



Illinois Department of Transportation

Division of Highways / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944
Telephone 217/465-4181

July 14, 2014

Subject: PRELIMINARY ENGINEERING
Grade Crossing Agreement NSRR
Various Routes DOT/AAR No. See Exhibit A
Section 13R-5-P2 RR Mile Post See Exhibit A
Project RRS-000S (924) Agreement RR513 016
Job No. C-95-016-13 Various Counties

Mr. Stephen Klinger
Administrator Grade Crossing Program
Norfolk Southern Railway Company
1200 Peachtree Street N.E.
Atlanta, Georgia 30309

Dear Mr. Klinger:

As requested, we are transmitting an originally signed fully-executed Agreement for the subject project.

The detailed estimate of cost in the total amount of \$120,000.00 covering your force account work at the subject grade crossing has been reviewed and is satisfactory.

Upon approval of a Form 1 or Form 3 Petition by the Illinois Commerce Commission, your company is hereby authorized to assemble its materials and proceed with its work as outlined on Exhibit A in the attached agreement.

Prior to scheduling the actual construction activities, you are required to notify Mr. Derek Bridges at our District 5 office in Paris, telephone (217) 466-7317, as specified on Exhibit A of the attached agreement.

This authorization to proceed is given with the condition that the NATIONAL GRADE CROSSING INVENTORY UPDATE FORM OMB-2130-0017 (FRA F-6180.71) be filed with the Director of Processing, Transportation Division, Illinois Commerce Commission within five days of the completion of the improvement at the crossing. Please also notify this office when your work is completed.

All bills for work performed at this location are to be forwarded to our district office at the address listed in Exhibit A in the agreement for payment. Your bills must include all identification included in the subject of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kensil A. Garnett".

Kensil A. Garnett, P.E.
Acting Deputy Director of Highways,
Region Three Engineer

DDB/als
Attach.

cc: Michael Stead – Illinois Commerce Commission
Kevin Knoepfel – Project Support Unit
Design & Environment File

Route: **Various**
Section: **13R-5-P2**
County: **Various**
Project: **RRS-000S (924)**
Job No: **C-95-016-13**
Agreement No: **RR513016**
DOT/AAR NO. **See Exhibit A**

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Railway-Highway Grade Crossing
Improvements

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, Acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the **NORFOLK SOUTHERN RAILWAY COMPANY**, hereinafter referred to as the "COMPANY."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location listed on Exhibit A, and as shown on the attached location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

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

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide".

SECTION 2. The COMPANY shall prepare the detailed plans (including surveys and other engineering services), and detailed estimates of cost. The detailed plans shall be submitted to the Illinois Commerce Commission (ICC) in accordance with Section 5 of this agreement and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2009 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly for the STATE'S share of the cost of materials purchased, delivered and stored

on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the Company, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the State. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly for the STATE'S share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY for 100% of the amount billed. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

Upon completion of the project, the COMPANY shall provide the STATE with a written notification of the date of completion. The COMPANY, upon completion of its work, shall submit a complete and detailed final bill of all incurred costs to the STATE no later than one year from the date of completion of the project. Otherwise, previous payments to the COMPANY may be considered final, except as agreed to by the STATE and the COMPANY. After the STATE has checked the final statement and agreed with the COMPANY that the costs are reasonable and properly set up, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100% of the amount billed. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for any amount still owed to the COMPANY or bill the COMPANY for any overpayments or items of expense found as not being eligible for reimbursement.

The COMPANY shall maintain, for a minimum of 3 years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of-way, or in settling 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 construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

SECTION 14. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project.

SECTION 17. The COMPANY was hereby requested and authorized to accrue costs by the STATE, to perform the necessary preliminary engineering to develop an estimate of cost for the proposed work described on "EXHIBIT A", on April 3, 2013. The COMPANY hereby agrees to not invoice the STATE until such time this agreement is fully executed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this 22nd
day of May, 20 14.

**NORFOLK SOUTHERN RAILWAY
COMPANY**

By: Todd Reynolds
Name: Todd L. Reynolds
Title: General Manager

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Executed by the STATE this 30th
day of June, 20 14.

