COPY

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

STATE OF ILLINOIS ILLINOIS DEPARTMENT OF TRANSPORTATION, Petitioner, v. NORFOLK SOUTHERN RAILWAY COMPANY, City of Kankakee Respondent. Petition for an Order granting permission to replace the existing grade separation structure carrying the Norfolk Southern Railway Company's tracks over Illinois 113/Wall Street in the City of Kankakee Kankakee County, Illinois.	)))))))))))))))	Docket No. T03-0005

RECEIVED
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Illinois Commerce Commission
RAIL SAFETY SECTION

AMENDED PETITION

NOW COMES Petitioner, Illinois Department of Transportation ("Department"), by its attorney, Lisa Madigan, Illinois Attorney General, and states as follows:

1. The existing grade separation structure over Federal Aid Urban (FAU) Route 6194 (IL 113) located in the City of Kankakee, Kankakee County, carries the tracks of the Norfolk Southern Railway Company, formerly the tracks of the New York Central Railroad Company and the Kankakee and Seneca Railroad Company ("NYCRRC and K&SRRC", respectively) over IL 113 (also known as Wall Street).

2. Federal Aid Urban (FAU) Route 6194 (IL 113) is on the State System of Highways.

3. The grade separation structure was originally constructed in 1927 by Norfolk Southern Railway Company's predecessor with permission for said construction in Illinois Commerce Commission Order No. 1712 as amended.

4. The grade separation structure was previously maintained by NYCRRC and K&SRRC and is presently maintained by Norfolk Southern Railway Company.

5. Due to the Department's need to widen the roadway (IL 13/Wall Street) under the bridge structure the existing grade separation is rendered functionally obsolete, and a threat to the safety and convenience of the traveling public, and therefore needs to be replaced.

6. The Department has developed plans to replace the existing grade separation structure. Said plans were prepared in accordance with applicable State and Federal guidelines. A copy of the plan sheets for the proposed project is attached hereto as Exhibit 1 for the Commission's review.

7. The Department accepts financial responsibility for replacing the existing grade separation structure.

DOCKETED

8. The Department proposes to assume the maintenance responsibilities for the highway underneath the proposed grade separation structure, the highway approaches, embankment, highway drainage structures, slopewall's and all other appurtenances of the highway.

9. The Department proposes the Norfolk Southern Railway Company be responsible for maintaining the new bridge structure, railroad ballast, ties, rails, drains and backfill behind the abutments and all other railroad facilities.

10. The Department and the Norfolk Southern Railway Company have executed a written agreement providing for the replacement of the existing structure carrying the Norfolk Southern Railway Company's tracks over and across IL 113/Wall Street in the City of Kankakee; the division of expenses for the proposed project and the future maintenance of the reconstructed structure upon completion of the proposed project; and the future maintenance of the reconstructed structure upon completion of the proposed project.

11. A copy of said agreement is attached and marked as Exhibit 2 for the Commission's review.

WHEREFORE, THE PETITIONER PRAYS that the Illinois Commerce Commission find/order the following:

1. That the attached agreement (Exhibit 2) be incorporated into the record;

2. That the agreement sets out the division of work, expense and future maintenance involved in connection with the project in a fair and reasonable manner;

3. That the requested reconstruction as proposed in the agreement, is authorized; and

4. That no hearing be deemed necessary in this regard.

Respectfully submitted,
ILLINOIS DEPARTMENT OF TRANSPORTATION

By: Lisa Madigan
Attorney General

By: Stacey C. Hollo
Stacey C. Hollo
Special Assistant Attorney General

Dated: March 27, 2003

Illinois Department of Transportation
Office of Chief Counsel
2300 South Dirksen Parkway, Room 300
Springfield, Illinois 62764
Phone (217) 782-3215

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 NORFOLK SOUTHERN RAILWAY COMPANY, hereinafter referred to as the "COMPANY",

W I T N E S S E T H:

WHEREAS, in the interest of public safety and convenience, the parties hereto propose to replace the existing structure carrying COMPANY facilities over and across the FAU Route 6194, marked IL 113/Wall Street, in the City of Kankakee; and

WHEREAS, the existing structure (structure No. 046-0075) was constructed in 1929 by a predecessor of the COMPANY with permission for said construction in Illinois Commerce Commission Order No. 17129 and its Supplements; and

WHEREAS, the above mentioned Order provided that the existing structure was to be maintained by the COMPANY; and

WHEREAS, the proposed structure (Structure No. 046-9903) will be constructed by the STATE as part of improvement known as Section (109S) VBR; and

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 "State Required Ethical Standards Governing Contract Procurement" attached hereto as Attachment A, is hereby made part of this Agreement.

