for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans and calculations for shoring, shall first be approved by the City (CDOT) Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

Additionally, walkway with handrail protection may be required as noted in paragraph 11 herein. .

D. <u>Demolition, Erection, Hoisting</u>

1. Railroad tracks and other railroad property must be protected from damage during the procedure.

2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.

4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.

6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.

8. The Railroad Engineer or his designated representative must be present at the site during the entire demolition and erection procedure period.

9. All procedures, plans and calculations shall first be approved by the City (CDOT) Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. <u>Blasting:</u>

1. The Contractor shall obtain advance approval of the Railroad Engineer and the City (CDOT) Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

(a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.

(b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.

(c) No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

(d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

(a) Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.

(b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

F. <u>Maintenance of Railroad Facilities:</u>

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. <u>Storage of Materials and Equipment:</u>

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. <u>Cleanup:</u>

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and

leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.

B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.

Under the terms of the agreement between the City (CDOT) and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

1. The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.

2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the City (CDOT) a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the City (CDOT), and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.

3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the City (CDOT) or Railroad.

C. Payment:

1. **The City (CDOT) will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.**

2. **The estimated cost of flagging is current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the City (CDOT) by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.**

3. **Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.**

4. **Railroad work involved in preparing and handling bills will also be charged to the City (CDOT). Charges to the City (CDOT) by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change.**

D. Verification:

Deleted: ¶

1. **Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If need for flagging is questioned, please contact Railroad's System Engineer Public Improvements (404) 529-1641. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Highway Engineer. Address all written correspondence to:**

Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street NE,
Internal Box 142
Atlanta, Georgia 30309

Attn:
System Engineer
Public Improvements

2. The Railroad flagman assigned to the project will be responsible for notifying the City (CDOT) Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The City (CDOT) Engineer will document such notification in the project records. When requested, the City (CDOT) Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. <u>HAUL ACROSS RAILROAD:</u>

A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the City (CDOT) has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.

B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90-days.

9. <u>WORK FOR THE BENEFIT OF THE CONTRACTOR:</u>

A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the City (CDOT) and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the City (CDOT) and/or the Railroad.

B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. <u>COOPERATION AND DELAYS:</u>

A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. No charge or claim of the Contractor against either the City (CDOT) or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. <u>TRAINMAN'S WALKWAYS:</u>

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. <u>GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:</u>

A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.

B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.

C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

D. No one is allowed to cross tracks without specific authorization from the flagman.

E. All welders and cutting torches working within 25' of track must stop when train is passing.

F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. <u>GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:</u>

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.

H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.

I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. <u>INSURANCE:</u>

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. Commercial General Liability Insurance having a combined single limit of not less than $2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.

2. Railroad Protective Liability Insurance having a combined single limit of not less than $2,000,000 each occurrence and $6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

a. The insurer must be rated A- or better by A.M. Best Company, Inc.

b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

c.

(1) CG 00 35 01 96 and CG 28 31 10 93; or
(2) CG 00 35 07 98 and CG 28 31 07 98; or
(3) CG 00 35 10 01; or
(4) CG 00 35 12 04.

d. The named insured shall read:

Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Management

e. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate City (CDOT) project and contract identification numbers.

f. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost on the insurance policy.

g. The name and address of the prime contractor must appear on the Declarations.

h. The name and address of the City (CDOT) must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

i. Other endorsements/forms that will be accepted are:

(1) Broad Form Nuclear Exclusion – Form IL 00 21
(2) 30-day Advance Notice of Non-renewal or cancellation
(3) Required State Cancellation Endorsement
(4) Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are <u>NOT</u> acceptable are:

(1) Any Pollution Exclusion Endorsement except CG 28 31
(2) Any Punitive or Exemplary Damages Exclusion
(3) Known injury or Damage Exclusion form CG 00 59
(4) Any Common Policy Conditions form
(5) Any other endorsement/form not specifically authorized in item no. 2.h above.

B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.

C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the City (CDOT) at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the City (CDOT) at the addresses below, and forwarded to the City (CDOT) for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the City (CDOT). No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

CITY (CDOT):	**RAILROAD:**
	Risk Management **Norfolk Southern Railway Company** **Three Commercial Place** **Norfolk, Virginia 23510-2191**

D. The insurance required herein shall in no way serve to limit the liability of City (CDOT) or its Contractors under the terms of this agreement.

15. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

A. The Railroad Engineer may require that the Contractor vacate Railroad property.

B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street, N. E.
Internal Box 142
Atlanta, GA 30309

Date:
File:
Milepost:

3/19/09
Exhibit C

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	City of Chicago
Project Description:	Construction of New Underpass
Location:	Chicago, IL. 130th & Torrence
Project No.:	T08 - 0128
Milepost:	B-507.30
Date:	March 18, 2009
File:	BR0003120

SUMMARY

ITEM A - Construction Engineering	684,220
ITEM B - Accounting	6,000
ITEM C - Flagging Services	638,780
ITEM D - Communications Changes	0
ITEM E - Signal & Electrical Changes	3,057,500
ITEM F - Track Work	2,781,100
GRAND TOTAL	**$ 7,167,600**

ITEM A - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	920 Hours @ $100 / hour=	92,000
Travel Expenses:		12,500
Services by Contract Engineer		579,720
	NET TOTAL - ITEM A	$ 684,220

ITEM B - Accounting

(Prepare Billing)

Labor:	120	Hours @ $50 / hour=		6,000
		NET TOTAL - ITEM B	$	6,000

ITEM C - Flagging Services

(During construction adjacent to,
over or under track.)

Labor:	Flagging Foreman		
	820 days @	749.00 per day=	614,180
	(based on working	12 hours/day)	
Travel Expenses, Meals & Lodging:			
	820 days @ $50/day=		24,600
		NET TOTAL - ITEM C $	638,780

ITEM D - Communications Changes

Material:		0
Labor:		0
Equipment:		0
	NET TOTAL - ITEM D $	-

ITEM E - Signal & Electrical Changes

Material:	(see attached summary)	3,057,500
Labor:	(see attached summary)	0
Equipment:	(see attached summary)	0
	NET TOTAL - ITEM F $	3,057,500

ITEM F - Track Work

Material:	(see attached summary)	2,062,100
Labor:	(see attached summary)	719,000
Equipment:	(see attached summary)	0
	NET TOTAL - ITEM E	$ 2,781,100

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (excluding insurance) is **127.23%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (excluding insurance is **58.20%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.

4. The Force Account Estimate is valid for one (1) year after the date of the estimate (03/18/2009). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

NORFOLK SOUTHERN DESIGN & CONSTRUCTION DEPARTMENT - BILLABLE PROJECT ESTIMATE - BURS SUMMARY

DESCRIPTION: Main Contract-Contracted Revised 02/18/
LOCATION: Chicago, Ill
DIVISION & MP: Dearborn B507.3

