 approximately 0.3 miles south of Canal Street. Elev. = 414.02

GENERAL PLAN AND ELEVATION - SPANS (13-14), (14-15), AND (15-16)

UL 2009
UL 2009

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

Sheet No. 3 of 52

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PLT D
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CHECK
DRAWN
REVISE
REVISE
REVISE

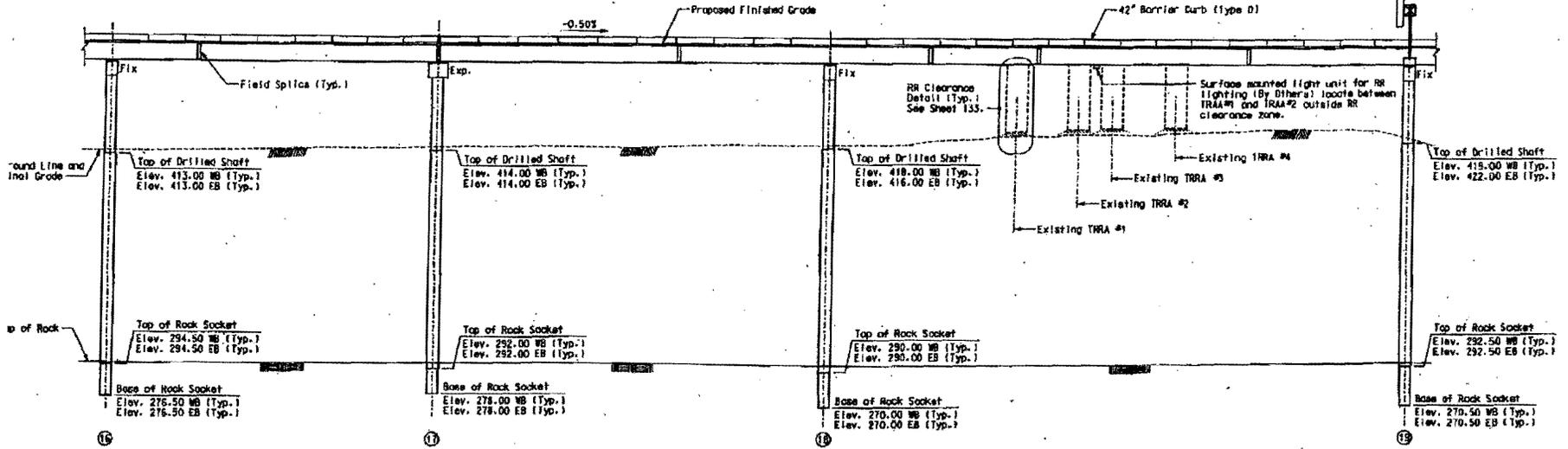
STATE OF ILLINOIS



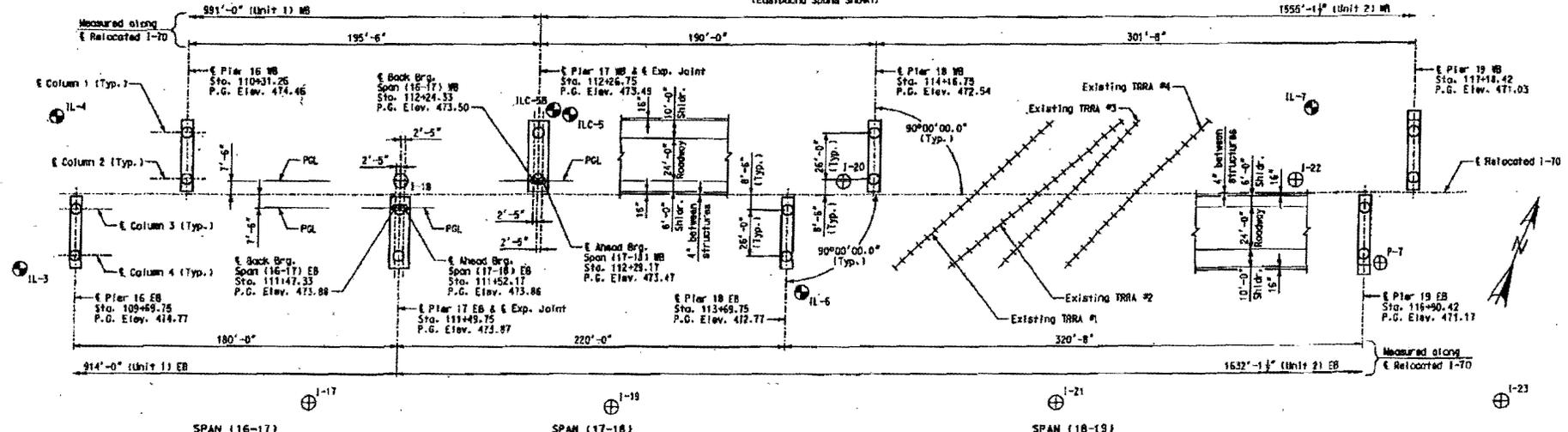
EXHIBIT 1

LINE LABELS ARE FOR IDENTIFICATION PURPOSES ONLY; OWNERSHIP OF UNDERLYING PROPERTY SUBJECT TO CONFIRMATION

(195.50'-300.00'-300.00'-195.50') Continuous Composite Plate Girder Spans - WB Unit 1
 (180.00'-277.00'-277.00'-180.00') Continuous Composite Plate Girder Spans - EB Unit 1
 (190.00'-301.67'-297.58'-287.00'-271.00'-207.88') Continuous Composite Plate Girder Spans - WB Unit 2
 (220.00'-320.67'-316.33'-294.25'-271.00'-207.88') Continuous Composite Plate Girder Spans - EB Unit 2



PART GENERAL ELEVATION
(Eastbound Spans Shown)



PART PLAN

SPAN (16-17)
 Notes:
 * Indicates location of borings drilled in 2008 - 2009.
 * Indicates approximate location of borings drilled prior to 2008.
 All dimensions are horizontal.
 Boring data for the borings drilled in 2008 - 2009 is shown on Sheet Nos. 9 thru 15.
 See sheet no. 108 for light pole bilateral layout.

