

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

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

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

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

**Drug Free Workplace.** Company will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and COMPANY and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

**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 30ILCS 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.

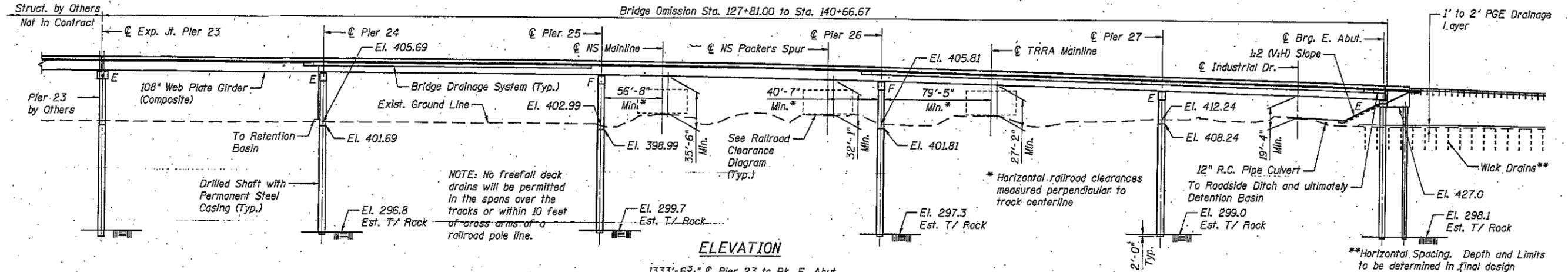
**Application of Prevailing Wage Act to Grant Recipients.** All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, which the parties recognize and agree is satisfied so long as the Grantee abides by its collective bargaining agreements since, pursuant to the Railway Labor Act, increases in wages and other benefits for a nationwide class or craft of employees of Class I railroads are determined by industry labor negotiations. The Grantee also shall insert 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 provisions as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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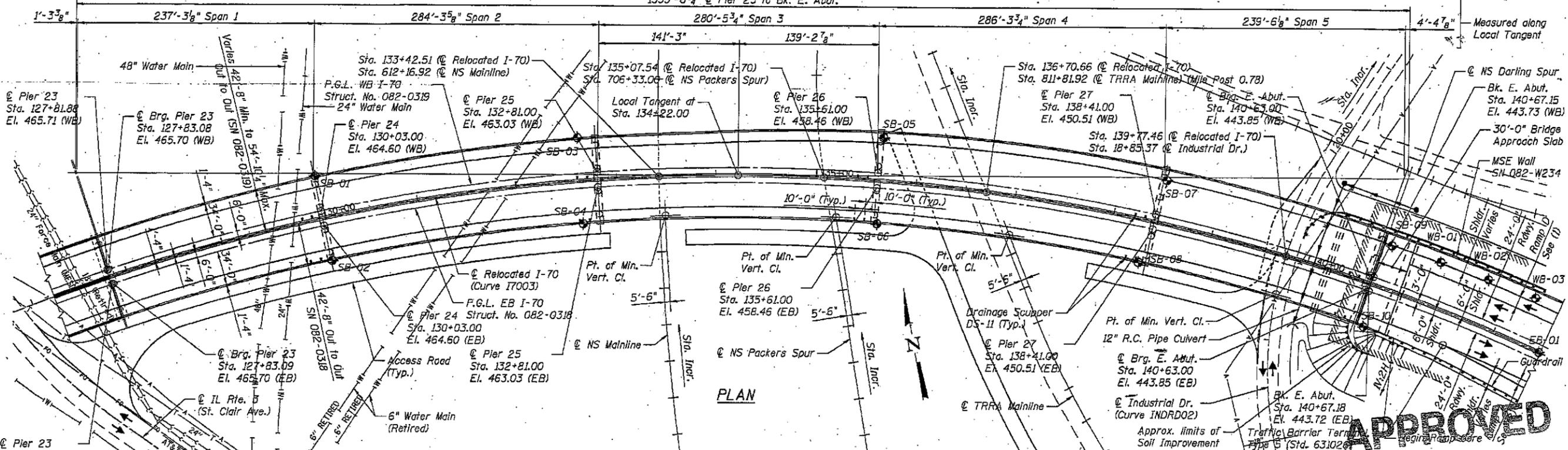
BENCH MARK: Monument No. 11: Aluminum disk set in the back of a 4.5' concrete walk (end of walk), located on the west side of Illinois Route 3 approximately 0.3 miles south of Canal Street (Brooklyn). El. 414.02  
 EXISTING STRUCTURE: None

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

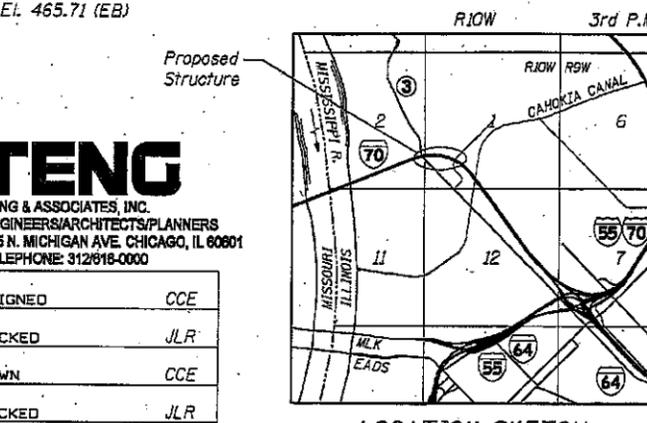
Bridge Omission Sta. 127+81.00 to Sta. 140+66.67



ELEVATION



PLAN



LOCATION SKETCH

HIGHWAY CLASSIFICATION

F.A.P. Rte. 998 Relocated I-70  
 Functional Class: Principal Arterial  
 ADT (EB): 16,490 (2013), 32,980 (2030)  
 ADT (WB): 13,480 (2013), 26,960 (2030)  
 DHV (EB): 1,814 (2013), 3,628 (2030)  
 DHV (WB): 1,483 (2013), 2,966 (2030)  
 ADTT: 16% (EB)  
 ADTT: 12% (WB)  
 Design Speed: 60 mph  
 Posted Speed: 55 mph

Industrial Dr.  
 Functional Class: Local Street  
 ADT: 25 (2008)  
 Design Speed: 25 mph  
 Posted Speed: 20 mph

DESIGN SPECIFICATIONS

2007 AASHTO LRFD Bridge Design Specifications with 2008 Interim Revisions

DESIGN LOADING

Vehicular Live Load: HL-93  
 Future Wearing Surface: 50 psf

DESIGN STRESSES

$f_c = 3,500$  psi  
 $f_y = 60,000$  psi (reinforcement)  
 $f_y = 50,000$  psi (AASHTO M 270 Grade 50W)

SEISMIC DATA

(1) Ramp D (Auxiliary lane) Drop Taper begins at Sta. 139+90.69, Offset 43.5' LT and ends at Sta. 133+42.43, offset 31.5' LT.  
 (2) Ramp A Taper begins at Sta. 141+51.57, Offset 31.50' RT and ends at Sta. 144+42.57, offset 43.5' RT.

