

Q 36190

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Public Works and Buildings, hereinafter referred to as the "STATE", Party of the First Part, and the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, hereinafter referred to as the "COMPANY", Party of the Second Part,

W I T N E S S E T H:

THAT, WHEREAS, the STATE proposes to construct Federal-Aid Interstate Route 80 as a dual highway along an alignment which extends across the COMPANY'S tracks and right of way at a location in the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 3, Township 16 North, Range 9 East of the Fourth Principal Meridian, about two miles northeast of Princeton, Bureau County, Illinois; and

WHEREAS, in the interest of public safety and convenience, the parties hereto desire to separate the highway and railroad grades at the proposed crossing by means of highway overpass structures and approaches for carrying the dual two-lane pavements over and across the COMPANY'S tracks and right of way substantially as shown on the prints of the general drawings marked Exhibits 1 and 2, respectively, attached hereto and made a part hereof; and

WHEREAS, the proposed grade separation improvement shall be financed with funds as made available by the Federal-Aid Highway Act; and

WHEREAS, the approval of the Illinois Commerce Commission is required for the separation of the grades as herein proposed.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. The COMPANY agrees to permit the construction and maintenance of the proposed grade separation improvement over and across its tracks and right of way without compensation other than the performance of this contract by the STATE.

SECTION 2. The STATE shall secure, or cause to be secured, without expense to the COMPANY, all the rights of way required for or incident to the construction of the proposed grade separation improvement, excepting that provided for in Section 1 hereof.

SECTION 3. The preliminary and detailed plans, specifications and special provisions for the highway overpass structures and approaches, as required for the dual highway improvement, shall be prepared by or for the STATE at its sole expense; and all such plans, specifications and special provisions, affecting

the interests of the COMPANY, shall be subject to approval by the COMPANY'S authorized representative.

SECTION 4. The plans and cost estimates for changes in wire lines and railroad appurtenances on the COMPANY'S right of way, as necessitated by the proposed improvement, shall be prepared by or for the COMPANY at the expense of the STATE; and all such plans and estimates shall be subject to approval by an authorized representative of the STATE.

SECTION 5. No changes shall be made on any approved plans, specifications or special provisions by either party hereto without the consent in writing of the other party.

SECTION 6. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work,

- (I). WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete,
- (a). The construction of the twin highway overpass structures.
 - (b). The grading of the roadway on the approaches to said overpass structures, including the installation of drainage structures thereunder.
 - (c). The construction of dual two-lane pavements, separated by a median, together with shoulders, on the said approaches to the twin highway overpass structures.
 - (d). Incidental work necessary to complete the items hereinabove specified.

The STATE'S work shall be awarded to a competent and experienced contractor (or contractors), who has (have) adequate equipment, organization and finances. All such awards, affecting the COMPANY'S interest, shall be subject to approval by an authorized representative of the COMPANY.

Such flagmen and watchmen and other protective services or devices, excepting engineering personnel, necessary to protect railroad traffic during any of the construction work as specified under Section 6 (I) hereof shall be provided by the COMPANY at the expense of the STATE'S contractor as involved, and any contract entered into by and between the STATE and its said contractor shall contain provisions to such effect; also, prior to the making of the final payment to the said contractor, the STATE shall obtain a waiver of lien that all sums due the COMPANY in connection with the work herein specified shall have

been paid. The COMPANY estimates the cost of its railroad flagmen for such flagging services as required for the STATE contractor's work to be \$1,215.00.

- (II). WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the STATE, and in accordance with the stipulations as set forth in the Bureau of Public Roads' Policy and Procedure Memorandum 30-3, issued August 15, 1935, all the labor, materials and work equipment required to perform and complete,
- (a). All temporary and permanent alterations or relocations of communication and signal lines, signals and railroad appurtenances on its right of way as may be necessitated by the construction of the proposed highway overpass structures.
 - (b). Incidental work necessary to complete the item hereinabove specified.

The estimated cost of COMPANY'S work is \$5,018.00 as set forth in the detailed estimate attached hereto and made a part hereof.

The prints marked "Exhibit 3" attached hereto and made a part hereof, as prepared by the COMPANY, shows the construction stages of the work performed in changing the wire line facilities on the COMPANY'S right of way, namely, (a) as before construction starts, (b) as to be temporarily located or constructed during the period of construction, and (c) as to be located or constructed permanently.