By: Omer Osman, PE
Omer Osman, PE
Director of Highways

By: Ann L. Schneider
Ann. L. Schneider
Secretary of Transportation

Date: 6/27/14

Date: 6/30/14

TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY_) is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a)the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the COMPANY no longer subject to back-up withholding , and
3. The COMPANY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 53-602016

Legal Status

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

Route **Various**
Section **13R-5-P2**
County **Various**
Project **RRS-000S(924)**
Job No **C-95-016-13**
Agreement No **RR513016**

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: **NORFOLK SOUTHERN RAILWAY COMPANY**

DOT/AAR # **475060W, 475031L, 479052T, 479085F, 479165Y, 479862K, 479875L, 479896E, 479910X, 479919J, 479967Y, 543261A, 543263N, 543277W**
RR M.P.: **Various**

Roadway : **Various**

Location: **Various**

EXISTING CONDITIONS:

12 inch incandescent lenses, incandescent gate lights

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

- 1. Replace incandescent's with new LED's at each location including gate arms and cantilevers if present**
- 2. Provide all Traffic Control necessitated by the project.**
- 3. Incidental work necessary to complete the items hereinabove specified.**

DESCRIPTION OF WORK TO BE DONE BY THE STATE:

- 1. Provide construction engineering**
- 2. Incidental work necessary to complete the items hereinabove specified.**

ATTACHMENTS:

Location Map; COMPANY's Estimate

RAILROAD ESTIMATED COST: \$ 120,000.00
STATE to pay Material Cost Only

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Mr. Kevin Knoepfel (217) 466-7319
Illinois Department of Transportation/District 5
P.O. Box 610
Paris, IL 61944

SUBMIT ALL BILLS FOR THE STATE'S SHARE TO THE ABOVE ADDRESS

For this SRA, the catalog of Federal Domestic Assistance (CFDA) number is 20.301
Information is available at <http://www.cfda.gov/>

NSRR LED UPGRADE

ROUTE	COUNTY	CURRENT CO	Location Description	DOT/AAR	RR MP	No of flashing indicators	No of LED lights needed	Signals	Gate Lights	# of Gate Lights	Estimated Cost per NSRR
US-150	Mclean	NSRR	Bloomington	475 060 W	376.50	18	18	Yes	No	0	
US-150	Mclean	NSRR	Bloomington	475 031 L	372.80	16	16	Yes	No	0	
US-136	Mclean	NSRR	Osman	479 052 T	124.68	8	8	Yes	Yes	6	
IL-10	Piatt	NSRR	Lodge	479 085 F	139.98	10	10	Yes	Yes	6	
IL-32 (Jackson St.)	Piatt	NSRR	Cerro Gordo	479 165 Y	363.49	8	8	Yes	Yes	6	
US-136 (Main St.)	Vermilion	NSRR	Danville	479 862 K	301.73	28	28	Yes	Yes	12	
FAU 7009 (Paris St.)	Vermilion	NSRR	Catlin	479 875 L	307.54	8	8	Yes	Yes	6	
IL-49 (Main St.)	Champaign	NSRR	Homer	479 896 E	321.43	18	18	Yes	Yes	6	
FAS 522 (Brian St.)	Champaign	NSRR	Sidney	479 910 X	327.58	8	8	Yes	Yes	6	
IL-130 (Lincoln St.)	Champaign	NSRR	Philo	479 919 J	332.46	16	16	Yes	Yes	6	
IL-105 (Macon St.)	Piatt	NSRR	Bement	479 967 Y	354.99	16	16	Yes	Yes	6	
US-150 (Prospect Ave.)	Champaign	NSRR	Champaign	543 261 A	33.00	16	16	Yes	No	0	
FAP 811 (Mattis Ave.)	Champaign	NSRR	Champaign	543 263 N	34.20	16	16	Yes	No	0	
IL-47 (Division St.)	Champaign	NSRR	Mahomet	543 277 W	42.20	8	8	Yes	No	0	

TOTAL LED'S Needed

194

60

Total LED gate lights 60 or (20 light kits)

Project Scope: Material cost only of replacing existing incandescent light units with LED light units.