RELOCATED I-70  
 CURVE I7003

PI Sta. = 138+29.72  
 $\Delta = 74^\circ 40' 52''$  (RT)  
 $D = 2^\circ 56' 04''$   
 $R = 1,952.50'$   
 $T = 1,489.60'$   
 $L = 2,544.95'$   
 $E = 503.34'$   
 $SE = 5.40\%$   
 PC Sta. = 123+40.13  
 PT Sta. = 148+85.08

INDUSTRIAL DR.  
 CURVE INDRD02

PI Sta. = 17+68.75  
 $\Delta = 87^\circ 47' 02''$  (RT)  
 $D = 15^\circ 03' 19''$   
 $R = 380.57'$   
 $T = 366.13'$   
 $L = 583.08'$   
 $E = 147.52'$   
 $SE = n/a$   
 PC Sta. = 14+02.62  
 PT Sta. = 19+85.70

APPROVED

OCT 08 2009

AS A BASIS FOR  
 GENERAL PREPARATION OF  
 DETAILED PLANS  
 NS, TRRA, MCT, AND INDUSTRIAL DR.  
 F.A.P. RTE. 998 SEC. 82-2-1HVB  
 ST. CLAIR COUNTY  
 STA. 134+22.00  
 STRUCTURE NO. 082-0318 (EB)  
 STRUCTURE NO. 082-0319 (WB)

**TENG**  
 TENG & ASSOCIATES, INC.  
 ENGINEERS/ARCHITECTS/PLANNERS  
 205 N. MICHIGAN AVE. CHICAGO, IL 60601  
 TELEPHONE 312/616-0000

DESIGNED	CCE
CHECKED	JLR
DRAWN	CCE
CHECKED	JLR

SHEET NO. 1	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	998	82-2-1HVB	ST. CLAIR	4	1
CONTRACT NO. 76C44					
4 SHEETS		FED. ROAD DIST. NO.	ILLINOIS FED. AID PROJECT		

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

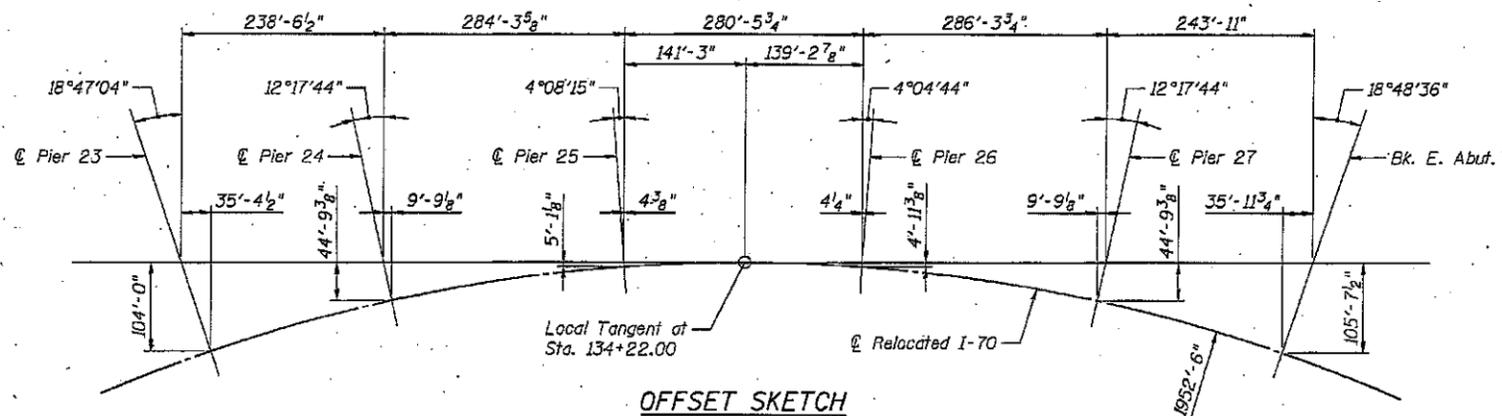
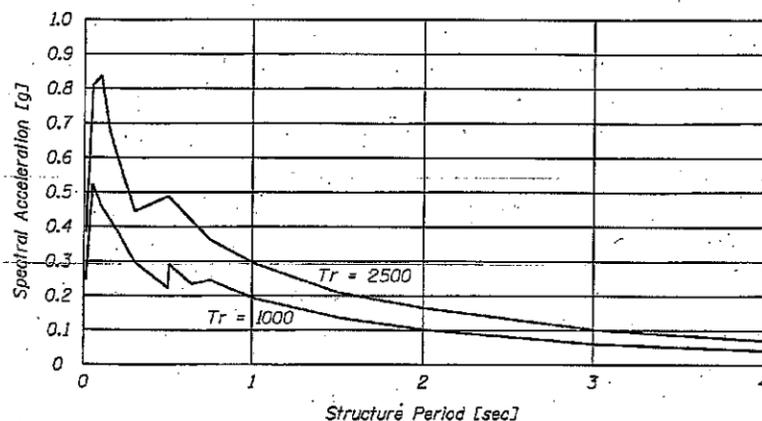
**SEISMIC DATA\***

Soil Site Class = D

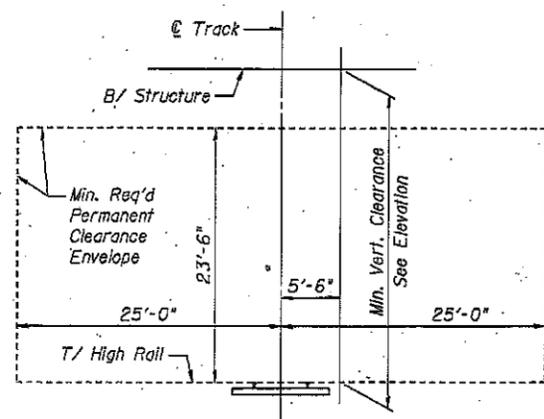
Return Period, $T_r$ [Yrs]	1000	2500
Design Spectral Acceleration at 1.0 sec, $SD1$ [g]	0.20	0.30
Design Spectral Acceleration at 0.2 sec, $SDS$ [g]	0.39	0.60
Importance Category	Critical	Essential
Seismic Performance Zone	2	2

\* Seismic Data based on site-specific analysis.