GENERAL PLAN AND ELEVATION - SPANS (16-17), (17-18), AND (18-19)

Note: This drawing is not to scale. Follow dimensions. Sheet No. 4 of 152

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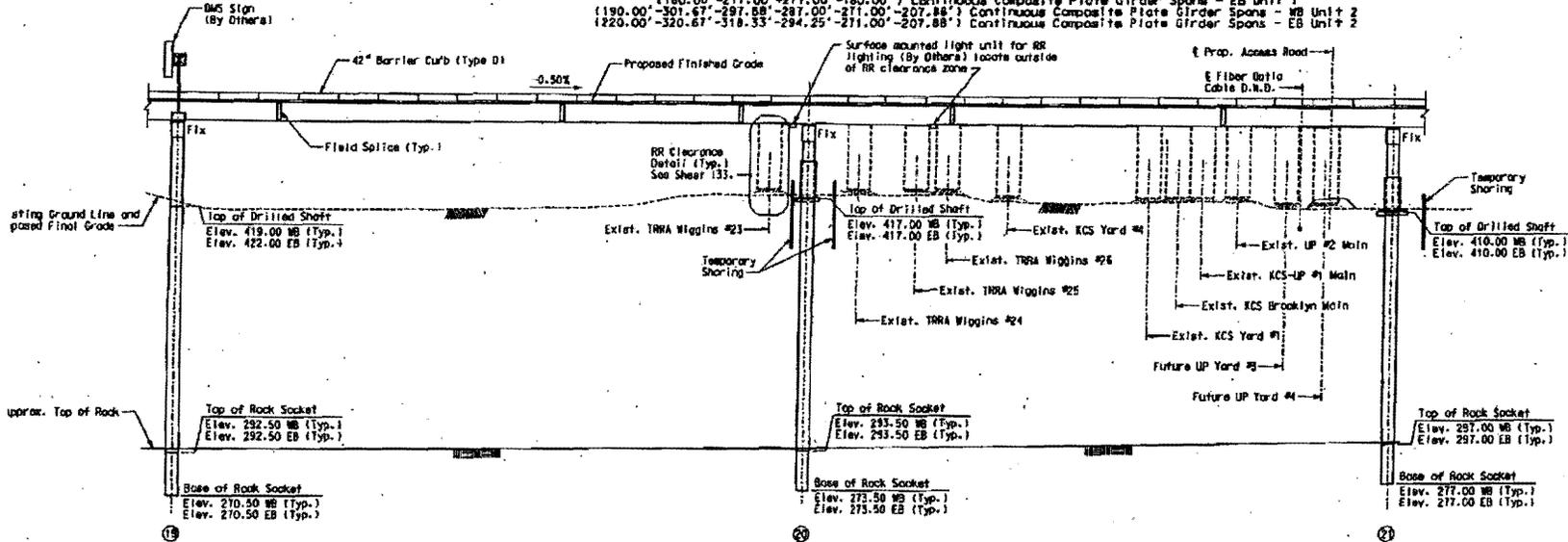
STATE OF ILLINOIS

JUL 2009
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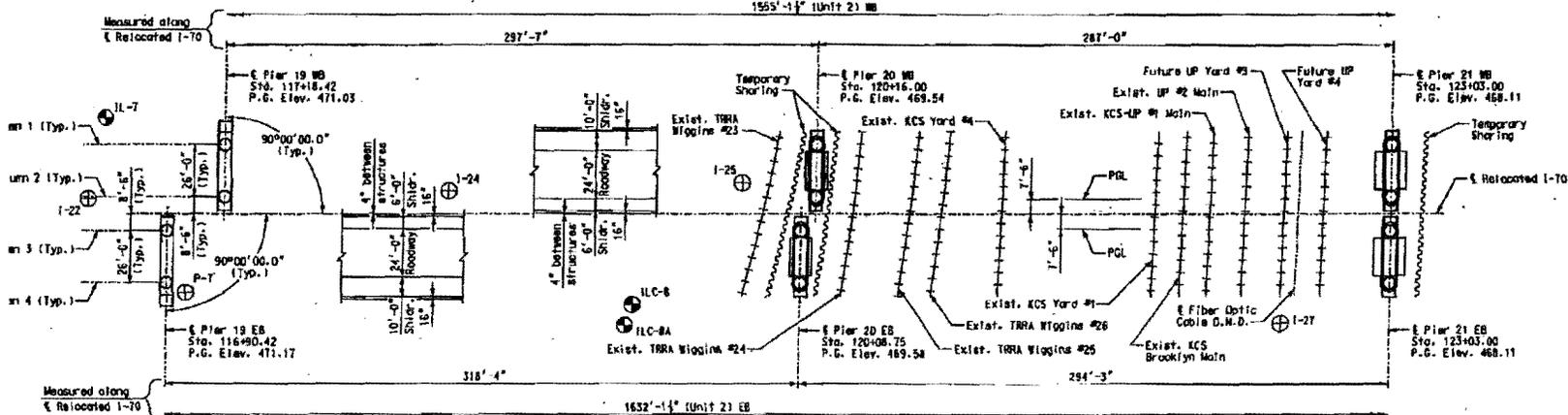
EXHIBIT 1

LINE LABELS ARE FOR IDENTIFICATION PURPOSES ONLY: OWNERSHIP OF UNDERLYING PROPERTY SUBJECT TO CONFIRMATION

(195.50'-300.00'-300.00'-195.50') Continuous Composite Plate Girder Spans - WB Unit 1
 (180.00'-277.00'-277.00'-180.00') Continuous Composite Plate Girder Spans - EB Unit 1
 (190.00'-301.67'-297.88'-287.00'-207.88') Continuous Composite Plate Girder Spans - WB Unit 2
 (220.00'-320.67'-318.33'-294.25'-271.00'-207.88') Continuous Composite Plate Girder Spans - EB Unit 2



PART GENERAL ELEVATION
(Eastbound Spans Shown)



PART PLAN

Notes:

- ⊕ indicates location of borings drilled in 2008 - 2009.
- ⊙ indicates approximate location of borings drilled prior to 2008.
- All dimensions are horizontal.
- Boring data for the borings drilled in 2008 - 2009 is shown on Sheet Nos. 9 thru 15.
- See sheet no. 10B for light pole blister layout.

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

Sheet No. 5 of 52

GENERAL PLAN AND ELEVATION - SPANS (19-20) AND (20-21)