SECTION 7. Subsequent to the award of any contract (or contracts), and before any work is started on this project, a conference shall be held between the representatives of the STATE, the COMPANY, and the interested contractor (or contractors), at a time and place as designated by the STATE'S representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

SECTION 8. Each party will provide the necessary construction engineering and inspection for carrying out its work as herein set forth, and the costs for such services shall be borne by the STATE. The costs as incurred by the COMPANY for inspecting the work performed by the STATE as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the STATE.

SECTION 9. Subject to the approval of the Illinois Commerce Commission, the temporary minimum clearances, with reference to the COMPANY'S tracks, of any necessary falsework, bracing or forms as required for the erection of

the bridge structures, shall be not less than,

Vertical - 21 feet 6 inches above top of high rail; and

Lateral - 8 feet 0 inches from centerline of adjacent track.

No material or other temporary obstruction shall be placed closer than 10 feet from the nearest rail or closer than 20 feet above the top of the track rail.

SECTION 10. The STATE shall require its contractor (or contractors) to carry bond in the full amount of the contract price, in a responsible bonding company, guaranteeing the satisfactory completion of his work. In addition to such bond, he shall carry insurance with respect to the work to be performed by him on this project in accordance with the stipulations set forth in the SPECIAL PROVISIONS - INSURANCE REQUIREMENTS FOR RAILROAD-HIGHWAY GRADE SEPARATIONS (Effective May 1, 1959) attached hereto and made a part hereof. The Railroad Protective Liability Insurance policy shall be of a form that complies with the STANDARD PROVISIONS FOR GENERAL LIABILITY POLICIES (dated June 10, 1958) attached hereto and made a part hereof.

SECTION 11. The COMPANY agrees to indemnify the STATE against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and attorney's fees, and expenses incident thereto, arising out of the work to be performed hereunder by the COMPANY, and caused by the sole negligence of the COMPANY, or the contractor for the COMPANY, or their respective officers, agents or employees.

SECTION 12. The STATE shall require its contractor (or contractors), before entering upon the COMPANY'S right of way for the performance of any construction work, or preliminary operations preparatory thereto, to secure permission from the authorized representative of the COMPANY for the occupancy and use of the COMPANY'S right of way outside the limits of the twin highway overpass structures, and to confer with him relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 13. All work herein provided to be done by the STATE on the COMPANY'S right of way shall be performed in a manner satisfactory to the authorized representative of the COMPANY. The work shall be performed at such times and manner as not to unnecessarily interfere with the movements of trains or traffic upon the COMPANY'S tracks. The STATE shall require its contractor (or contractors) to use all reasonable care and precaution in order to avoid accidents, damage, delay or interference with the COMPANY'S trains or other facilities.

SECTION 14. The STATE shall require its contractor (or contractors), upon the completion of the work of such contractor (or contractors), to remove from within the limits of the COMPANY'S right of way all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of such contractor (or contractors), and to leave the right of way upon which the said contractors carried on operations in a neat condition, satisfactory to the authorized representative of the COMPANY.

SECTION 15. When the construction of this grade separation project is completed, the STATE shall maintain at its own cost and expense, or by agreement with others provide for the maintenance of, the twin highway overpass structures, the approaches, and all highway facilities. In the event of railway derailments, accidents or collisions growing out of the negligence of the COMPANY, and resulting in damage to the said overpass structures, the STATE shall make the repairs necessary to restore the said overpass structures substantially to their former condition, and the COMPANY agrees to reimburse the STATE for the actual cost of such repairs.

SECTION 16. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

The COMPANY, for the performance of its work as outlined in Section 6 (II) hereof, may bill the STATE monthly (in sets of ten) for the costs and expenses it has incurred. These progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its work, shall render to the STATE a detailed statement (in sets of ten) of the actual cost and expense as incurred by it or for its account. After the STATE'S representatives have checked the progressive invoices and the final statement, and they have agreed with the COMPANY'S representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY for ninety-five (95) per cent of the amount agreed upon; such reimbursements, however, are subject to the provisions of Section 17 hereof.