Illinois Department of Transportation

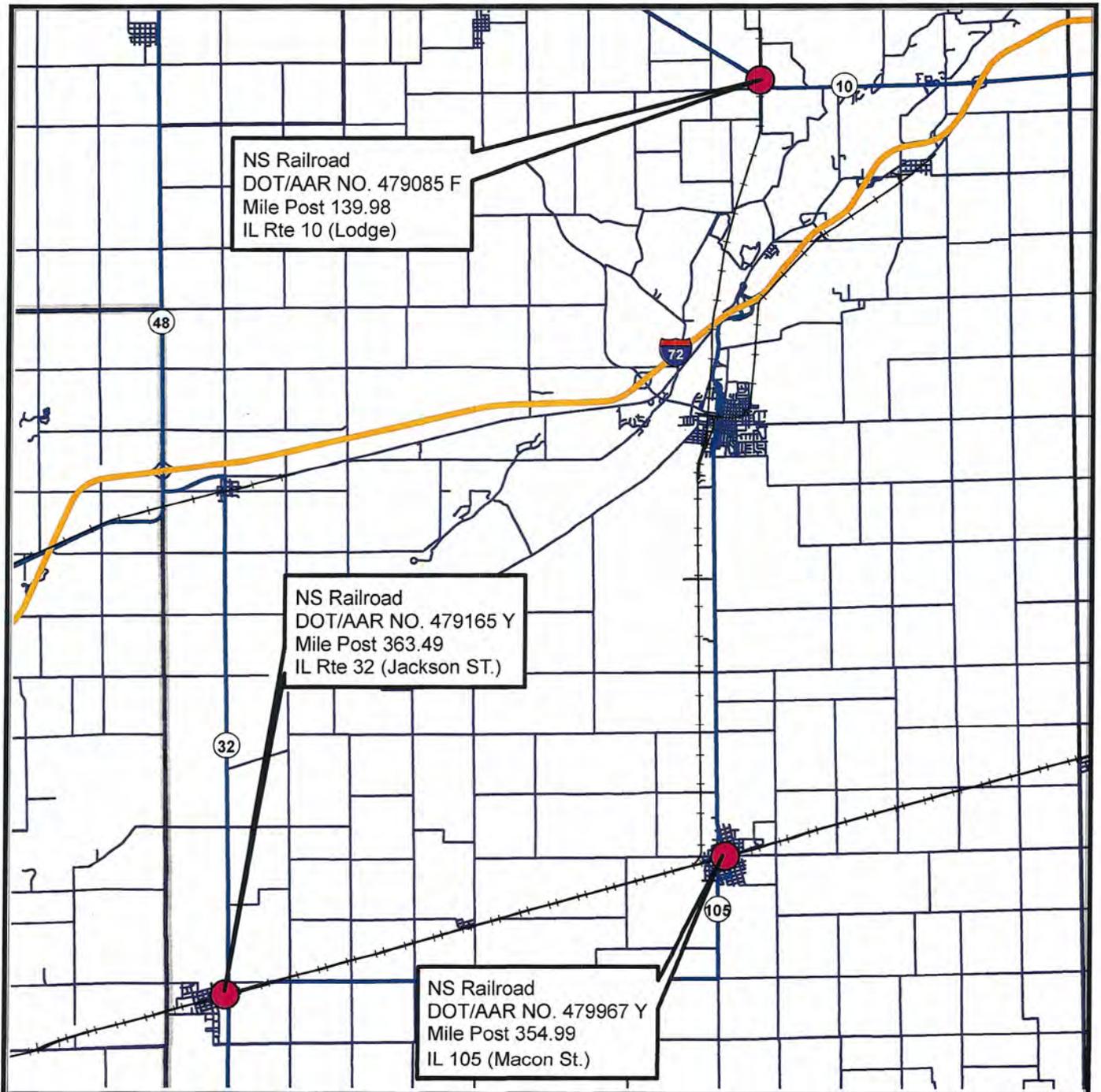
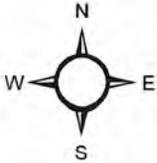
LOCATION MAP

NORFOLK SOUTHERN RAILWAY COMPANY

Section 13R-5-P2

Project RRS-000S(924)