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STATE OF ILLINOIS

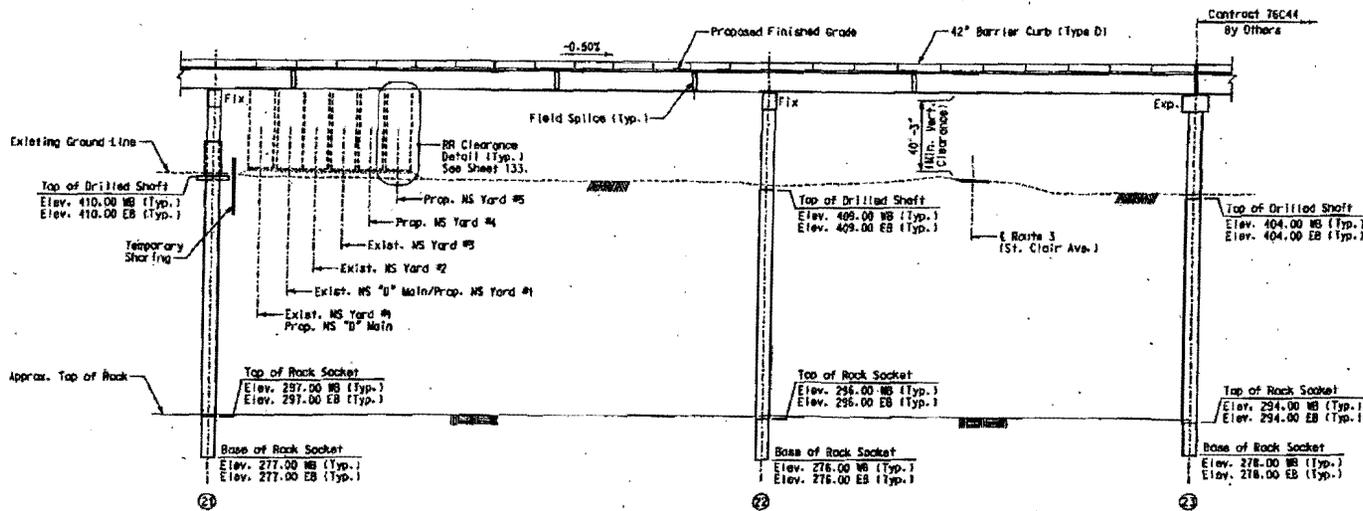


JUL 2009
JUL 2009

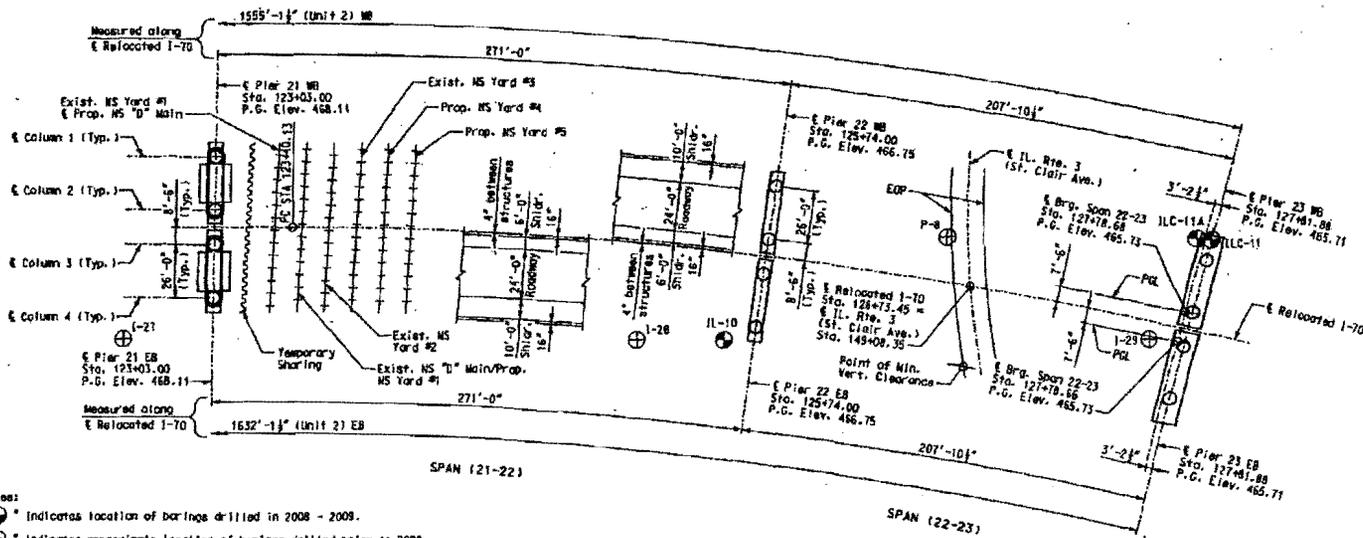
EXHIBIT J

L LINE LABELS ARE FOR IDENTIFICATION PURPOSES ONLY: OWNERSHIP OF UNDERLYING PROPERTY SUBJECT TO CONFIRMATION

1195.50'-300.00'-300.00'-195.50') Continuous Composite Plate Girder Spans - NB Unit 1
 (180.00'-277.00'-277.00'-180.00') Continuous Composite Plate Girder Spans - EB Unit 1
 (190.00'-301.67'-297.58'-287.00'-271.00'-207.88') Continuous Composite Plate Girder Spans - NB Unit 2
 (220.00'-320.67'-318.33'-294.25'-271.00'-207.88') Continuous Composite Plate Girder Spans - EB Unit 2



PART GENERAL ELEVATION
 (Eastbound Spans Shown)



PART PLAN

Notes:
 ⊕ indicates location of borings drilled in 2008 - 2009.
 ⊕ indicates approximate location of borings drilled prior to 2008.
 All dimensions are horizontal.
 Boring data for the borings drilled in 2008 - 2009 is shown on Sheet Nos. 9 thru 15.

GENERAL PLAN AND ELEVATION - SPANS (21-22) AND (22-23)

JUL 2009
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Note: This drawing is not to scale. Follow dimensions.

Sheet No. 8 of 152

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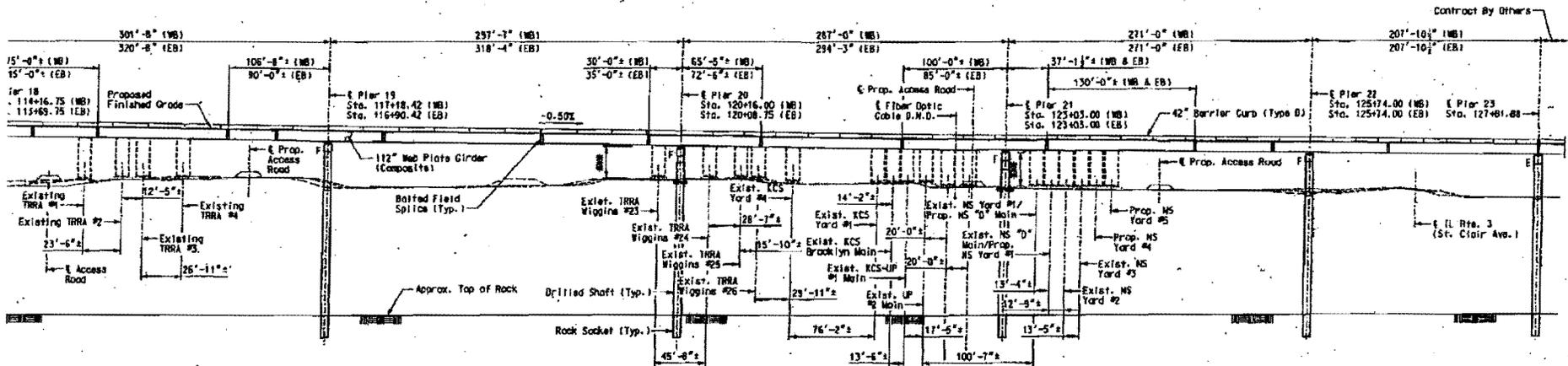
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STATE OF ILLINOIS