D&C PRJT # D 20
CE FILE # BR0003120
D&C PLAN # #

PREPARED BY: NFB
PREPARED ON: 02/18/09
PRINT DATE: 02/18/09

RAILWAY LENGTH: 0
INDUSTRY LENGTH: 0
TOTAL LENGTH: 0

Department	AFE Code	Property	Labor	Material	Contract	Other	Additives	Capital	Expense	Cost to Remove
MNR-66	5108	Crossties	$0	$67,509			$7,338	$74,847	$0	
	5178	Switch Ties	$0	$0			$0	$0	$0	
	5109	New Rail	$0	$150,748			$10,900	$161,648	$0	
	5109	Relay Rail	$0	$0			$0	$0		$0
	5109	New OTM	$4,410	$279,977		$3,237	$79,184	$366,808	$0	
	5109	Relay OTM		$0			$0	$0		$0
	5111	Ballast	$0	$32,163			$13,434	$45,597		
	5139	Grade Crossings	$0	$0	$0		$0	$0		
SUBTOTAL								$648,900	$0	$0
ENP-62	5103	Grading	$51,900	$0	$0	$0	$18,200	$70,100	$0	
	5106	Drainage			$0		$0	$0		
	5108	Crossties	$0	$0	$0		$0	$0		
	5178	Switch Ties	$0	$0	$0		$0	$0		
	5109	New Rail	$0	$0	$0		$0	$0		
	5109	Relay Rail	$0	$0	$0		$0	$0		
	5109	New OTM	$0	$0	$0		$0	$0		
	5109	Relay OTM		$0			$0	$0		
	5111	Ballast	$0	$0	$0		$0	$0		
	5139	Grade Crossings		$0	$0		$0	$0		
SUBTOTAL								$70,100	$0	
BBD-63	5106	Bridges and Culverts	$0	$0	$0	$0	$0	$0	$0	$0
TRV-56	5116	Terminals	$0	$0	$0	$0	$0	$0	$0	
FAC-9C	5131	Mechanical	$0	$0	$0	$0	$0	$0	$0	
C&S-52	5126	Communications	$0	$0	$0	$0	$0	$0	$0	
	5127	Signals	$0	$0	$0	$0	$0	$0	$0	
RES-21	5102	Real Estate				$0		$0		
FNP-15	5109	Insurance				$0		$0		
INT-43	5125	Intermodal	$0	$0	$0	$0	$0	$0	$0	
EAS-67	5116	Buildings	$0	$0	$0	$0	$0	$0	$0	
LAW-36	5102	Law				$0		$0		
ENV-54	5103	Environmental	$0	$0	$0	$0	$0	$0	$0	
								Total Capital	Total Expense	Total CTR
							TOTAL DEPARTMENTS COST >>>>	$719,000	$0	$0

TOTAL BILLABLE PROJECT COST >>>> $719,000

Exhibit 1 - May 20, 2010 Filing
ICC Docket: T08-0128

NORFOLK SOUTHERN DESIGN & CONSTRUCTION DEPARTMENT - BILLABLE PROJECT ESTIMATE - DETAIL

PROJECT DESCRIPTION: Main Contract-Contracted Revised 02/18/09
LOCATION: Chicago, Ill
DIVISION: Dearborn MILE POST: B507.3