Agreement No RR513016





Illinois Department of Transportation

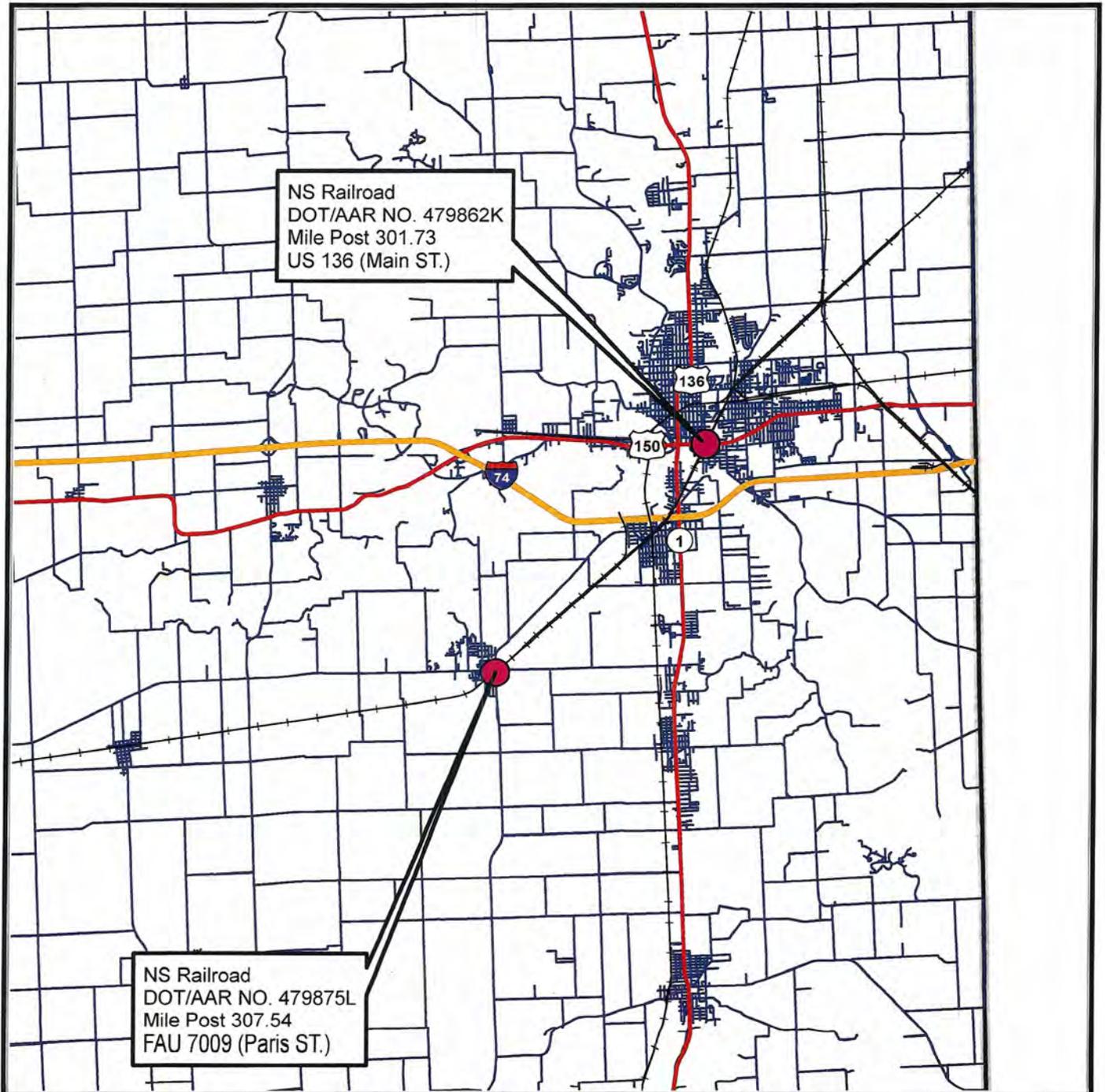
LOCATION MAP

NORFOLK SOUTHERN RAILWAY COMPANY

Section 13R-5-P2