EXHIBIT I

LINE LABELS ARE FOR IDENTIFICATION PURPOSES ONLY; OWNERSHIP OF UNDERLYING PROPERTY SUBJECT TO CONFIRMATION

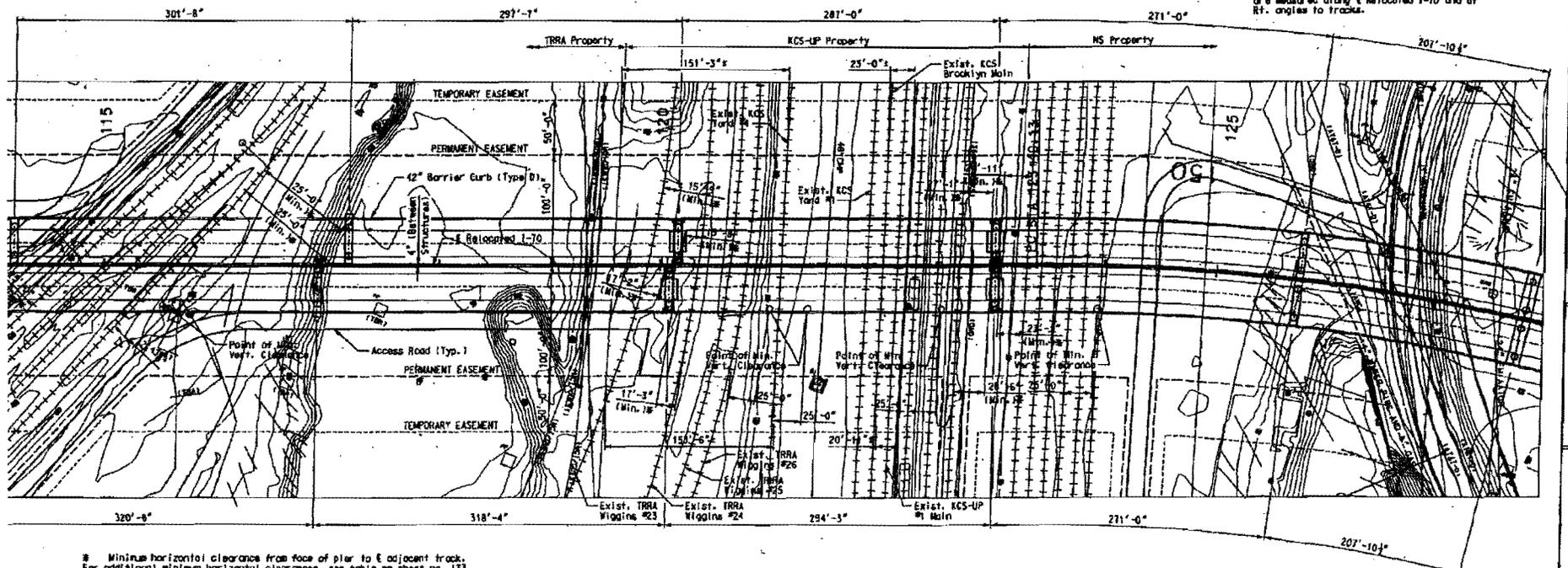


GROUND LINES

- Existing at 50' Lt. of Relocated I-70
- Existing at Relocated I-70
- Existing at 50' Rt. of Relocated I-70

ELEVATION

Notes:
 Final vertical clearance from top of rails to bottom of superstructure to be at least 23'-6". For actual minimum vertical clearances, see table on sheet no. 133.
 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.



PLAN

8 Minimum horizontal clearance from face of pier to adjacent track. For additional minimum horizontal clearances, see table on sheet no. 133.
 23'-6" minimum vertical clearance across KCS and UPRR R.D.#.

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

Sheet No. 132 of 152

RAILROAD LAYOUT

ILL 2009
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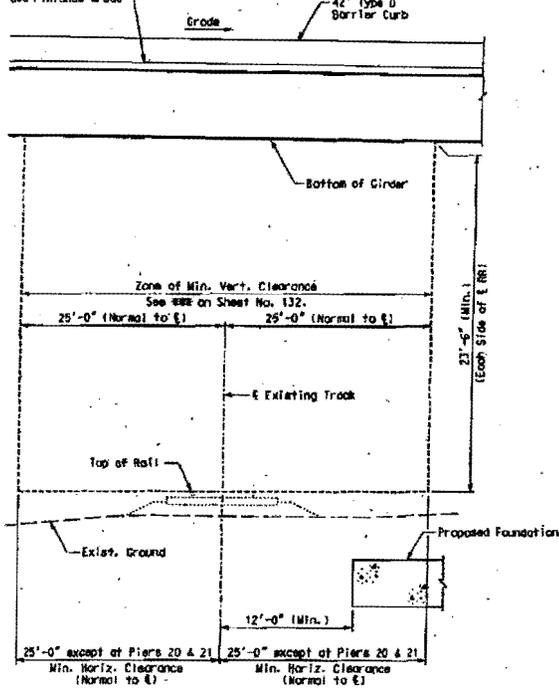
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STATE OF ILLINOIS



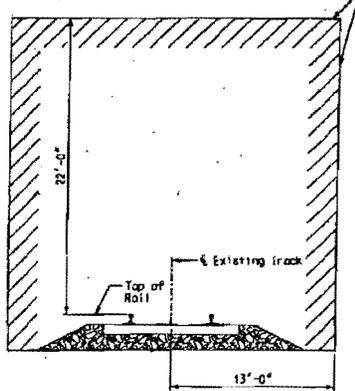
EXHIBIT I

LINE LABELS ARE FOR IDENTIFICATION PURPOSES ONLY; OWNERSHIP OF UNDERLYING PROPERTY SUBJECT TO CONFIRMATION



RR CLEARANCE DETAIL

No construction activities or other obstructions shall be placed within these limits



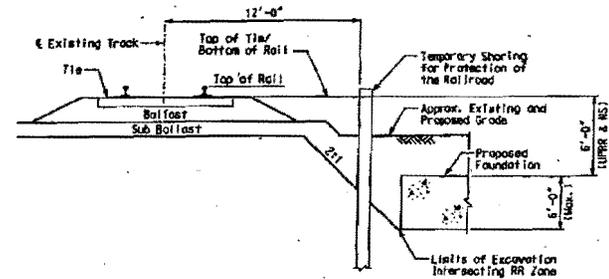
MINIMUM CONSTRUCTION CLEARANCE ENVELOPE
(Normal to E Track) (Except at Pier 20)