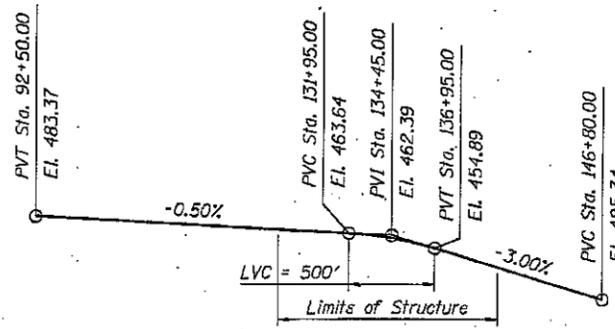
**SITE-SPECIFIC UNIFORM HAZARD SPECTRA**



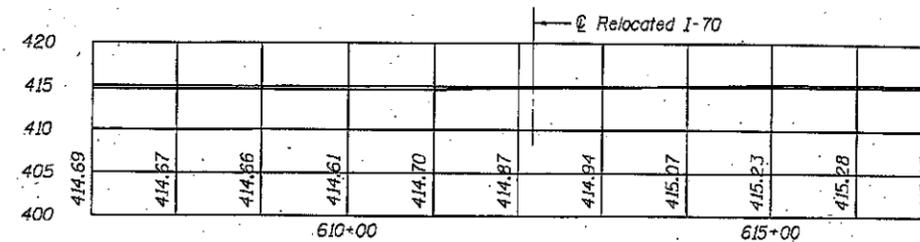
OFFSET SKETCH



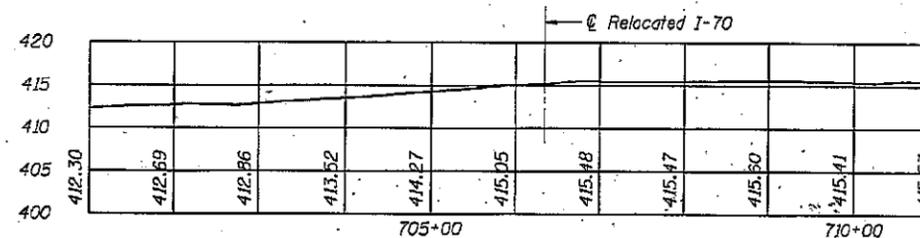
RAILROAD CLEARANCE  
DIAGRAM



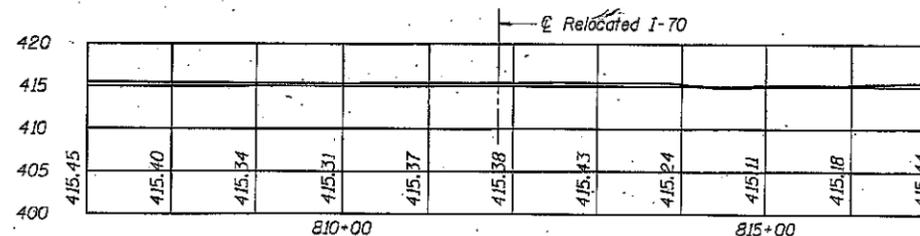
PROFILE GRADE @ RELOCATED I-70



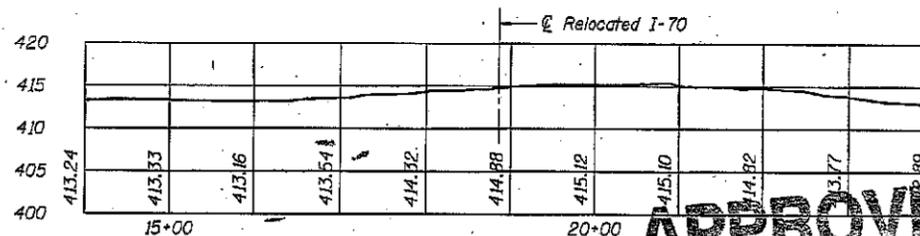
NS MAINLINE PROFILE



NS PACKERS SPUR PROFILE



TRRA MAINLINE PROFILE



INDUSTRIAL DR. PROFILE

**APPROVED**

OCT 08 2009

AS A BASIS FOR  
PREPARATION OF DETAILED PLANS  
DETAILS.1  
RELOCATED I-70 OVER  
NS, TRRA, MCT, AND INDUSTRIAL DR.  
F.A.P. RTE. 998 SEC. 82-2-1HVB  
ST. CLAIR COUNTY  
STA. 134+22.00  
STRUCTURE NO. 082-0318 (EB)  
STRUCTURE NO. 082-0319 (WB)

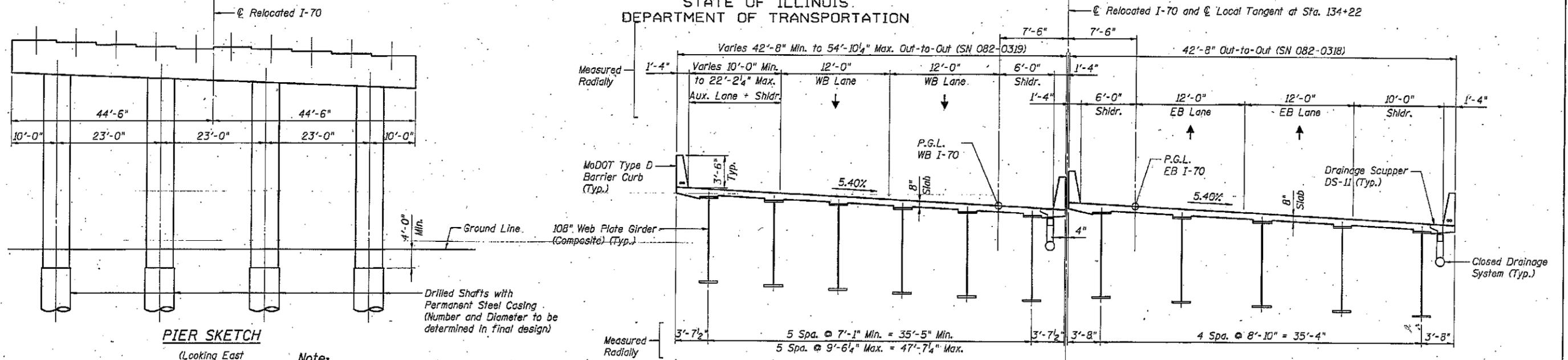
**TENG**

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205 N. MICHIGAN AVE. CHICAGO, IL 60601  
TELEPHONE: 312/618-0000