D&C PROJECT # D 20
CHIEF ENGR FILE # BR0003120
D&C PLAN # #

PREPARED BY: NFB
PREPARED ON: 02/18/09
PRINT DATE: 02/18/09

RAILWAY LENGTH: 0
INDUSTRY LENGTH: 0
TOTAL LENGTH: 0

DESCRIPTION OF ITEM	AFE FUNC. CODE	QUANT.	UNIT	UNIT COST	MATERIAL CONTRACT	MATERIAL PURCHASE OTHER	MATERIAL MATERIAL	MATERIAL OH %	MATERIAL AMOUNT	LABOR LABOR	LABOR OH %	LABOR AMOUNT	SUPERVISION OTHER	SUPERVISION OH %	SUPERVISION AMOUNT	CAPITAL	EXPENSE	COST to REMOVE
DEPT 66-MAINTENANCE																		
MATERIAL																		
Rail (for Complete New Track Construction)																		
136#RE - CWR - Premium (New) W	5109	2,985	TF	$33.80			97,513	7.99	7,791							$105,304		
Turnouts (Panelized)																		
No.10 - 136#RE - RBM I	5109	4	EA	$36,791.00			147,164	5.84	8,594							$155,758		
No.20 - 136#RE - RBM I	5109	1	EA	$66,651.00			66,651	5.84	3,892							$70,543		
Rail/Turnouts/Other																		
Switch Heater	5109	5	EA	$7,875.00			39,375	5.84	2,300							$41,675		
Insulated Jnt. (for turnouts)	5109	22	EA	$630.00			13,860	5.84	809							$14,669		
Crossties																		
Ties - Hardwood - Grade 4 & 5 - Main Track	5108	1,731	EA	$39.00			67,509	10.87	7,338							$74,847		
OTM																		
Field Weld Material	5109	106	EA	$43.00			4,558	5.84	266							$4,824		
Cut Spikes (N)	5109	52	Keg	$88.45			4,599	5.84	269							$4,868		
Joint Bars - pair (N)	5109	48	PR	$56.95			2,734	5.84	160							$2,894		
Bolts - Complete (N)	5109	288	EA	$1.10			317	5.84	19							$336		
Rail Anchors (N)	5109	6,924	EA	$1.15			7,963	5.84	465							$8,428		
8"x18" DS - 132/136#RE (N)	5109	3,462	EA	$12.15			42,063	5.84	2,456							$44,519		
Filter Cloth 1.0	5109	983	SY	$1.90			1,678	5.84	98							$1,776		
Switch Stands																		
Switch Stand 51A w/ Rod & Bow Handle	5109	5	EA	$450.00			2,250	5.84	131							$2,381		
Graded Aggregate 1.0																		
Ballast - Main Track 12.0	5111	4,260	Ton	$7.55		32,163		41.77	13,434							$45,597		
LABOR																		
Install Panelized #20Turnout	5109	1	EA	$4,410.00						4,410	155.20	6,844				$11,254		
--Capital Contingency-	5109	10	%		0	3,237	49,866		4,878	490		756	0		0	559,227		
--Expense Contingency-	5209	10	%														$0	
RIN 15750																		
Dept. 66 - Total Cost >>>>>					$0	$35,400	$548,100	–	$52,900	$4,900	–	$7,600	$0	–	$0	$648,900	$0	$0
--DESIGN & PERMITTING - (for Dept. 66)-	5103	5	%										29,484	35.01	10,322	$39,806		
--DESIGN & PERMITTING - (for Dept. 62)-	5103	5	%										0	35.01	0	$0		
--CONSTR. MANAGEMENT - (for Dept. 66)-	5103	3	%										17,690	35.01	6,193	$23,883		
--CONSTR. MANAGEMENT - (for Dept. 62)-	5103	3	%										0	35.01	0	$0		
--Capital Contingency-	5103	10	%		0	0	0		0	0		0	4,726		1,685	$6,411		
--Expense Contingency-	5203	10	%														$0	
RIN 15740																		
Dept. 62 - Total Cost >>>>>					$0	$0	$0	–	$0	$0	–	$0	$51,900	–	$18,200	$70,100	$0	$0
					Contract	Purchase Other	Material		Amount	Labor		Amount	Other		Amount	Capital	Expense	Cost to Remove
TOTAL DEPARTMENTS COST >>>>>>>>>>>>>>>>>>>>>>>>>					$0	$35,400	$548,100	–	$52,900	$4,900	–	$7,600	$51,900	–	$18,200	$719,000	$0	$0

TOTAL BILLABLE PROJECT COST >>>> *$719,000*

Exhibit 1 - May 20, 2010 Filing
ICC Docket: T08-0128

NORFOLK SOUTHERN DESIGN & CONSTRUCTION DEPARTMENT - PROJECT ESTIMATE - BURS SUMMARY

DESCRIPTION: Main Contract-NS Portion Revised 02/18/ | D&C PRJT # D20 | PREPARED BY: NFB | RAILWAY LENGTH: 0