SUMMARY OF ACTUAL MIN. VERTICAL CLEARANCE

| Track | Minimum Vertical Clearance (ft) | Location of Minimum Vertical Clearance |
|-------------------|---------------------------------|--|
| TRRA #1 | 37.045 | WB Girder 1 |
| TRRA #2 | 36.773 | WB Girder 1 |
| TRRA #3 | 36.457 | WB Girder 1 |
| TRRA #4 | 36.163 | WB Girder 1 |
| Wiggins #23 | 35.064 | WB Girder 1 |
| Wiggins #24 | 34.522 | EB Girder 8 |
| Wiggins #25 | 33.560 | EB Girder 8 |
| Wiggins #26 | 33.472 | EB Girder 8 |
| KCS #4 | 39.170 | EB Girder 8 |
| KCS Yard Track #1 | 37.151 | EB Girder 8 |
| KCS Brooklyn | 37.031 | EB Girder 8 |
| U.P. #1 | 36.613 | EB Girder 8 |
| U.P. #2 | 36.950 | EB Girder 8 |
| NS Yard #1 | 41.049 | EB Girder 8 |
| NS Yard #2 | 41.262 | EB Girder 8 |
| NS Yard #3 | 41.011 | EB Girder 8 |
| NS Yard #4 | 41.493 | EB Girder 8 |
| NS Yard #5 | Proposed | n/a |
| NS Yard #6 | Proposed | n/a |
| IL Route 3 SB EDP | 40.287 | EB Girder 8 |
| Centerline | 41.211 | EB Girder 8 |
| WB EDP | 42.893 | EB Girder 8 |

General Notes:

- The proposed grade separation project shall not increase the quantity and/or characteristics of the flow in the TRRA, NS, UP and KCS ditches and/or drainage structures.
- The elevation of the existing top-of-rail profile shall be verified before beginning construction. All discrepancies shall be brought to the attention of the Railroad prior to construction.
- All shoring systems that impact the TRRA, NS, UP and KCS operations and/or support the Railroad's easement shall be designed and constructed per current Railroad Guidelines for Temporary Shoring. Shoring systems shall be paid for under Temporary Shoring.
- All demolitions within the TRRA, NS, UP and KCS right-of-way and/or easement that may impact the Railroad's tracks or operations shall be in compliance with the Railroad's Demolition Guidelines.
- Erection over the TRRA, NS, UP and KCS right-of-way shall be designed to cause no interruption to the Railroad's operation, enabling the tracks to remain open to traffic per the Railroad's requirements.
- Girders may not be set until notification is received from assigned flagman that a sufficient window of time is available. At least 1/2 of all bolts in each splice shall be placed prior to release of the girder.
- UP and NS Railroad requirements do not allow work within 50 feet of track centerline when a train passes the work site and all personnel must clear the area within 25 feet of the track centerline and secure all equipment.
- All permanent clearances shall be verified before project closing.
- Erosion control measures shall be implemented and maintained during construction to prevent siltation of Railroad ditches. In addition to IDOT requirements, such measures shall be subject to review and approval of the affected Railroads.
- Contractor is advised that turnaround space at ends of access roads is limited. Caution shall be exercised to avoid fouling tracks.



TYPICAL SHORING DETAIL

SUMMARY OF ACTUAL MIN. HORIZONTAL CLEARANCES

| Track | Pier | Min. Horiz. Clearance From E Track to Face of Pier | Min. Horiz. Clearance From E Track to Footing |
|-------------------|-------|--|---|
| Wiggins #23 | 20 WB | 15'-3" | 13'-4" |
| | 20 EB | 17'-2" | 15'-0" |
| Wiggins #24 | 20 WB | 15'-8" | 12'-10" |
| | 20 EB | 17'-3" | 14'-7" |
| Wiggins #25 | 21 WB | 259'-8" | 256'-5" |
| | 21 EB | 253'-6" | 250'-5" |
| Wiggins #26 | 20 WB | 44'-3" | 41'-4" |
| | 20 EB | 45'-10" | 43'-5" |
| KCS #4 | 21 WB | 231'-5" | 228'-2" |
| | 21 EB | 235'-0" | 231'-11" |
| KCS Yard Track #1 | 20 WB | 60'-0" | 57'-1" |
| | 20 EB | 61'-8" | 59'-0" |
| KCS Brooklyn | 21 WB | 215'-4" | 212'-5" |
| | 21 EB | 219'-2" | 216'-1" |
| KCS-UP Main #1 | 20 WB | 89'-10" | 86'-6" |
| | 20 EB | 95'-8" | 92'-4" |
| KCS-UP Main #1 | 21 WB | 188'-4" | 184'-11" |
| | 21 EB | 189'-3" | 185'-4" |
| KCS-UP Main #1 | 20 WB | 166'-1" | 162'-8" |
| | 20 EB | 171'-10" | 168'-6" |
| KCS-UP Main #1 | 21 WB | 112'-0" | 108'-3" |
| | 21 EB | 113'-6" | 110'-2" |
| KCS-UP Main #1 | 20 WB | 180'-3" | 176'-11" |
| | 20 EB | 186'-0" | 182'-8" |
| KCS-UP Main #1 | 21 WB | 97'-11" | 94'-6" |
| | 21 EB | 99'-4" | 96'-0" |
| KCS-UP Main #1 | 20 WB | 193'-8" | 190'-4" |
| | 20 EB | 199'-6" | 196'-2" |
| KCS-UP Main #1 | 21 WB | 84'-5" | 81'-0" |
| | 21 EB | 85'-11" | 82'-6" |

DEPTH FROM BOTTOM OF RAIL TO TOP OF FOOTING

| Track | Pier | Depth |
|-------------|-------|-------|
| Wiggins #23 | 20 WB | 5'-3" |
| | 20 EB | 5'-0" |
| Wiggins #24 | 20 WB | 5'-9" |
| | 20 EB | 5'-7" |

JUL 2008
JUL 2009

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

Sheet No. 133 of 152

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RAILROAD CLEARANCE DETAILS

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REVISED
REVISED
REVISED

STATE OF ILLINOIS



EXHIBIT 2

ESTIMATE OF: ENGINEERING REVIEW AND CONSTRUCTION INSPECTION ACTIVITIES BY THE KANSAS CITY SOUTHERN RAILWAY COMPANY FOR THE ILLINOIS DEPARTMENT OF TRANSPORTATION RELATED TO THE CONSTRUCTION PROJECT OF FAP ROUTE 999 ("RELOCATED I-70").

DESCRIPTION OF WORK: Perform Engineering Design Review and Construction Inspection related to the highway overpass construction project for the Illinois Department of Transportation at KCS Milepost 279.34 on the East St Louis Subdivision.