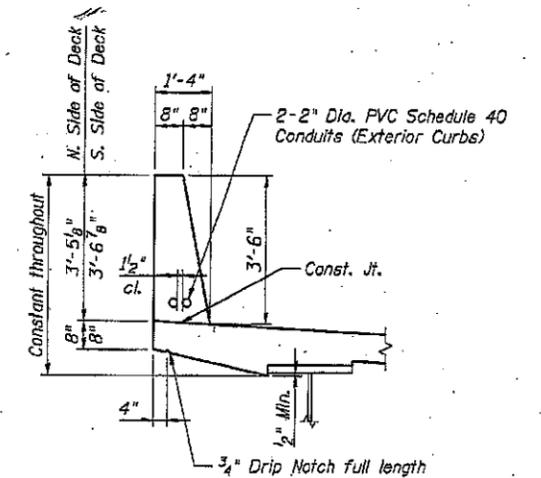
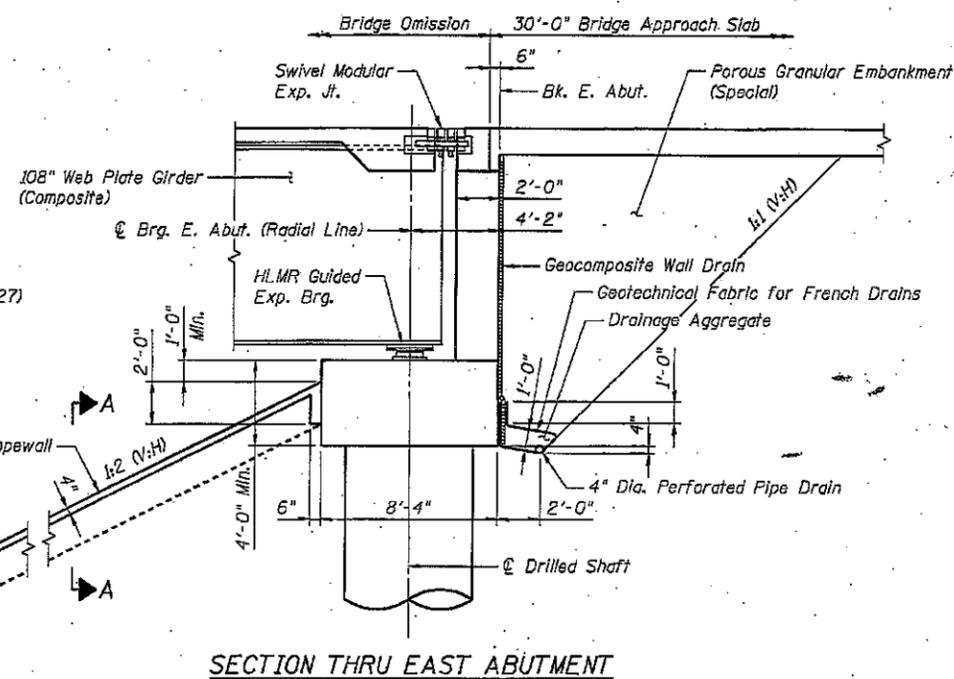
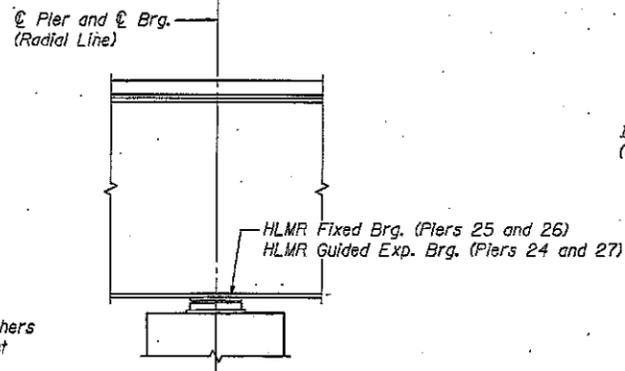
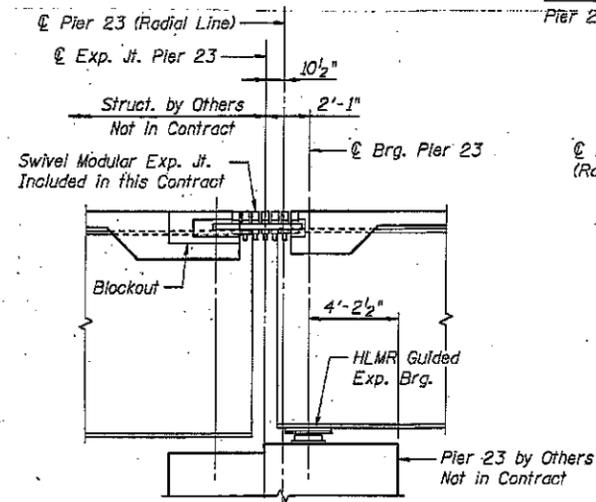
DESIGNED	CCE
CHECKED	JLR
DRAWN	CCE
CHECKED	JLR

SHEET NO. 2 4 SHEETS	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	998	82-2-1HVB	ST. CLAIR	4	2
FED. ROAD DIST. NO.			ILLINOIS FED. AID PROJECT		
CONTRACT NO. 76C44					

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION



**Note:**  
Pier 24 shown, Piers 25-27 similar except width increases at pier 26 and 27.

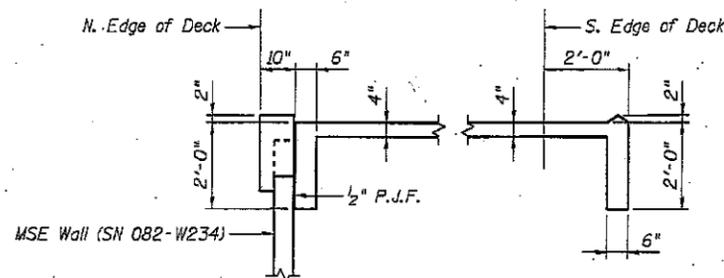


**APPROVED**  
OCT 08 2009

AS A BASIS FOR  
PREPARATION OF DETAILED PLANS  
DETAILS: 2  
RELOCATED I-70 OVER  
NS, TRRA, MCT, AND INDUSTRIAL DR.  
F.A.P. RTE. 998 SEC. 82-2-IHVB  
ST. CLAIR COUNTY  
STA. 134+22.00  
STRUCTURE NO. 082-0318 (EB)  
STRUCTURE NO. 082-0319 (WB)

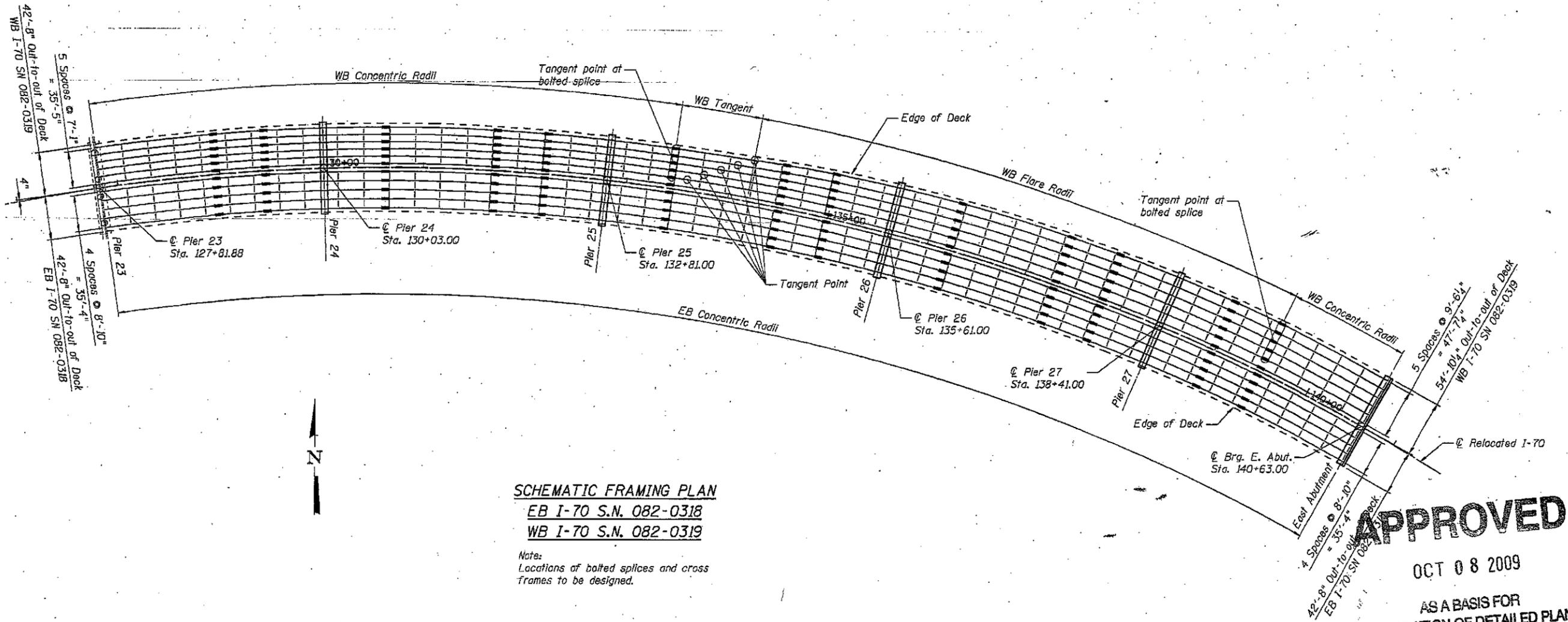
**TENG**  
TENG & ASSOCIATES, INC.  
ENGINEERS/ARCHITECTS/PLANNERS  
205 N. MICHIGAN AVE. CHICAGO, IL 60601  
TELEPHONE: 312/616-0000