EXHIBIT # 2

SECTION 2. By separate document, arrangements are being made for the COMPANY to convey to the STATE the property rights necessary to construct the improvement as herein proposed.

SECTION 3. The STATE shall secure or cause to be secured, without expense to the COMPANY, all the right of way required for or incident to the construction of the highway underpass structure(s) and the approaches thereto.

SECTION 4. The preliminary and detailed plans, field surveys and any necessary specifications for the underpass structure, the runaround track(s), the depressed highway approaches, and all highway appurtenances as affected shall be prepared by or for the STATE at its expense; and all such plans and specifications, as will affect the COMPANY'S interest shall be subject to approval by an authorized representative of the COMPANY. The STATE shall also carry out, at its expense, the inspection of the work performed by its contractor, including the mill and shop inspection incident to the fabrication of the steel superstructure.

SECTION 5. The plans and estimates of cost for changes in wire lines by buried installation and appurtenances on the COMPANY'S right of way, as necessitated by the proposed improvement, shall be prepared by 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 6. 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 7. 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 preliminary engineering required for preparation of plans, specifications and special provisions as set forth in Section 4.

(b). Remove all material including ties and rails on temporary runaround track.

(c). Perform all excavation and embankment work below the sub-ballast for the temporary runaround tracks.

(d). The design required to detail the bridge ties for the temporary structure.

(e). Construct temporary substructure, superstructure, bulkheads, and the panel assembly for the temporary jump spans.

(f). For the temporary runaround tracks on embankment:

- Perform all grading, as required, for sub-ballast.
- Perform temporary ditch grading and drainage work.
- Furnish and install sub-ballast, ballast, ties and all other track material.

- Install rails provided by the Company.

(g). For the temporary jump spans:

- Furnish and install panel assembly, including ties and all other track material, from the west bulkhead to the east bulkhead.
- Install rails provided by the Company.

(h). For the permanent tracks on embankment:

- Perform all grading, as required, for sub-ballast.
- Furnish and install sub-ballast.
- Perform final ditch grading and drainage work.

(i). Construct superstructure, substructure, ballast pan and all drainage facilities for the new permanent structure.

(j). Construction engineering and inspection as set forth in Section 11.

(k). Incidental work necessary to complete the item(s) hereinabove specified.

The STATE'S work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the COMPANY'S interest.

(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 contained in the Federal-Aid Policy Guide, Chapter I,

Subchapter B, Part 140, Subpart I, (23 CFR 140I) and supplements, all the labor, materials and work equipment required to perform and complete:

(a). All temporary and permanent alterations or relocations of communication and signal wire lines, signals and railroad appurtenances on its right of way as may be necessitated by the construction of the grade separation project.

(b). For the temporary runaround tracks on embankment:

- Furnish rails for installation by STATE's contractor.
- Maintain track structure while operating on runaround.

(c). For the temporary jump spans:

- Furnish rails for installation by STATE's contractor.
- Maintain track ~~structure~~ while operating on runaround.

(d). For the permanent tracks on embankment:

- Furnish and install ballast, ties, rails and all other track material.

(e). New structure:

- Furnish and install ballast, ties, rails and all other track material.

(f). The furnishing of flagmen and other personnel as required to protect railroad traffic in connection with the work to be performed by the STATE or its contractors.

(g). The performance of (1) the reasonable and essential field and construction engineering for carrying out any work to be performed by the COMPANY, including the checking of shop plans as will be prepared by the STATE'S contractor for the fabrication of the steel superstructure, and (2) the inspection of the erection and construction of the underpass structure as well as the temporary structure and track.

(h). Incidental work necessary to complete the item(s) hereinabove specified.

- (eg:) Performing the 'cut over' by shifting or installing track connecting the existing alignment to the temporary alignment.
- Performing the 'cut over' by shifting or installing track connecting the temporary alignment to the permanent alignment.

The estimated cost of COMPANY'S work set forth above is $ 480,500 as shown on the detailed estimate attached hereto and made a part hereof.

Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) (23 CFR 140I) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all work and materials meet the requirements as set forth in the STATE'S "Standard Specifications for Road and Bridge Construction" and supplements thereto. The COMPANY shall, therefore, give the STATE a 48-hour notice in advance of commencement of the work set forth in this Agreement.

SECTION 8. The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2002, and the "Supplemental Specifications" in effect on the date of invitation for bids. A single Railroad Protective Liability Insurance policy, naming the COMPANY, shall be carried in limits of $2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of $6,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A).