I-70 overpass bridge at KCS in Brooklyn, IL
KCS Milepost 279.34 East St. Louis Subdivision
KCSR file 4834

Date: February 5, 2010

| <u>DESCRIPTION</u> | <u>LABOR</u> | <u>MATERIAL</u> | <u>STATE TOTAL</u> |
|--|--------------------|-----------------|--------------------|
| Engineering Design Review & Construction inspection | \$50,000.00 | \$0.00 | |
| TOTAL PROJECT | \$50,000.00 | \$0.00 | \$50,000.00 |

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST, THE STATE WILL BE BILLED FOR ACTUAL COST AT THE CURRENT EFFECTIVE RATE.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY REQUIREMENTS

To report an emergency on the Kansas City Southern Railway right of way call: (800) 892-6295. The project is located near Milepost 279.34 on the East St. Louis Terminal Subdivision [DOT # (To be provided by KCS Railway)].

1.0 Authority of Railroad Engineer and State Engineer

1.1 The authorized representative of The Kansas City Southern Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safety of employees of The Kansas City Southern Railway Company, herein called "Railroad", the public, and the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks.

The Railroad designates the following individual as the Railroad Engineer for this project. Except as otherwise provided in these Railroad Requirements, the Contractor shall address all notices concerning this project to the following person:

Mr. John Jacobsen
Vice President and Chief Engineer
The Kansas City Southern Railway
427 West 12th Street
Kansas City, MO 64105
c/o Mr. Srikanth Honnur, P.E.
Office: (816) 983-1138; Fax: (816) 983-1186
E-mail:SHonnur@KCSouthern.com

1.2 The authorized representative, herein called "Engineer", of the Illinois Department of Transportation herein called "Department", shall have authority over all other matters as prescribed herein and in the project plans and specifications.

1.3 The right of way of Railroad is located within this project and the Contractor shall take care to insure that no debris or material is dropped on the Railroad's tracks. The project involves operations on Railroad's right of way ("Railroad ROW") and the Contractor shall coordinate activities with the activities of the Railroad.

1.4 Indemnification of Railroad by Contractor

The term Contractor as used herein includes any and all subcontractors. The Contractor agrees to defend, indemnify and hold harmless Railroad, its directors, officers, employees, agents, successors and assigns from and against any injury or death of persons whomsoever or from any loss or damage to the Railroad's property, right of way, tracks and other facilities, herein called "Railroad's property," and from the Railroad's liability or loss incurred for damage to any other property in Railroad's care, custody or control in or upon Railroad's property, caused by acts or omissions of the Contractor in performing work on this project, whether on, over, under or in the vicinity of the Railroad's property.

In the event the Contractor shall fail to restore the Railroad's property immediately to a condition acceptable to the Railroad when any such loss or damage to the Railroad's property is called to the Contractor's attention by the Railroad, then the Railroad may perform such corrective work at the cost of the Contractor. The term "loss or damage" as used herein shall include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on the Railroad's property.

2.0 Construction Requirements

Prior to entering the Railroad's ROW, outside the Department's easements, the Prime Contractor shall obtain a Right of Entry Permit from the Railroad by paying any and all fees by contacting:

Sylvia Schmidt
Jones Lang Lasalle
3017 Lou Menk Drive, Suite 100
Fort Worth, TX 76131
Ph: 817-230-2688
Email: Sylvia.Schmidt@arn.ill.com

The Contractor's work on the Railroad's ROW shall be performed in accordance with these Railroad Requirements. The Contractor shall supply adequate equipment, labor and materials to perform the proposed work at the job site. The Contractor shall take special precaution and care to prevent any debris or material from falling on the Railroad's right of way. The safe operation of the Railroad shall take precedence over all work and nothing shall be done by the Contractor that will endanger the Railroad's operations. The Contractor shall protect the Railroad property from any damage resulting from the Contractor's acts or omissions during the highway project.

3.0 Contractor Plans and Procedures

Before performing any excavation, demolition, blasting, lifting of structural members or construction of falsework on or over Railroad's ROW or adjacent to the Railroad's ROW that may interfere with the safe operation of the trains, the Contractor shall submit its excavation, shoring, demolition, blasting, lifting of structural members and falsework plans and relevant procedures to the Engineer for review, and to the Railroad Engineer for review and approval. These plans and procedures shall be signed and sealed by a Professional engineer licensed in the State of Illinois. Plans and calculations shall also be submitted demonstrating the adequacy of the Contractor's drilled shaft casing to protect track against subsidence and/or displacements within track surcharge zones. These plans and procedures shall be signed and sealed by a Structural Engineer licensed in the State of Illinois. However, such approval shall not relieve the Contractor from any liability relating to this project. During the course of the project, the Contractor shall submit any proposed changes to the approved plans or procedures to the Engineer for review and to the Railroad Engineer for review and approval. Any clearing and grubbing to increase the sight distance for a safer construction operation, or erection of temporary structures within the Railroad property shall not be done prior to the approval of the Railroad. The Railroad Engineer shall make a decision within 30 days. Should the Railroad Engineer deny the plans and requires a resubmittal, the Railroad Engineer shall provide approval or denial and requirement for resubmittal within 30 days after receipt of the revised plans.

3.1 The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Section IV, Design and Construction of Shoring Adjacent to and on Railroad Right-Of-Way contained within the "KCS Guidelines For The Design and Construction of Railroad Overpasses and Underpasses".

3.2 The Contractor shall abide by the following minimum temporary clearances during the course of construction:

(A) 12'-0" horizontal from centerline of track

(B) 21'-0" vertical above top of rail.

3.3 The Contractor shall comply with the Railroad's rules and regulations concerning protection of persons and property and the Contractor shall consult with the Railroad Engineer concerning the Railroad's rules and regulations. Any questions arising about coordination of work between the Contractor and the Railroad Engineer or between the Contractor and others shall be taken up with the Engineer and the Contractor, Railroad Engineer and Engineer shall agree upon a method of coordination before commencing the work.

3.4 Prior to commencing any work upon, over or under the Railroad's ROW, the Contractor shall furnish to the Railroad Engineer evidence that the Contractor's insurance is in compliance with Section 6 of this special provision.

3.5 If the Contractor must cross tracks with cleated or crawler type equipment, the track shall be protected with a temporary surfacing as approved by the Railroad Engineer. Except as authorized by the Railroad, neither the Department nor its Contractor(s) or subcontractor(s) will construct a crossing over any track at any location. Where crossings are needed or desired, Department's Contractor shall make arrangements with Railroad and obtain a Permit paying any and all fees.