After the Federal representatives have audited the expenses as incurred by the COMPANY, including such items of expense as may have been suspended from the previous payments, the STATE shall reimburse the COMPANY for the retained percentages and the suspended items of expense, less the deduction of any item (or items) of expense found by the Federal representatives as not being

eligible for Federal reimbursement. If the total of the item (or items) of expense as may be found by the Federal representatives as not being eligible for Federal reimbursement exceeds the retained percentage plus any items of expense which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 17. It is understood that the project herein contemplated is to be financed from funds as appropriated by the Federal Government and expended under Federal regulations. All agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedure in general are subject to the Federal laws, rules, regulations, orders and approvals applying to it as a Federal project; and the STATE will reimburse the COMPANY, as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment from Federal funds, and which have received approval by proper Federal authorities.

SECTION 18. In compliance with the Bureau of Public Roads' Policy and Procedure Memorandum 21-10, issued October 3, 1958, which determines the benefit and liability under Section 5 (b) of the Federal-Aid Highway Act of 1944, the separation of the rail-highway grades as herein proposed meets Classification 4 of paragraph 5 (b) of that Memorandum, a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required. In compliance with the instructions set forth under the heading "Maintenance" of that Memorandum, the STATE and the COMPANY have agreed on the maintenance of the grade separation project as covered in Section 15 hereof.

SECTION 19. In the event that delays or difficulties arise in securing Federal approval, or in acquiring rights of way, or in settling damages or damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before a construction contract is executed or actual construction is started, pursuant to proper Federal approval or authority, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void.

SECTION 20. This agreement shall become effective only after its approval by the Illinois Commerce Commission and the Bureau of Public Roads.

SECTION 21. This agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in triplicate counterparts, each of which shall be considered as an original, by their proper officers thereunto duly authorized, as of the dates below indicated.

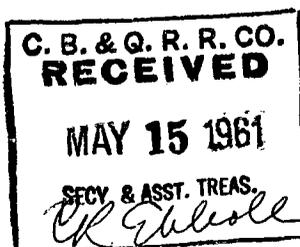
Executed by the STATE, this 9th
day of May, 1961.

STATE OF ILLINOIS, acting by
and through its Department of
Public Works and Buildings,

By *A. J. [Signature]*
Director

Attest:

[Signature]
Chief Highway Engineer



Executed by the COMPANY, this 15th
day of April, 1961.

CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY,

By *[Signature]*
Vice President

Attest:

[Signature]
Secretary

(Page 7 of 7 of agreement for construction and maintenance of highway overpass structure and approaches, FAI Route 80, across CB&Q RR Company tracks and right of way in the SE $\frac{1}{4}$ of Section 3, T16N, R9E of the Fourth Principal Meridian, northeast of Princeton, Bureau County, Illinois.)

BURLINGTON LINES
ESTIMATE SHEET

A. P. E. NO. _____
ITEM NO. _____
DATE 3-30 19 61
PLAN NO. _____
VAL. SEC. Ill. 4-A
ACCT. DIV. 2202
PREPARED BY ESP-SP-HGR
CHECKED BY _____
SHEET NO. 1 OF 3

ESTIMATE OF COST OF Aurora Division - Aurora to Galesburg -
State of Illinois Project I-80-2 - Overcrossing F.A.I.
Rte. 80, Princeton, Illinois

Acct. No.	UNIT	NO. OF UNITS	LABOR		MATERIAL		GRAND TOTAL
			UNIT COST	TOTAL	UNIT COST	TOTAL	
<u>PRELIMINARY ESTIMATE</u>							
Estimated cost of work to be performed by the Burlington at the expense of the State in connection with the construction of proposed twin viaduct over Burlington main tracks (2) at M.P. 102.47 east of Princeton, Illinois.							
<u>Terms:</u> <u>Entirely at State of Illinois Expense</u>							
<u>Inspection</u> 200							
Vacation Allowance 5% 10							
Holiday Pay 2% 4							
Unemployment & R.R. Pen. Tax 10 1/4% 20							
Health & Welfare Benefits 3% 6							
Insurance 4% 8							
Pension & Sickness 6.65% 13							
Total 261							
<u>Bridge Guard Rail</u>							
None required							
<u>Communication Lines</u>							
<u>Temporary Work</u>							
25 Pr. Anhydrex cable LF 500 928							
2 1/2" iron pipe LF 260 271							
10' cross arms complete Ea 10 52							
Anchors & guys Ea 6 104							
Cable terminations Ea 2 70							
Miscellaneous wire & hardware Lot 1 58							
Labor 550							
Total Temporary Work 550 1,483							
<u>Restore Circuits</u>							
25' Cl-2 T P Poles Ea 3 80							
10' cross arms Ea 10 52							
Anchors & guys Ea 4 56							
No. 9 copper wire Mi. 1 122							
Miscellaneous wire & hardware Lot 1 29							
Labor 550							
Total Restoration 550 339							
Labor & Material Total 1,100 1,822							