LOCATION: Chicago, Ill | CE FILE # BR0003120 | PREPARED ON: 02/18/09 | INDUSTRY LENGTH: 0

DIVISION & MP: Dearborn B507.3 | D&C PLAN # # | PRINT DATE: 02/18/09 | TOTAL LENGTH: 0

Department	AFE Code	Property	Labor	Material	Contract	Other	Additives	Capital	Expense	Cost to Remove
MNR-66	5108	Crossties	$36,256	$89,310			$51,115	$176,683	$4,200	
	5178	Switch Ties	$0	$0			$0	$0	$0	
	5109	New Rail	$112,270	$285,964			$149,246	$547,480	$60,300	
	5109	Relay Rail	$0	$0			$0	$0		$0
	5109	New OTM	$55,904	$450,126		$7,148	$230,817	$743,997	$0	
	5109	Relay OTM		$0			$0	$0		$5,400
	5111	Ballast	$25,323	$71,452			$58,765	$155,540		
	5139	Grade Crossings	$0	$0	$0		$0	$0		
SUBTOTAL								$1,623,700	$64,500	$5,400
ENP-62	5103	Grading	$324,700	$0	$0	$0	$113,700	$438,400	$0	
	5106	Drainage			$0		$0	$0		
	5108	Crossties	$0	$0	$0		$0	$0		
	5178	Switch Ties	$0	$0	$0		$0	$0		
	5109	New Rail	$0	$0	$0		$0	$0		
	5109	Relay Rail	$0	$0	$0		$0	$0		
	5109	New OTM	$0	$0	$0		$0	$0		
	5109	Relay OTM		$0			$0	$0		
	5111	Ballast	$0	$0	$0		$0	$0		
	5139	Grade Crossings		$0	$0		$0	$0		
SUBTOTAL								$438,400	$0	
BBD-63	5106	Bridges and Culverts	$0	$0	$0	$0	$0	$0	$0	$0
TRV-56	5116	Terminals	$0	$0	$0	$0	$0	$0	$0	
FAC-9C	5131	Mechanical	$0	$0	$0	$0	$0	$0	$0	
C&S-52	5126	Communications	$0	$0	$0	$0	$0	$0	$0	
	5127	Signals	$0	$0	$0	$0	$0	$0	$0	
RES-21	5102	Real Estate				$0		$0		
FNP-15	5109	Insurance				$0		$0		
INT-43	5125	Intermodal	$0	$0	$0	$0	$0	$0	$0	
EAS-57	5116	Buildings	$0	$0	$0	$0	$0	$0	$0	
LAW-36	5102	Law				$0		$0		
ENV-54	5103	Environmental	$0	$0	$0	$0	$0	$0	$0	
								Total Capital	Total Expense	Total CTR
							TOTAL DEPARTMENTS COST >>>>	$2,062,100	$64,500	$5,400

TOTAL PROJECT COST >>>> $2,132,000

Exhibit 1 - May 20, 2010 Filing
ICC Docket: T08-0128

NORFOLK SOUTHERN DESIGN & CONSTRUCTION DEPARTMENT - PROJECT ESTIMATE - DETAIL

PROJECT DESCRIPTION: Main Contract-NS Portion Revised 02/18/09
LOCATION: Chicago, Ill
DIVISION: Dearborn MILE POST: B507.3