DESIGNED	CCE
CHECKED	JLR
DRAWN	CCE
CHECKED	JLR



SHEET NO. 3 4 SHEETS	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	998	82-2-IHVB	ST. CLAIR	4	3
FED. ROAD DIST. NO.			ILLINOIS	FED. AID PROJECT	
CONTRACT NO. 76C44					

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION



**SCHMATIC FRAMING PLAN**  
**EB I-70 S.N. 082-0318**  
**WB I-70 S.N. 082-0319**

Note:  
Locations of bolted splices and cross  
frames to be designed.

**APPROVED**

OCT 08 2009

AS A BASIS FOR  
PREPARATION OF DETAILED PLANS

PROPOSED FRAMING PLAN  
RELOCATED I-70 OVER  
NS, TRRA, MCT, AND INDUSTRIAL DR.  
F.A.P. RTE. 998 SEC. 82-2-1HVB  
ST. CLAIR COUNTY  
STA. 134+22.00  
STRUCTURE NO. 082-0318 (EB)  
STRUCTURE NO. 082-0319 (WB)

**TENG**

TENG & ASSOCIATES, INC.  
ENGINEERS/ARCHITECTS/PLANNERS  
205 N. MICHIGAN AVE. CHICAGO, IL 60601  
TELEPHONE: 312/616-0000

DESIGNED	CCE
CHECKED	JLR
DRAWN	CCE
CHECKED	JLR

SHEET NO.	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
4 SHEETS	998	82-2-1HVB	ST. CLAIR,	4	4
			CONTRACT NO. 76C44		
FED. ROAD DIST. NO.		ILLINOIS		FED. AID PROJECT	

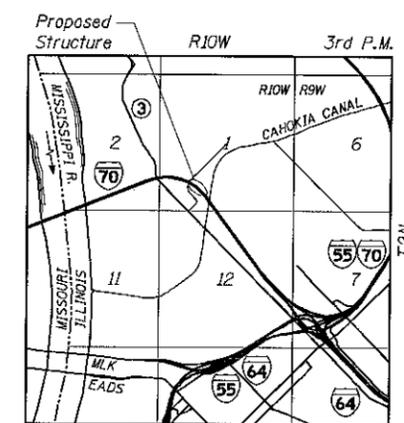
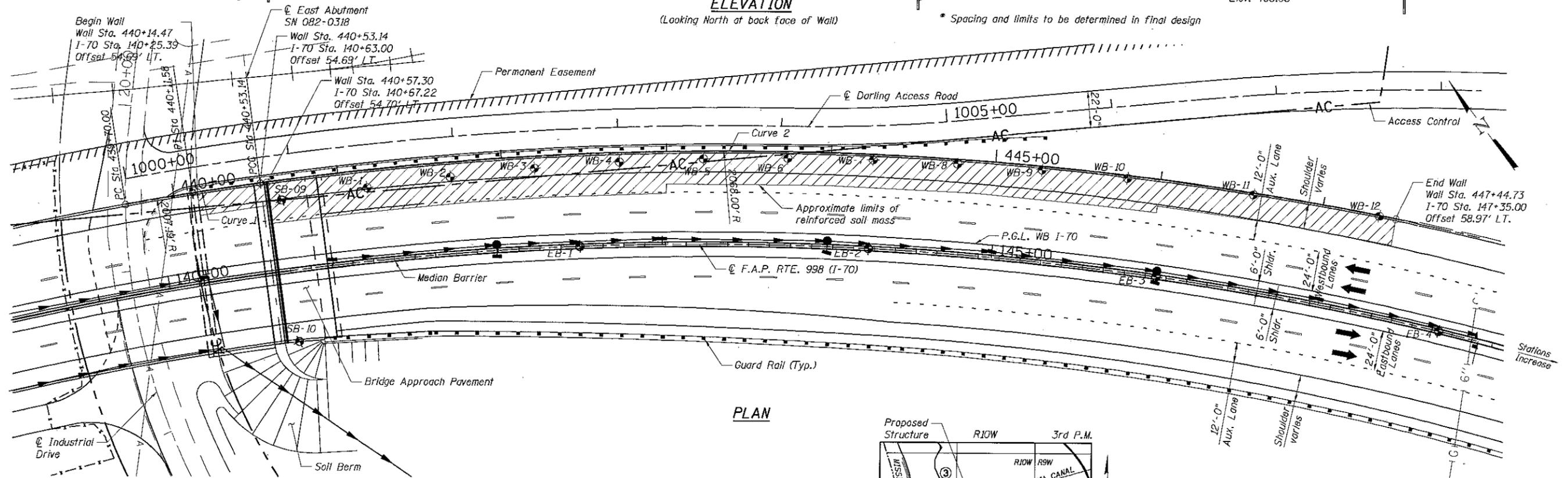
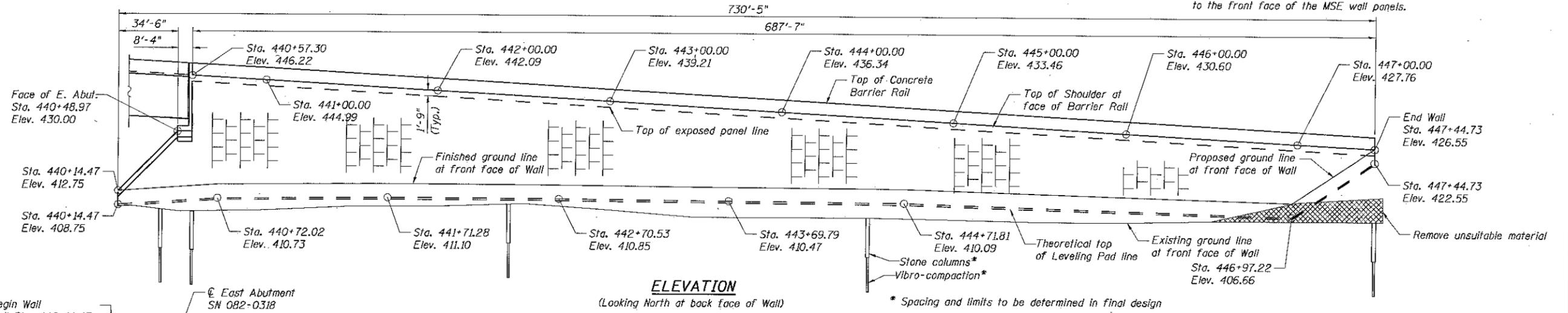
**BENCH MARK:**  
 Monument No. 11: Aluminum disk set in the back of a 4.5' concrete walk (end of walk), located on the west side of Illinois Route 3 approximately 0.3 miles south of Canal Street (Brooklyn). El. 414.02