BURLINGTON LINES
ESTIMATE SHEET

A. P. E. NO. _____
ITEM NO. _____
DATE _____ 19____
PLAN NO. _____
VAL. SEC. _____
ACCT. DIV. _____
PREPARED BY _____
CHECKED BY _____
SHEET NO. 2 OF 3

ESTIMATE OF COST OF _____

- at Princeton, Illinois -

Acct. No.	UNIT	NO. OF UNITS	LABOR		MATERIAL		GRAND TOTAL
			UNIT COST	TOTAL	UNIT COST	TOTAL	
Vacation Allowance				55			
Paid Holidays				22			
Railroad Retirement				113			
Insurance & Compensation				44			
Health & Welfare Benefits				33			
Store expense						73	
Use of truck						120	
Salvage						Cr 550	
Net Communication Lines				1,367		1,465	
<u>Signaling Facilities</u>							
Temporary and Permanent Engineering				200			
Wire No. 12 Oxonite	Ft.	800				34	
Wire No. 8 Oxonite	Ft.	400				38	
Pipe 2" with couplings	Ft.	500				232	
Parkway cable 4 cond. #12	Ft.	500				238	
No. 8 track wire	Ft.	1000				137	
Single breakarms	Ea	12				30	
Wire No. 8 iron	Ft.	1000				14	
Pole junction boxes	Ea	2				50	
Miscellaneous material	Lot	1				4	
Labor				600			
Total Labor & material				800		777	
Vacation Allowance				40			
Paid Holidays				16			
Railroad Retirement				82			
Insurance & Compensation				32			
Health & Welfare Benefits				24			
Store expense						31	
Pension & Sickness				13			
Use of equipment						60	
Salvage						Cr 627	
Net Signal Changes				1,007		241	
<u>Fence Changes</u>							
Remove fence (300 ft. on each side of right-of-way)	Ft.	600	.10	60			
Concrete corner posts	Ea	4			5.30	21	
Concrete brace posts	Ea	8			1.50	12	
Concrete braces	Ea	8			3.62	29	
Concrete collars	Ea	8			.77	6	
Store expense						4	