Flagging bills may be presented by the COMPANY to the STATE'S contractor on a monthly basis with a final bill presented in a timely manner after completion of the project. The COMPANY will thereupon receive prompt payment from the contractor who will be reimbursed by the STATE in accordance with the Standard Specifications, supplements or revisions thereto and/or any applicable special provisions.

SECTION 9. Subsequent to the award of any contract(s), 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(s), 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 10. 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 11. The STATE shall require its contractor(s), before entering upon the COMPANY'S right of way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of the COMPANY for the occupancy and use of the COMPANY'S right of way outside the limits of the structure(s), and to comply with his recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 12. The safety and continuity of operation of the traffic of the COMPANY shall be at all times protected and safeguarded, and the STATE shall require its contractor(s) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to the COMPANY'S authorized representative for his approval without which it shall not be commenced or prosecuted. The approval of the COMPANY'S authorized representative shall not be considered as a release from responsibility, or liability for any damage which the COMPANY may suffer, or for which it may be held liable by the acts of the contractor(s), or those of their subcontractor(s), or their employees.

SECTION 13. The STATE shall require its contractor(s), upon the completion of the work of such contractor(s), 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(s), and to leave the right of way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of the COMPANY.

SECTION 14. Upon completion of the improvement described herein, the STATE shall maintain or cause to be maintained, at its sole expense, the highway underneath the

bridge, the highway approaches, embankment, highway drainage structures, slopewalls and all other appurtenances of the highway.

The COMPANY shall maintain the bridge structure, railroad ballast, ties, rails, drains and backfill behind the abutments and all other railroad facilities.

SECTION 15. If any loss, damage, destruction, injury or death occurs to any person or property as a result of or in the course of the performance by the COMPANY of its obligations under this AGREEMENT, whether intentional or unintentional, the COMPANY agrees to indemnify and hold harmless the STATE from any and all liability of the STATE which may result from any such loss, damage, destruction, injury or death including all related costs and attorneys' fees and expenses. The COMPANY shall not be obligated to indemnify and hold harmless the STATE from liability for injury or death proximately caused by the negligence of any employee or agent of the STATE.

SECTION 16. The name plate, insignia or emblem of the COMPANY, if placed on or made a part of the structure, shall be of a size and design as shown on the approved plans. After the completion of the structure, the COMPANY shall not place, maintain, or display upon the structure, within view of the highway, any other permanent or temporary sign or marking bearing thereon any commercial advertising of the COMPANY'S lines, or of others. The COMPANY further agrees not to erect, nor grant permission to others to erect, any advertising signs that would be visible from the highway pavement on COMPANY'S property within the limits of the highway's right-of-way lines extended across the COMPANY'S property.

SECTION 17. 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 outlined in Section 7 hereof, may bill the STATE monthly (in sets of four) for the costs and expenses incurred. The 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 four) 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) percent of the amount of the final bill, or the estimated cost as shown in Section 7 whichever is less; such reimbursements, however, are subject to the provisions of Section 18 hereof.

The COMPANY shall maintain, for a minimum of 5 years after the completion of the contract; 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 shall be available for review and audit by the Auditor General and other STATE auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors 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 retained percentages and 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 18. The project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general. 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.

SECTION 19. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the STATE deems appropriate.

SECTION 20. In compliance with Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart B, (23 CFR 646B) and supplements, which determines (among other things) the railway benefit and liability the construction of the railroad-highway grade separation project as herein proposed meets Classification 2 of Section 646.210(b), a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required.

SECTION 21. 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, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon become null and void.

SECTION 22. Pursuant to the International Anti-Boycott Certification Act, Illinois Public Act 88-671, the COMPANY certifies 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.

SECTION 23. The COMPANY agrees that 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, 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 24. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 53-6002016 and the COMPANY is doing business as a corporation.

SECTION 25. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

Executed by the COMPANY, this 31st day of January, 2003.

Attest:

NORFOLK SOUTHERN RAILWAY COMPANY

taj

By: General Manager

Executed by the STATE, this 17th day of March, 2003

STATE OF ILLINOIS, acting by and through its Department of Transportation,

By: Director of Highways

THE STATE OF ILLINOIS
By the Department of Transportation

By Secretary

By Director - Finance & Administration

By Chief Counsel

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ATTACHMENT A

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCURMENT

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. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the COMPANY is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The COMPANY certifies that if awarded a contract in excess of $5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the COMPANY's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the COMPANY's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

Debt Delinquency Certification. The COMPANY certifies it is not delinquent in the payment of any debt to the STATE (or if delinquent has entered into a deferred payment plan to pay the debt), and the COMPANY acknowledges the STATE may declare the Agreement void if this certification is false (30 ILCS 600/50-11, effective July 1, 2002).