**EXISTING STRUCTURE:** None

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

**NOTES:**  
 Any embankment fill that is placed to support the bearing of the wall shall have a minimum unconfined compressive strength equal to 1.5 TSF or a minimum phi angle of 30%.

Stations and offsets are measured from the  $\text{\textcircled{C}}$  Relocated I-70 to the front face of the MSE wall panels.



**GENERAL PLAN**  
 RELOCATED I-70  
 F.A.P. RTE. 998 SEC. 82-2-1HVB  
 ST. CLAIR COUNTY  
 STA. 140+25.39 TO STA. 147+35.00  
 STRUCTURE NO. 082-W234

SHEET NO.	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1	998	82-2-1HVB	ST. CLAIR	2	1
CONTRACT NO. 76C44					
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT					

**TENG**  
 TENG & ASSOCIATES, INC.  
 ENGINEERS/ARCHITECTS/PLANNERS  
 205 N. MICHIGAN AVE. CHICAGO, IL 60601  
 TELEPHONE: 312/616-0000

DESIGNED	KK
CHECKED	JLR
DRAWN	KK
CHECKED	JLR

**DESIGN SPECIFICATIONS**  
 2007 AASHTO LRFD Bridge Design Specifications with 2008 Interim Revisions

**DESIGN STRESSES**

**FIELD UNITS**  
 $f'_c = 3,500$  psi  
 $f_y = 60,000$  psi (Reinforcement)

**PRECAST UNITS**  
 $f'_c = 4,500$  psi (Precast Panels)

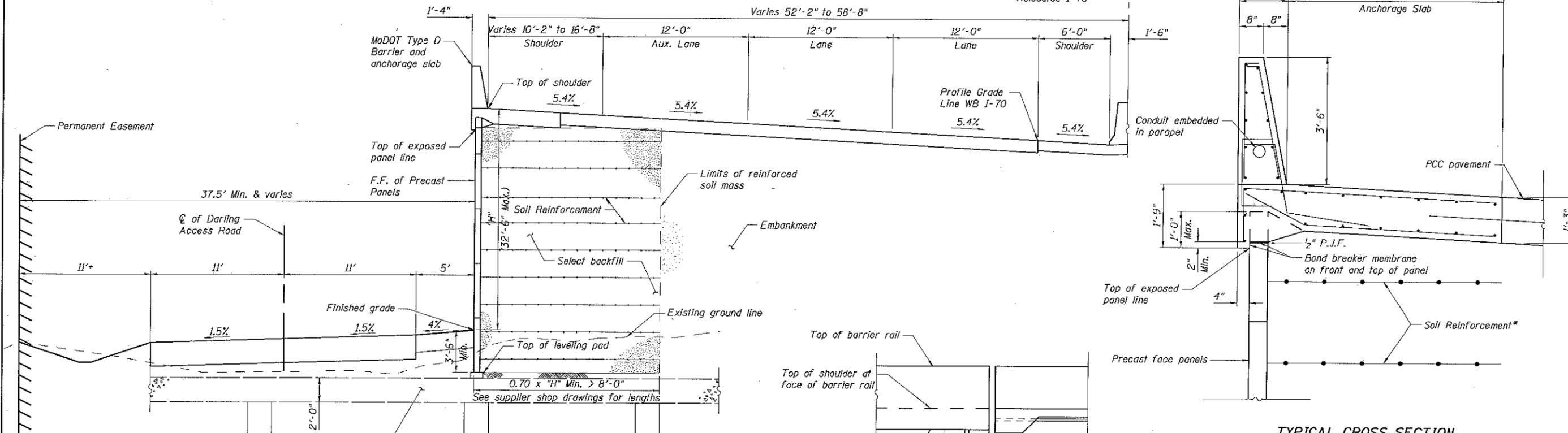
**HIGHWAY CLASSIFICATION**  
 F.A.P. Rte. 998 Relocated I-70  
 Functional Class: Principal Arterial  
 ADT (EB): 16,490 (2013), 32,980 (2030)  
 ADT (WB): 13,480 (2013), 26,960 (2030)  
 DHV (EB): 1,814 (2013), 3,628 (2030)  
 DHV (WB): 1,483 (2013), 2,966 (2030)  
 ADTT: 16% (EB)  
 ADTT: 12% (WB)  
 Design Speed: 60 mph  
 Posted Speed: 55 mph

**LEGEND:**

- ◆ Soil Boring
- Catch Basin
- ┆ Inlet
- Drainage Pipe

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

F.A.P. Rte. 998  
Relocated I-70



**CURVE DATA - WALL CURVE 1**

PI Sta. 440+11.58  
Δ = 2°22'24" (RT)  
D = 2°51'16"  
R = 2,007.19'  
L = 83.14'  
T = 41.58'  
E = 0.43'  
SE = N/A  
PC Sta. 439+70.00  
PT Sta. 440+53.14

**CURVE DATA - WALL CURVE 2**

PI Sta. 444+36.76  
Δ = 21°01'05" (RT)  
D = 2°46'14"  
R = 2,068.01'  
L = 758.61'  
T = 383.62'  
E = 35.28'  
SE = N/A  
PC Sta. 440+53.14  
PT Sta. 448+11.76

**RELOCATED I-70  
CURVE I7003**

PI Sta. = 138+29.72  
Δ = 74°40'52" (RT)  
D = 2°56'04"  
R = 1,952.50'  
L = 1,489.60'  
T = 2,544.95'  
E = 503.34'  
SE = 5.40%  
PC Sta. = 123+40.13  
PT Sta. = 148+85.08

**TYPICAL WALL SECTION**  
(Looking Upstation)

\* Spacing and limits to be determined in final design

**COPING DETAIL AT ABUTMENT**  
(Looking South)

**TYPICAL CROSS SECTION**

\*The M.S.E. wall supplier's internal stability design shall account for the anchorage slab's bearing pressure surcharge of 0.24 ksf and horizontal sliding force of 0.5 kip/ft of wall