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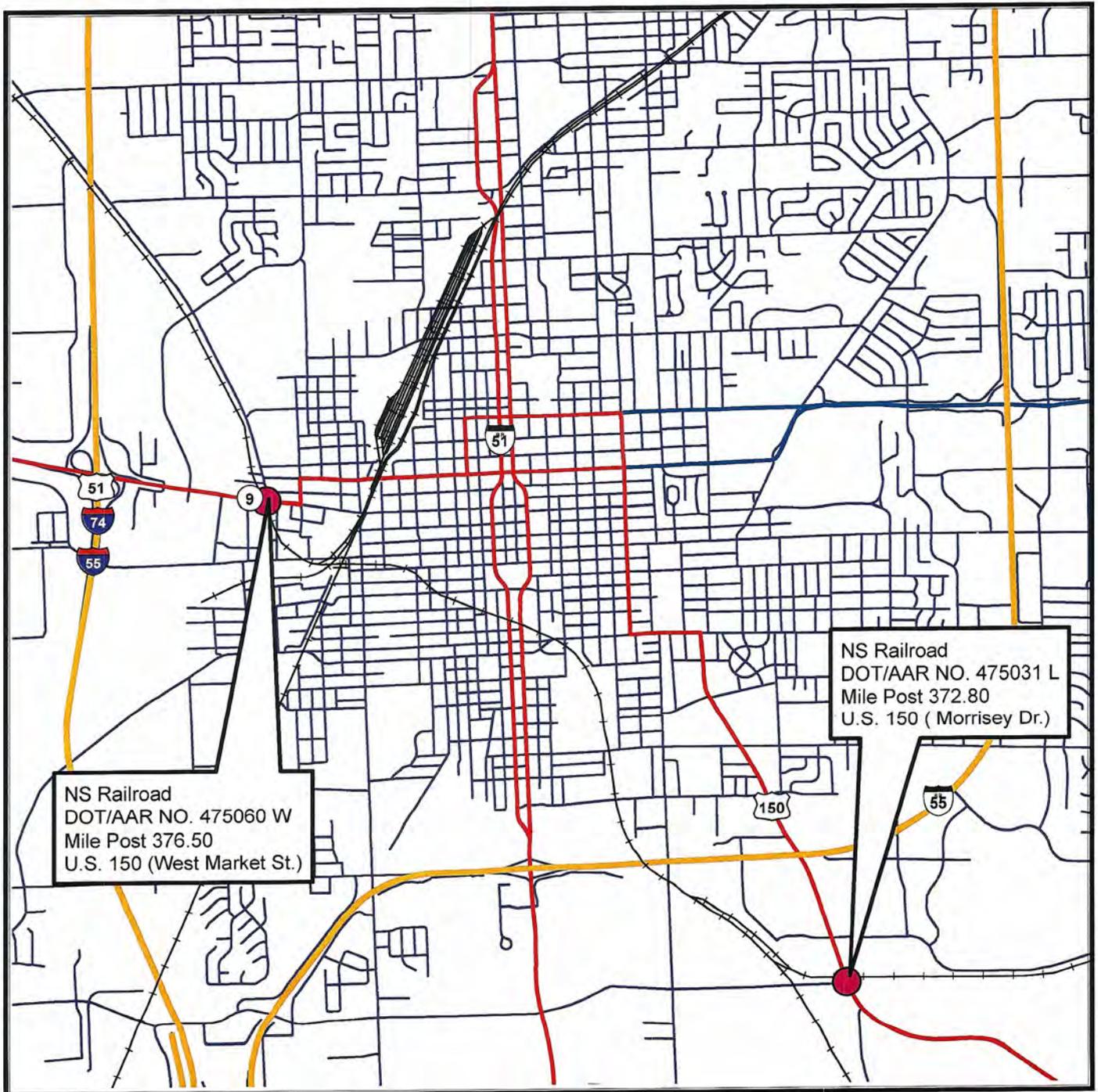
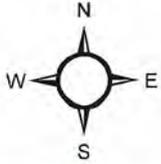
LOCATION MAP

NORFOLK SOUTHERN RAILWAY COMPANY

Section 13R-5-P2

Project RRS-000S(924)

