Illinois Department of Transportation

Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

October 13, 2015

SUBJECT: PRELIMINARY ENGINEERING
Grade Crossing Agreement
FAP Route 619 (IL 71)
Section 15R-4-P3
Project No. RR415015
Job No. C-94-015-15
Putnam County

NSRY
DOT/AAR No. 510 803P
Mile Post 180.6
Agreement No. RR415015

Mr. Dan Parker
Engineer Public Improvements
Norfolk Southern Railway Company
1200 Peachtree Street, NE
Atlanta, Georgia 30309-3579

Dear Mr. Parker:

Attached is your Company's original, of the fully-executed Agreement for the subject project.

The detailed estimate of cost in the total amount of $ 326,139.00 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 to proceed with its work as outlined on Exhibit A in the attached Agreement.

Prior to scheduling actual construction activities, you are required to notify Mrs. Susan Eckhoff at our district Four office in Peoria, Illinois, telephone 309-671-3372, 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 5 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 on EXHIBIT A in the agreement for payment. Your bills must include all identification included in the subject of this letter.

Sincerely,

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

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Cc: District Four
Roxy Heck – Attn: Project Control
Jack Elston - Design & Environment
Michael E. Stead, ICC

Route: IL 71
Section: 15R-4-P3
County: Putnam
Project: RRS-0619(023)
Job No: C-94-015-15
Agreement No: RR415015
DOT/AAR NO. 510 803P

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"; collectively referred to as the "PARTIES" and individually referred to as "PARTY"

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 hereinafter referred to as the "PROJECT"; 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 most current 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 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 performance of its work as herein specified, shall bill the STATE **immediately**, for its Preliminary Engineering costs upon receiving authorization to proceed with construction, and, 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 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. 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.

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 in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any bill totaling less than $500. The progressive invoices may be rendered on the basis of an estimated percentage of work completed.

The COMPANY, upon the completion of the work, shall, within one hundred twenty (120) calendar days, render to the STATE a detailed final invoice 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 invoice 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 in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted, for the amount of the final invoice, except that for any portion of the final invoice in excess of the estimated cost of such excess costs as shown in Section 6, the STATE may withhold payment of such excess costs until the COMPANY has provided reasonable backup detail as requested by the STATE to justify the additional cost, and the STATE shall promptly review such backup detail as provided by the COMPANY and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of the COMPANY's costs above the estimated costs, each PARTY retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of Section 13 hereof.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable, and should be sent to the Illinois Department of Transportation's District **Four** office addressed to: **Mrs. Susan Eckhoff**

IDOT District Four

401 Main Street, Peoria, IL 61602

The COMPANY shall maintain, for a minimum of three (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.

After the federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

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. Per the alternative Federal-State procedure in 23 C.F.R. § 646.220, the STATE will have a representative present at the job site during construction to certify the work and to assure that all work and materials meet the requirements, is complete, acceptable and in accordance with the terms of this AGREEMENT.

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. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 apply to this AGREEMENT. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this agreement. The COMPANY, sub-recipient 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 anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website".

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 September 2, 2014. The COMPANY hereby agrees to not invoice the STATE until such time this agreement is fully executed.

SECTION 18. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

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 9th
day of June, 2015.

Norfolk Southern Railway Company

By: G.R. Comstock
Name: Greg R. Comstock
Title: General Manager

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Executed by the STATE this 11th
day of September, 2015.

By: Randall S. Blankenhorn
Secretary
Date: 9/11/15

By: Jeff Heck
Jeff Heck, Chief Fiscal Officer
Director of Finance and Administration
Date: 9/14/15

By: Omer Osman
Omer Osman
Director of Highways
AAW
Date: 9/8/15

By: William M. Barnes
William M. Barnes
Chief Counsel
Date: 9/3/15

Agreement No. RR415015
Job No. C-94-015-15

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: **53-6002016**

Legal Status

___ Individual
___ Sole Proprietor
___ Partnership/Legal Corporation
___ Tax-exempt
___ Corporation providing or billing medical and/or health care services
_X__ Corporation NOT providing or billing medical and/or health care services
___ Other _____

___ Government
___ Nonresident Alien
___ Estate or Trust
___ Pharmacy (Non Corp.)
___ Pharmacy/Funeral home /Cemetery
___ Limited Liability Company (select applicable tax classification)

□ D= Disregarded entity
□ C= Corporation
□ P= Partnership

Route IL 71
Section 15R-4-P3
County Putnam
Project RRS-0619(023)
Job No C-94-015-15
Agreement No RR415015

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: **Norfolk Southern Railway Company**

DOT/AAR # 510 803P RR M.P.: 180.6

Roadway : IL 71 Location: Granville

EXISTING CONDITIONS:

Single Mainline track protected by cantilevered lights

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. **Installation of new circuitry, LED's, gates, and gate LED signals utilizing existing cantilevers.**
2. **The installation of a Digital Remote Monitor if the location is not currently equipped.**
3. **Provide all Traffic Control necessitated by the project.**
4. **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 (Exhibit B)

RAILROAD ESTIMATED COST: $
100% Federal participation

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Mrs. Susan Eckhoff 309-671-3372
IDOT District Four Susan.Eckhoff@Illinois.gov
401 Main Street, Peoria, IL 61602

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/

Location Map 510 803P