3.6 The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from Contractor's operations; to promptly repair eroded areas within Railroad's right-of-way and to repair any other damage to the property of the Railroad or its tenants which may result from Contractor's operations. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense. If the Contractor's method of erosion control differs from the approved plans, the Contractor must submit a proposed method of erosion control and have the method reviewed by the Railroad and Department prior to beginning any grading work on the Project site. Erosion control methods must comply with all applicable local, state and federal regulations.

3.7 The Contractor shall, reasonably throughout each work day and at the end of each work day when performing work near the Railroad's tracks, inspect the track area and clean up any debris that may have been dropped on or within ten (10) feet of Railroad's tracks. Upon completion of the Project, the Contractor shall return the Railroad ROW and all other Railroad property to a condition equal to or better than existed prior to commencement of the work. Contractor shall remove all waste, excess materials, false work and other temporary structures, and equipment, leaving the location of the work cleaned to the reasonable satisfaction of Railroad. The Contractor shall repair to the reasonable satisfaction of Railroad Engineer, and at the Contractor's sole cost and expense, any and all damages to the Railroad's property caused during construction of the Project.

4.0 Site Inspections By Railroad's Designated Representative

In addition to the office review of construction submittals, site inspections may be performed by Railroad's Designated Representative at milestone events during construction, including but not limited to the following:

- (A) Preconstruction meetings.
- (B) Excavations, shoring placement/removal, pile driving, drilling of caissons or drilled shafts adjacent to tracks.
- (C) Reinforcement and concrete placement for near track piers.
- (D) Erection of precast concrete or steel overpass bridge superstructure.
- (E) Reinforcement and concrete placement of overpass bridge decks.
- (F) Completion of the bridge structure.

The Railroad Designated Representative can either be an employee(s) of the Railroad or hired outside consultants. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by the Railroad.

A detailed construction schedule for work on Railroad ROW, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, in addition to the project schedule required by the Department, shall be provided to the Engineer for submittal to Railroad's Designated Representative for review prior to the start of the work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly, and provided to the Railroad by the Department so that site visits may be scheduled. The Department shall reimburse the Railroad all costs associated with Site Inspection work by the Railroad.

5.0 Safety and Railroad Flagging

The safe operation of the Railroad shall take precedence over Department's work on, under and above the Railroad ROW. Contractor shall not, without Railroad's prior consent, come within 25 feet of Railroad's tracks. All work of the Contractor to be performed on, above, below or adjacent to the right-of-way shall be coordinated with Railroad so as to avoid, to the greatest extent possible, interference with railroad operations. Contractor shall be solely responsible with complying with any applicable laws, rules and regulations, including but not limited to OSHA regulations governing multi-employer work sites.

While on the Railroad's ROW, Contractor shall comply with Railroad's rules and regulations concerning protection of persons and property. Railroad shall make its applicable rules available to the Contractor for review and copying.

Except as authorized by Railroad the Contractor shall not work within the "Minimum Clearance Zone" of any track. The "Minimum Clearance Zone" is defined as an area measured 25 feet,

horizontally, on either side of the centerline of track with unlimited vertical distance within the horizontal limits. Additionally, Contractor will locate all equipment, devices, and materials at a sufficient distance from any track to ensure that no apparatus or part of any equipment, device, or material, such as the boom of a crane or a dragline, could under any circumstances encroach on the "Minimum Clearance Zone" of any track.

Flagging services provided by a Railroad-qualified flagging contractor will be required whenever agents, employees or equipment of the Contractor or any of its contractors or subcontractors on this Project shall be within twenty-five feet (25') of the nearest rail, unless otherwise waived in writing by the Railroad.

Contractors shall notify the Railroad concerning any flagging services that will be required during the course of the Project, but arrangements for flagging protection must be made directly by the Contractor with a Railroad-qualified flagging contractor. Railroad's designation of a company or individual as a "qualified" flagman or flagman provider shall be construed solely as Railroad's willingness to allow said individual or entity to provide flagging services on Railroad's property without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said flagman or flagman provider. All flagmen utilized on the Project shall be treated solely as independent contractors of the Contractor, with no relationship to Railroad, for all purposes hereunder..

The Contractor shall contract directly with one of the Railroad-qualified flagging contractors and pay them directly. Contractor must provide at least one month's notice prior to the first use of flagmen. Current Railroad-qualified flagging contractors are:

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| <p><u>Railroad Protective Services</u> <u>2001 Ryan Road</u> <u>Saint Augustine, FL 32092</u> <u>Patsy Crisafi</u> <u>904-273-8121 (Office)</u> <u>904-813-9905 (Cell)</u> <u>picrisafi@aol.com</u></p> <p><u>Alternate Contact</u> <u>David Schaffer</u> <u>904-588-3433</u> <u>drsshaffer@aol.com</u></p> | <p><u>Rail Progs. Inc.</u> <u>25 Mauchly Drive, Suite 329</u> <u>Irvine, CA 92618</u> <u>Donna Beasley</u> <u>318-938-2815, Ext. 3 (Office)</u> <u>714-900-9270 (Cell)</u> <u>866-762-7619 (Fax)</u> <u>Donna.Beasley@railpros.com</u></p> <p><u>General e-mail</u> <u>flagging@railpros.com</u></p> <p><u>Alternate Contact</u> <u>Johnny Johnson</u> <u>949-278-8637 (Cell)</u> <u>johnny.johnson@railpros.com</u></p> | <p><u>JP Signal, Inc.</u> <u>P. O. Box 247</u> <u>Overton, TX 75684</u> <u>John Posey</u> <u>903-834-6578 (Office)</u> <u>903-520-8672 (Cell)</u> <u>jpsignal@earthlink.net</u></p> |
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Contractor may also obtain a list of Railroad-qualified flagging contractors together with their address and telephone numbers for flagging purposes at the proposed site by written request, sent at least 30 (thirty) days in advance, by US mail or by e-mail addressed to:

Sri Honnur, P. E.
 Engineering Department
 Post Office Box 219335
 Kansas City, MO 64121-9335

SHonnur@KCSouthern.com

Contractor will clear the tracks when directed to do so by the flagman. The presence of the flagman will not relieve Contractor of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the area where construction is occurring.

All Contractor and sub contractor's employees and supervisors who will be coming inside the Railroad ROW shall be trained, at their own costs, in Railroad's On Track Safety Rules by paying any and all applicable fees. The training can be obtained by the Railroad certified training consultant. The consultant can be contacted at:

TrackSense Inc.
308 Durst Dr. Warren, OH 44483
Phone: (330) 847-8661; Cell: (330) 219-4721;
Attention: Larry Slater
Email: lslater@neo.rr.com

5.1 The Contractor shall be advised that trains and/or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with the train schedules in this location and structure its bid assuming intermittent track windows in this period.