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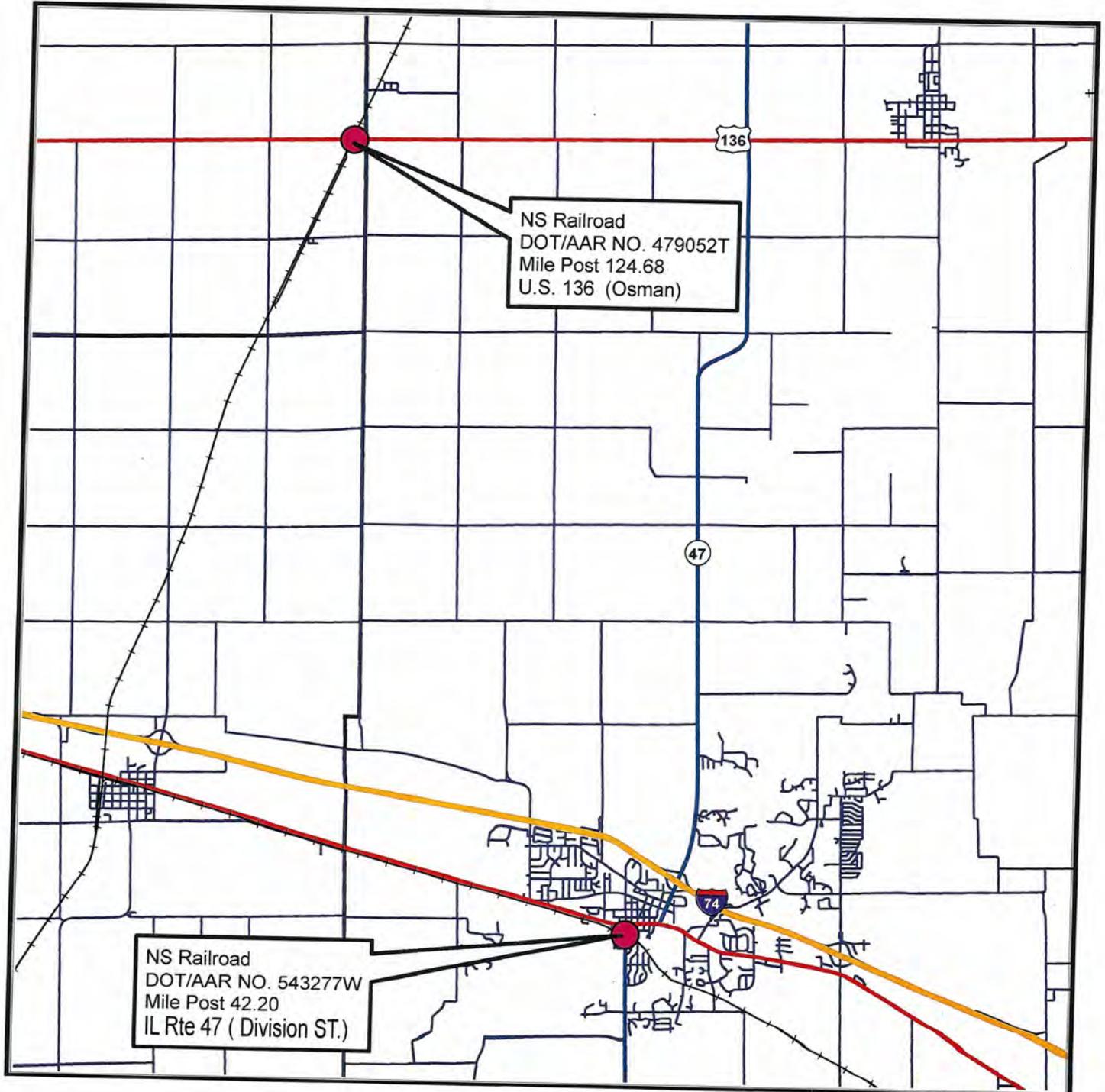




Illinois Department of Transportation

LOCATION MAP

NORFOLK SOUTHERN RAILWAY COMPANY
Section 13R-5-P2
Project RRS-000S(924)
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NS Railroad
DOT/AAR NO. 479052T
Mile Post 124.68
U.S. 136 (Osman)

NS Railroad
DOT/AAR NO. 543277W
Mile Post 42.20
IL Rte 47 (Division ST.)



Illinois Department of Transportation

LOCATION MAP

NORFOLK SOUTHERN RAILWAY COMPANY

Section 13R-5-P2

Project RRS-000S(924)

Agreement No RR513016