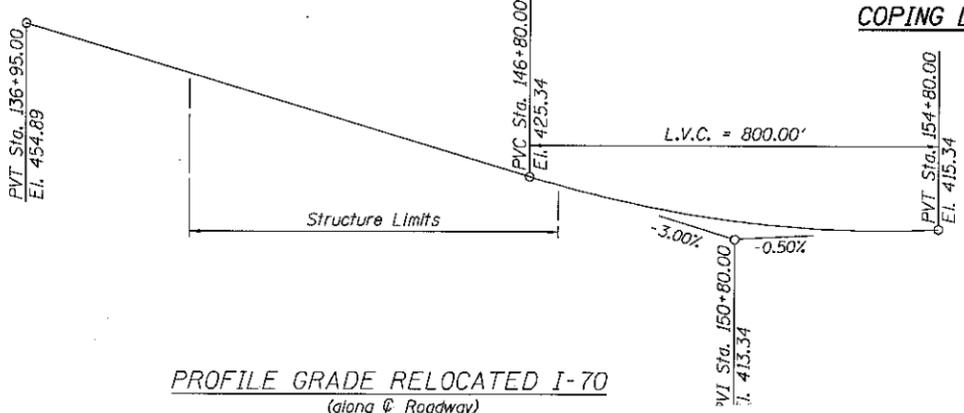
**SECTION A-A**

**DETAILS  
RELOCATED I-70  
F.A.P. RTE. 998 SEC. 82-2-1HVB  
ST. CLAIR COUNTY  
STA. 140+25.39 TO STA. 147+35.00  
STRUCTURE NO. 082-W234**

**TENG**  
TENG & ASSOCIATES, INC.  
ENGINEERS/ARCHITECTS/PLANNERS  
205 N. MICHIGAN AVE. CHICAGO, IL 60601  
TELEPHONE: 312/816-0000

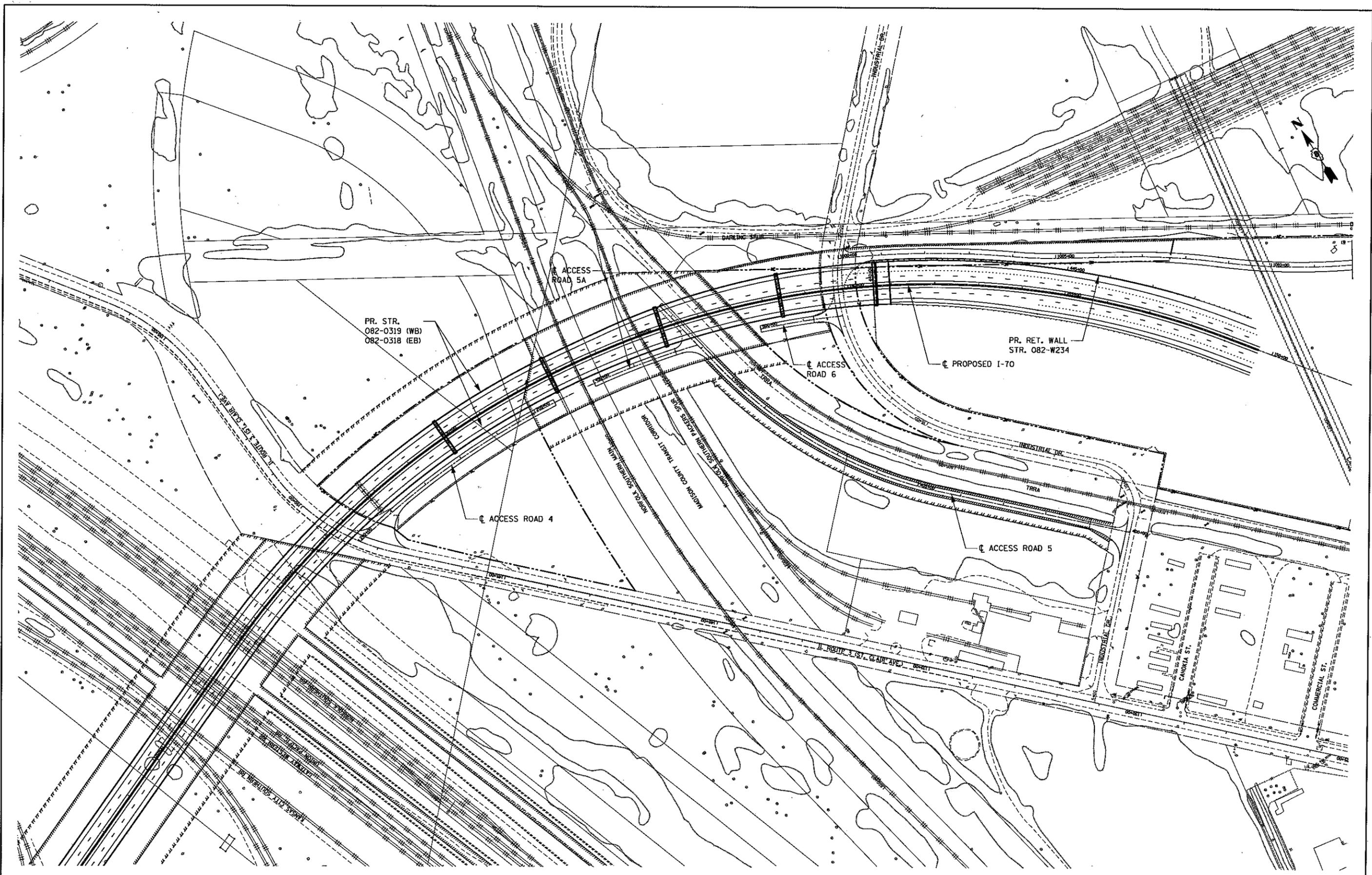
DESIGNED	-	KK
CHECKED	-	JLR
DRAWN	-	KK
CHECKED	-	JLR

**PROFILE GRADE RELOCATED I-70**  
(along Roadway)



SHEET NO. 2 2 SHEETS	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	998	82-2-1HVB	ST. CLAIR	2	2
			CONTRACT NO. 76C44		
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT					

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FILE NAME = #FILE#	USER NAME = #USER#	DESIGNED - JB	REVISED -	<b>STATE OF ILLINOIS</b> <b>DEPARTMENT OF TRANSPORTATION</b> I-70 CONNECTION	<b>CONTRACT 76C44 ACCESS ROADS</b>			F.A.P. RTE. 99B	SECTION 82-2-1HVB	COUNTY ST. CLAIR	TOTAL SHEETS	SHEET NO.
TENG & ASSOCIATES, INC. ENGINEERS/ARCHITECTS/PLANNERS CHICAGO, ILLINOIS	PLOT SCALE = #SCALE#	DRAWN - JB	REVISED -		SCALE: 1"=100'	SHEET NO.	OF	SHEETS	STA.	TO STA.	<b>PRE-FINAL</b> CONTRACT NO.	
	PLOT DATE = 12-07-2009	CHECKED - ACL	REVISED -								ILLINOIS FED. AID PROJECT	
		DATE - 12/07/09	REVISED -									

Exhibit 3

# **SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS**



**NORFOLK SOUTHERN RAILWAY COMPANY**

1. **AUTHORITY OF RAILROAD ENGINEER AND DEPARTMENT ENGINEER:**

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Department, hereinafter referred to as the Department Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. **NOTICE OF STARTING WORK:**

A. The Department's Prime contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Given the Railroad written notice, with copy to the Department Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.