D&C PROJECT # D20
CHIEF ENGR FILE # BR0003120
D&C PLAN # #

PREPARED BY: NFB
PREPARED ON: 02/18/09
PRINT DATE: 02/18/09

RAILWAY LENGTH: 0
INDUSTRY LENGTH: 0
TOTAL LENGTH: 0

DESCRIPTION OF ITEM		AFE FUNC. CODE	QUANT.	UNIT	UNIT COST	MATERIAL CONTRACT	MATERIAL PURCHASE OTHER	MATERIAL MATERIAL	MATERIAL OH %	MATERIAL AMOUNT	LABOR LABOR	LABOR OH %	LABOR AMOUNT	SUPERVISION OTHER	SUPERVISION OH %	SUPERVISION AMOUNT	CAPITAL	EXPENSE	COST to REMOVE
DEPT 66-MAINTENANCE																			
MATERIAL																			
Rail (for Complete New Track Construction)																			
136#RE - CWR - Premium (New)	W	5109	1,083	TF	$33.80			36,605	7.99	2,925							$39,530		
136#RE - CWR - Standard (New)	W	5109	1,534	TF	$28.20			43,259	7.99	3,456							$46,715		
Rail (for Replacement / Upgrade)																			
136#RE - CWR - Premium (New)	W	5109	3,600	TF	$33.80			121,680	7.99	9,722							$131,402		
Turnouts (Panelized)																			
No.10 - 136#RE - RBM	I	5109	7	EA	$36,791.00			257,537	5.84	15,040							$272,577		
No.20 - 136#RE - RBM	I	5109	1	EA	$66,651.00			66,651	5.84	3,892							$70,543		
Rail/Turnouts/Other																			
Switch Heater		5109	8	EA	$7,875.00			63,000	5.84	3,679							$66,679		
Insulated Jnt. (for turnouts)		5109	34	EA	$630.00			21,420	5.84	1,251							$22,671		
Crossties																			
Ties - Hardwood - Grade 4 & 5 - Main Track		5108	1,570	EA	$39.00			61,230	10.87	6,655							$67,886		
Crossties for Rehabilitation (if >675 per mile)																			
Ties - Hardwood - Grade 4 & 5 - Main Track		5108	720	EA	$39.00			28,080	10.87	3,052							$31,132		
OTM																			
Field Weld Material		5109	166	EA	$43.00			7,138	5.84	417							$7,555		
Cut Spikes (N)		5109	177	Keg	$88.45			15,656	5.84	914							$16,570		
Joint Bars - pair (N)		5109	78	PR	$55.95			4,442	5.84	259							$4,701		
Bolts - Complete (N)		5109	468	EA	$1.10			515	5.84	30							$545		
Rail Anchors (N)		5109	13,080	EA	$1.15			15,042	5.84	878							$15,920		
8"x16" DS - 132/136#RE (N)		5109	5,820	EA	$12.15			68,283	5.84	3,988							$72,271		
7-3/4"x 14-3/4" DS - 132/136#RE (N)		5109	1,841	EA	$4.75			8,745	5.84	511							$9,256		
Filter Cloth	1.0	5109	1,326	SY	$1.90			2,519	5.84	147							$2,666		
Switch Stands																			
Switch Stand 51A w/ Rod & Bow Handle		5109	8	EA	$450.00			3,600	5.84	210							$3,810		
Graded Aggregate	1.0																		
Ballast - Main Track	12.0	5111	1,100	Ton	$7.55		8,305		41.77	3,469							$11,774		
Ballast - Yard Track/Walkways		5111	4,340	Ton	$14.55		63,147		41.77	26,377							$89,524		
LABOR																			
Hardwood Ties																			
Construct New Track - Complete - Ties		5108	2,617	TF	$9.50						24,858	114.20	28,388				$53,246		
Construct New Track - Complete - New Rail		5109	2,617	TF	$14.70						38,470	114.20	43,933				$82,403		
Replace Rail - Complete - New Rail		5109	3,000	TF	520.50						73,800	114.20	84,280				$158,080		
Replace Wooden Ties (>675 per mile)		5108	1,200	TF	$9.50						11,400	114.20	13,019				$24,419		
Install Panelized #10 Turnout		5109	7	EA	$2,940.00						20,580	114.20	23,502				$44,082		
Install Panelized #20Turnout		5109	1	EA	$4,410.00						4,410	114.20	5,036				$9,446		
Field Weld		5109	166	EA	$168.00						27,888	114.20	31,848				$59,736		
Install Insulated Joint		5109	34	EA	$89.00						3,026	114.20	3,456				$6,482		
Place Ballast		5111	5,440	Ton	$3.35						18,224	114.20	20,812				$39,036		
Surface Track (for Rail & Tie Replacement)	3.0	5111	8,352	TF	$0.85						7,099	114.20	8,107				$15,206		
TRACK REMOVAL																			
Remove Track (complete) - Labor		5209	5,960	TF	$6.95													$41,400	
Remove Turnout (complete) - Labor		5209	8	EA	$1,620.00													$13,000	
Remove Crossties (for rehabilitation) - Labor		5208	720	EA	$5.80													$4,200	
Remove Rail (for rehabilitation) - Labor		5309	3,600	TF	$1.50														$5,400
--Capital Contingency-		5109	10	%		0	7,148	82,599		8,727	23,045		26,319	0		0	$147,837		
--Expense Contingency-		5209	10	%														$5,900	
RIN 15750																			
Dept. 66 - Total Cost	>>>>>					$0	$78,600	$908,000	–	$95,600	$252,800	–	$288,700	$0	–	$0	$1,623,700	$64,500	$5,400
--DESIGN & PERMITTING - (for Dept. 66)-		5103	10	%										147,586	35.01	51,670	$199,256		
--DESIGN & PERMITTING - (for Dept. 62)-		5103	10	%										0	35.01	0	$0		
--CONSTR. MANAGEMENT - (for Dept. 66)-		5103	10	%										147,586	35.01	51,670	$199,256		
--CONSTR. MANAGEMENT - (for Dept. 62)-		5103	10	%										0	35.01	0	$0		
--Capital Contingency-		5103	10	%		0	0	0		0	0		0	29,528		10,360	$39,888		

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