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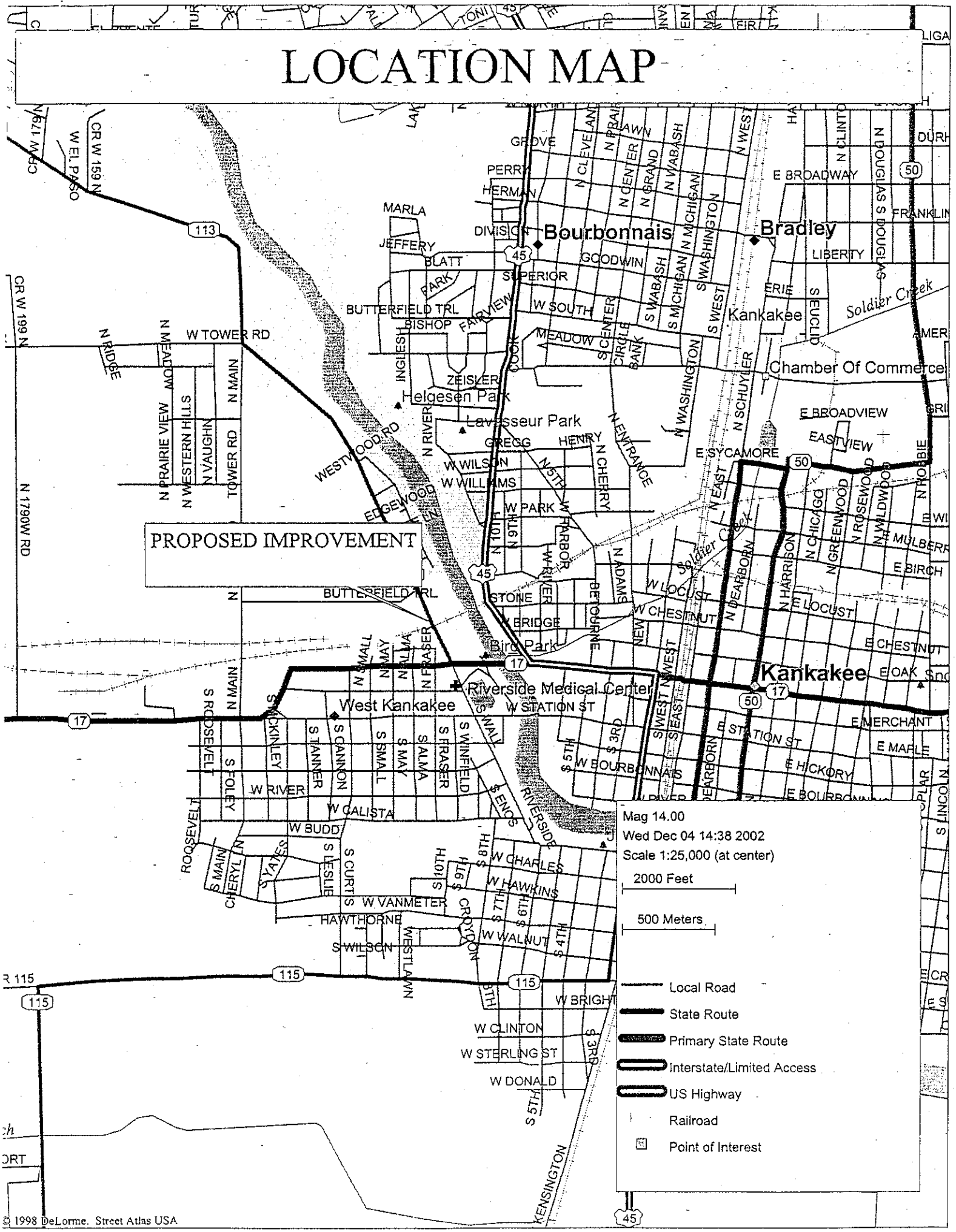
LOCATION MAP



FORCE ACCOUNT ESTIMATE

Work to be Performed By:	NORFOLK SOUTHERN RAILWAY COMPANY
For the Account of:	ILLINOIS DEPARTMENT OF TRANSPORTATION
Project Description:	PROPOSED REPLACEMENT OF RTE. 113 UNDERPASS
Location:	KANKAKEE, IL
Project No.:	JOB NO. C-93-021-01
Milepost:	KS-102.44
Date:	JANUARY 20, 2003
File:	117-30122