BURLINGTON LINES
ESTIMATE SHEET

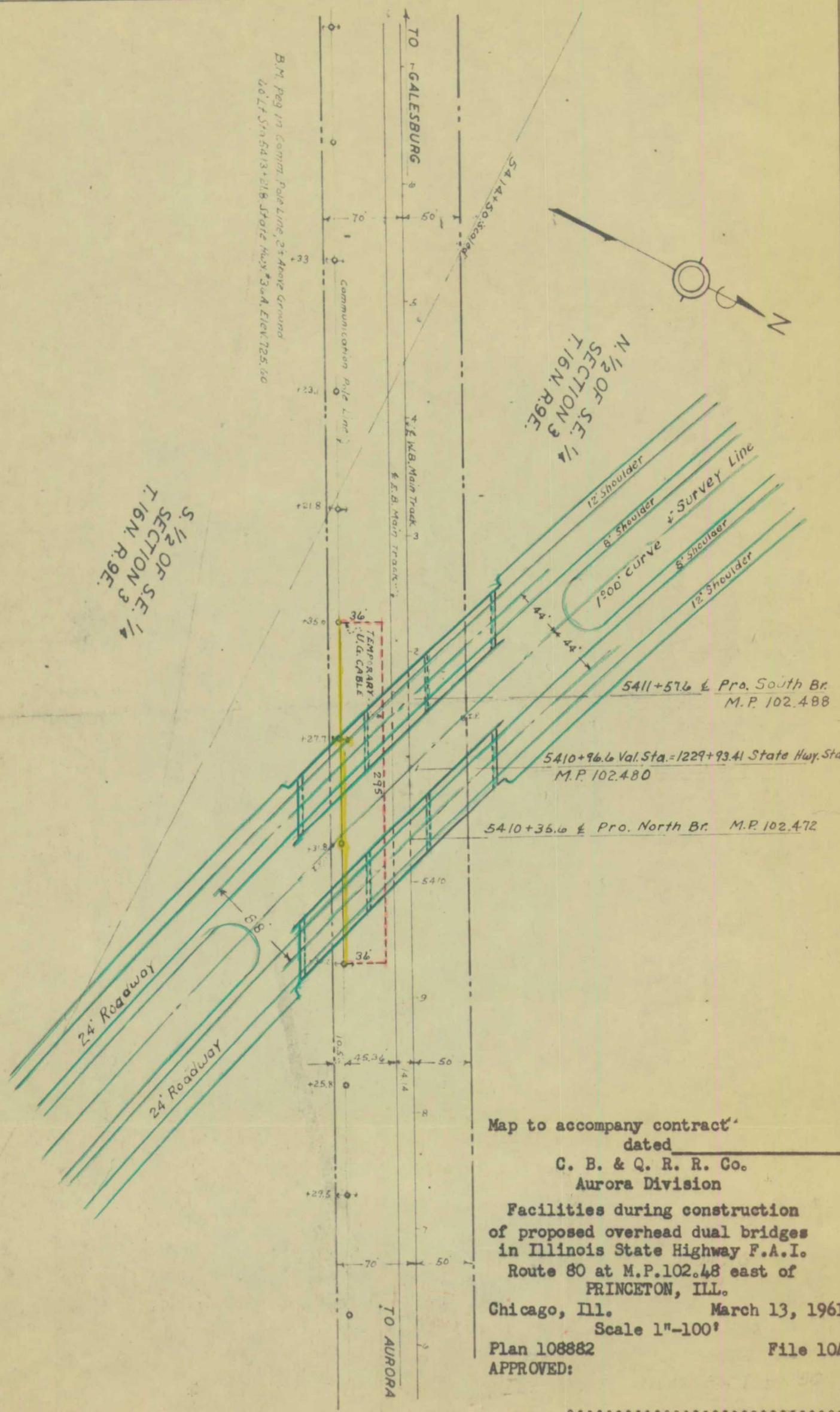
A. P. E. NO. _____
 ITEM NO. _____
 DATE _____ 19____
 PLAN NO. _____
 VAL. SEC. _____
 ACCT. DIV. _____
 PREPARED BY _____
 CHECKED BY _____
 SHEET NO. 3 OF 3

ESTIMATE OF COST OF _____

- at Princeton, Illinois -

Acct. No.	UNIT	NO. OF UNITS	LABOR		MATERIAL		GRAND TOTAL
			UNIT COST	TOTAL	UNIT COST	TOTAL	
Fence Changes (Cont.)							
Install corner panels	Ea	4	15.00	60			
Vacation Allowance			5%		6		
Paid Holiday Allowance			2%		2		
Unemploy. & R.R. Pen. Tax			10 1/2%		12		
Insurance			4%		5		
Health & Welfare Benefits			3%		4		
Total Fence Changes				149		72	
Total Cost				2,784		1,778	4,562
Plus 10% Contingencies				278		178	456
TOTAL ESTIMATED STATE EXPENSE				3,062		1,956	5,018

NOTE: PLAN MAY BE MODIFIED UPON APPROVAL OF CHIEF ENGINEER



Map to accompany contract dated _____
 C. B. & Q. R. R. Co.
 Aurora Division

Facilities during construction of proposed overhead dual bridges in Illinois State Highway F.A.I. Route 80 at M.P. 102.48 east of PRINCETON, ILL.

Chicago, Ill. March 13, 1961
 Scale 1"=100'

Plan 108882 File 104
 APPROVED:

.....
 Assistant Chief Engineer, LE

EXHIBIT B