5.1.1 All railroad tracks within and adjacent to the Project site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on the tracks. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with railroad operations. Any and all costs associated with delays caused to the train traffic by the Contractor shall be reimbursed by the Contractor. The Department or the Contractor can audit these costs.

5.1.2 Work windows for this Project shall be coordinated with the Department's and the Railroad's Designated Representative. There are costs to the Railroad associated with granting curfews which includes but not limited to train crew costs, train delay costs, etc. All these costs shall be reimbursed by the Contractor.. The Department or the Contractor can audit these costs.

Types of work windows include Conditional Work Windows and Absolute Work Windows. As defined below:

- (A) **Conditional Work Window:** A Conditional Work Window is a period of time that railroad operations have priority over construction activities and or normally when construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track. Conditional Work Windows are available for this Project.
- (B) **Absolute Work Window:** An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the railroad track(s) and/or signals must be completely operational for train operations and all Railroad, Public Utilities Department, (PUC) and Federal Railroad Administration (FRA) requirements, codes and regulations for operational tracks must be complied with. In the situation where the operating tracks and/or signals have been affected, the Railroad will perform inspections of the work prior to placing the track back into

service. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for Railroad review.

5.2 The Contractor shall notify Railroad of the completion of work on Railroad ROW within 30 days after the completion of work on Railroad ROW. Railroad shall inspect Railroad's property within 30 days after the Contractor has given this notice, to verify the Contractor's compliance with these Railroad Requirements. Railroad shall notify the Engineer of any outstanding issues to be addressed on Railroad ROW. Engineer will notify the Contractor of work to be completed.

6.0 The Contractor hired to work on this Project within Railroad's right-of-way to provide:

- (A) Comprehensive General Liability Insurance Policy. This insurance must contain broad form contractual liability applicable to work within Railroad's right-of-way with limits of not less than three million dollars (\$3,000,000) for bodily injury and property damage per occurrence and not less than six million dollars (\$6,000,000) aggregate for all occurrences. If any part of the Project is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations.
- (B) Contractors' Protective Liability Insurance. IDOT's contractor shall furnish evidence to COMPANY that IDOT's contractor carries a contractors' Protective Liability Insurance Policy applicable to work within Railroad's right-of-way providing for a limit of not less than three million dollars (\$3,000,000) for bodily injury and property damage per occurrence and not less than six million dollars (\$6,000,000) aggregate for all occurrences.
- (C) Railroad Protective Liability Insurance (which includes Bodily Injury, Property Damage, and Physical Damage Insurance). A single Railroad Protective Liability Insurance policy, naming the COMPANY as insured, with minimum limits of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability, with an aggregate limit of \$10,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A).
- (D) Automobile Liability insurance with combined single limits of not less than \$1,000,000 per occurrence covering all vehicles owned, used or hired.
- (E) Workers' Compensation and Employer's Liability insurance coverage (Part B). Employer's liability must have limits of at least \$500,000 each accident, \$500,000 by disease each employee, and \$500,000 by disease policy limit.

The insurance specified in paragraphs (A) through (E) of this section shall be carried until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by formal acceptance by IDOT.

Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. Comprehensive General Liability and any Umbrella Liability policy will each name Kansas City Southern and Subsidiaries as an additional insured and to the fullest extent allowed under law contain a waiver of subrogation in favor of the Railroad. The Contractor will provide to Railroad a certificate of insurance reasonably satisfactory in form and content to Railroad, evidencing that all the required coverage is in force and has been endorsed to provide that no policy will be

canceled or materially altered without first giving the Railroad 30 days' prior written notice. All policies will be primary to any insurance or self-insurance Railroad may maintain for acts or omissions of the Contractor or anyone for whom the Contractor is responsible. The Contractor will include copies of relevant endorsements or policy provisions with the required certificate of insurance.

- (a) The insurer shall be rated A- or better by A.M. Best Company, Inc.
- (b) The policy shall be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93.
 - (2) CG 00 35 07 98 and CG 28 31 07 98.
- (c) The named insured shall read:

The Kansas City Southern Railway Company
427 West 12th Street
Kansas City, MO 64105

Railroad shall be named as an additional insured on all such policies.

6.1 Evidence of Insurance

The Declarations shall include the description of operations matching the project description in this special provision and shall include the appropriate Department project and contract identification numbers. The job number and project location shall appear on the Declarations and shall include the city, state and appropriate highway designation:

I-70, St. Clair County, IL
Contract Number 76D61

6.1.1 The name and address of the prime Contractor shall appear on the Declarations. The name and address of the Department shall be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party".

6.1.2 Other endorsements/forms that will be accepted are:

- (a) Broad Form Nuclear Exclusion – Form IL 00 21.
- (b) 30-day Advance Notice of Non-renewal or cancellation.
- (c) Required State Cancellation Endorsement.
- (d) Quick Reference or Index Form CL/IL 240.

6.1.3 Endorsements/forms that will NOT be acceptable are:

- (a) Any Pollution Exclusion Endorsement except CG 28 31.

- (b) Any Punitive or Exemplary Damages Exclusion.
- (c) Known injury or Damage Exclusion form CG 00 59.
- (d) Any Common Policy Conditions form.
- (e) Any other endorsement/form not specifically authorized in this special provision.

6.1.4 If any part of the work is sublet, similar insurance and evidence thereof as specified above, shall be provided by or on behalf of the subcontractor to cover the subcontractor's operations on the Railroad's right of way.

6.1.5 Prior to entry on the Railroad's right of way, the original Railroad Protective Liability Insurance Policy shall be submitted by the prime Contractor to the Department at the addresses below for review by the Department and approval by the Railroad. In addition, certificates of insurance evidencing the Contractor's and any subcontractor's Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below for review by the Department and approval by the Railroad. The certificates of insurance shall state that the insurance coverage shall not be suspended, voided, canceled or reduced in coverage or limits without 30 days advanced written notice to the Railroad and the Department. No work shall be permitted on the Railroad's right-of-way until the Railroad has reviewed and approved the evidence of insurance required herein.

Railroad
Srikanth Honnur, P. E.
Director, Track & Bridge Construction
The Kansas City Southern Railway Co.
P.O. Box 219335
Kansas City, MO 64121-9335

Department
Ms. Mary Lamie, P.E.
Deputy Director of Highways, Region 5
Engineer
Illinois Department of Transportation
1102 Eastport Plaza Drive
Collinsville, IL 62234
Ofc: 618-346-3110
Mary.Lamie@illinois.gov

7.0 Failure to Comply

In the event the Contractor violates or fails to comply with any of the requirements of this special provision, the below orders may be applied. Any such orders applied shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

- (a) The Railroad Engineer may require that the Contractor vacate the Railroad's property.
- (b) The Engineer may withhold all monies due to the Contractor until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

8.0 Payment for Cost of Compliance.

No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in contract unit price for other items included in the contract.