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

2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that Railroad Company does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad Company must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad Company to review.
3. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
4. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he must comply.

5. **Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7,B,1.**

B. **The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.**

3. **INTERFERENCE WITH RAILROAD OPERATIONS:**

A. **The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.**

B. **Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.**

C. **Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.**

4. **TRACK CLEARANCES:**

A. **The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:**

1. **Notify the Railroad's representative at least 72 hours in advance of the work.**
2. **Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.**
3. **Receive permission from the Railroad's representative to proceed with the work.**
4. **Ascertain that the Department Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.**

5. **CONSTRUCTION PROCEDURES:**

A. **General:**

**Construction work and operations by the Contractor on Railroad property shall be:**

1. **Subject to the inspection and approval of the Railroad.**
2. **In accord with the Railroad's written outline of specific conditions.**
3. **In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.**
4. **In accord with these Special Provisions.**

B. **Excavation:**

**The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24- inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.**

**Additionally, the Railroad Engineer may require installation of orange construction safety fencing for protection of the work area.**

C. **Excavation for Structures:**

**The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting**

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 Department 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. Demolition, Erection, Hoisting**

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 Department Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

**E. Blasting:**

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Department 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. Maintenance of Railroad Facilities:**

- 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. Storage of Materials and Equipment:**

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. Cleanup:**

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 Department 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 Department 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 Department, 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 Department or Railroad.**

**C. Payment:**

1. The Department 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 Department 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 Department. Charges to the Department 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. *The above estimates of flagging costs are provided for information only and are not binding in any way.*

**D. Verification:**

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

Attn:  
System Engineer

Norfolk Southern Corporation  
1200 Peachtree Street NE,  
Internal Box 142  
Atlanta, Georgia 30309

Public Improvements

2. The Railroad flagman assigned to the project will be responsible for notifying the Department 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 Department Engineer will document such notification in the project records. When requested, the Department Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. **HAUL ACROSS RAILROAD:**

- 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 Department 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. **WORK FOR THE BENEFIT OF THE CONTRACTOR:**

- 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 Department and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Department 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. COOPERATION AND DELAYS:**

- 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 Department 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. TRAINMAN'S WALKWAYS:**

**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. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:**

- 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. GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:**

- 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. INSURANCE:**

**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 Department 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 Department 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 NOT 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 Department 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 Department at the addresses below, and forwarded to the Department 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 Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

**DEPARTMENT:**

**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 Department 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.**

**Office of Chief Engineer  
Bridges & Structures  
Norfolk Southern Corporation  
1200 Peachtree Street, N. E.  
Internal Box 142  
Atlanta, GA 30309**

**Date:**

**File:**

**Milepost:**

## FORCE ACCOUNT ESTIMATE

Work to be Performed By:	NORFOLK SOUTHERN RAILWAY COMPANY
For the Account of:	ILLINOIS DEPARTMENT OF TRANSPORTATION
Project Description:	NEW I-70 OVERHEAD HIGHWAY BRIDGE
Location:	BROOKLYN, ILLINOIS
Project No.:	76C44
Milepost:	AE-4.55 & AE-4.65
Date:	June 23, 2010
File:	BR0120845 & BR0120684

### SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	120,000
ITEM C - Accounting	3,800
ITEM D - Flagging Services	176,700
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	<u>26,750</u>
<b>GRAND TOTAL</b>	<b>\$ 327,250</b>

### ITEM A - Preliminary Engineering

(Review plans and special provisions,  
prepare estimates, etc.)

Labor:	0 Hours @ \$100 / hour=	0
Travel Expenses:		0
Services by Contract Engineer		<u>0</u>
<b>NET TOTAL - ITEM A</b>		<b>\$ -</b>

**ITEM B - Construction Engineering**

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

Labor:	220 Hours @ \$100 / hour=	22,000
Travel Expenses:		8,000
Services by Contract Engineer		90,000
	<b>NET TOTAL - ITEM B</b>	<b>\$ 120,000</b>

**ITEM C - Administration**

Agreement Construction and/or Review (Prepare Billing)		1,000
Accounting Hours (Labor):	56 Hours @ \$50 / hour=	2,800
	<b>NET TOTAL - ITEM C</b>	<b>\$ 3,800</b>

**ITEM D - Flagging Services**

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

Labor:	Flagging Foreman	
	190 days @ 900.00 per day=	171,000
	(based on working 12 hours/day)	
Travel Expenses, Meals & Lodging:		
	190 days @ \$50/day=	5,700
	<b>NET TOTAL - ITEM D</b>	<b>\$ 176,700</b>

**ITEM E - Communications Changes**

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Equipment:	(see attached summary)	0
	<b>NET TOTAL - ITEM E</b>	<b>\$ -</b>

**ITEM F - Signal & Electrical Changes**

Material:	(see attached summary)	0
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Labor:	(see attached summary)	0
Equipment:	(see attached summary)	0
		<hr/>
<b>NET TOTAL - ITEM F</b>		\$ -

**ITEM G - Track Work**

Material:	(see attached summary)	12,468
Labor:	(see attached summary)	14,282
Equipment:	(see attached summary)	0
		<hr/>
<b>NET TOTAL - ITEM G</b>		\$ 26,750

**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 (06/23/2010). 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 RAILWAY COMPANY

WESTERN REGION - ILLINOIS DIVISION  
 PACKERS SPUR CROSSING - AE-4.65  
 ESTIMATE TO INSTALL NEW CROSSING SURFACE  
 ST. CLAIR COUNTY

1 TRACKS; 24 ' CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
RAILSEAL CROSSING MATERIAL	24	TRK. FT.	60.00	1,440
ASPHALT	36	TONS	175.00	6,300
RAIL	81	LIN FT.	16.49	1,336
RAIL ANCHORS	112	EA.	1.15	129
SPIKES	1.0	KEG	77.00	77
TIE PLATES	56	EA.	7.65	428
CROSSTIES ( 10' )	0	EA.	46.00	0
CROSSTIES (GRADE 5 )	28	EA.	38.73	1084
BALLAST AND GRAVEL	50	TONS	18.00	900
GEOTEXTILE	48	LIN FT.	3.75	180
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				12,468

LABOR

REMOVE EXISTING CROSSINGS	EST. LABOR	
REHABILITATE TRACK STRUCTURE	EST. LABOR	4,500
INSTALL NEW CROSSINGS	EST. LABOR	4,500
TOTAL		9,000

FLAGGING FOR WORK BY OTHERS	2,500
USE OF EQUIPMENT	0
Preliminary Engineering, Construction Supervision, Bill Preparation	2,032
<b>GRAND TOTAL</b>	<b>\$26,000</b>

THIS ESTIMATE IS VALID FOR 1 YEAR FROM DATE OF ESTIMATE. IF WORK IS NOT PERFORMED WITHIN THIS TIME FRAME, THE RAILWAY MAY REVISE THE ESTIMATE

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA  
 DATE: JUNE 23, 2010