SUMMARY

ITEM A - Preliminary Engineering	29,000
ITEM B - Construction Engineering	146,500
ITEM C - Accounting	2,000
ITEM D - Flagging Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	303,000
GRAND TOTAL	**$ 480,500**

ITEM A - Preliminary Engineering

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

Labor:	80 Hours @ $50 / hour=	4,000
Travel Expenses:		1,000
Services by Contract Engineer		24,000
	NET TOTAL - ITEM A	$ 29,000

ITEM B - Construction Engineering

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

Labor:	100 Hours @ $50 / hour=	5,000
Travel Expenses:		1,500
Services by Contract Engineer		140,000
	NET TOTAL - ITEM B	$146,500

ITEM C - Accounting

(Prepare Billing)

Labor:	40 Hours @ $50 / hour=	2,000
	NET TOTAL - ITEM C	$ 2,000

ITEM D - Flagging Services

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

Labor:	0 0 days @ 0.00 per day= (based on working 0 hours/day)	0
Travel Expenses, Meals & Lodging:		
	0 days @ $30/day=	0
	NET TOTAL - ITEM D	$ -

ITEM E - Communications Changes

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Equipment:	(see attached summary)	0
	NET TOTAL - ITEM E	$ -

ITEM F - Signal & Electrical Changes

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

ITEM G - Track Work

Material:	(see attached summary)	179,900
Labor:	(see attached summary)	123,100
Equipment:	(see attached summary)	0
	NET TOTAL - ITEM G	$303,000

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (excluding insurance) is 77.17%. Self Insurance - Public Liability Property Damage is estimated at 8.00%. 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 53.63%. Self Insurance - Public Liability Property Damage is estimated at 8.00%. Work will be billed at actual current audited rate in effect at the time theservices are performed.

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

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

DESCRIPTION: SR 113 BRIDGE REPLCMT.
LOCATION: KANKAKEE, IL
DIVISION & MP: DEARBOF KS-102.44

D&C PRJT # D208
CE FILE # 117-030122
D&C PLAN # NONE

PREPARED BY: DET
PREPARED ON: 01/09/03
PRINT DATE: 01/09/03

RAILWAY LENGTH:
INDUSTRY LENGTH:
TOTAL LENGTH:

Department	AFE Code	Property	Labor	Material	Contract	Other	Additives	Capital	Expense	Cost to Remove
MNR-66	5108	Crosstles	$10,261	$50,940			$17,403	$78,604		
	5178	Switch Ties								
	5109	New Rail	$7,888	$46,098			$13,851	$67,837	$20,100	
	5109	Relay Rail								$9,000
	5109	New OTM		$18,506		$2,332	$20,002	$40,840		
	5109	Relay OTM								$1,800
	5111	Ballast	$5,420	$22,468			$17,431	$45,319		
	5139	Grade Crossings								
SUBTOTAL								$232,600	$20,100	$10,800
ENP-62	5103	Grading	$21,120				$13,280	$34,400		
	5106	Drainage								
	5139	Grade Crossings								
SUBTOTAL								$34,400		
BBD-63	5106	Bridges and Culverts								
TRV-56	5116	Terminals								
FAC-9C	5131	Mechanical								
COM-50	5126	Communications								
SIG-52	5127	Signals			$5,000			$5,000		
RES-21	5102	Real Estate								
SAF-31	8000	Insurance								
INT-43	5125	Intermodal								
EAS-57	5116	Buildings								
MNE-68	5108	Maintenance of Equip		$100				$100		
ENV-54	5103	Environmental								
								Total Capital	Total Expense	Total CTR
							TOTAL DEPARTMENTS COST >>>>	$272,100	$20,100	$10,800

TOTAL BILLABLE PROJECT COST >>>> *$303,000*

Version 2002.3

NORFOLK SOUTHERN DESIGN & CONSTRUCTION DEPARTMENT - PROJECT ESTIMATE - DETAIL

PROJECT DESCRIPTION: SR 113 BRIDGE REPLCMT.
LOCATION: KANKAKEE, IL
DIVISION: DEARBORN MILE POST: KS-102.44

D&C PROJECT # D208
CHIEF ENGR FILE # 117-030122
D&C PLAN # NONE

PREPARED BY: DET
PREPARED ON: 01/09/03
PRINT DATE: 01/09/03

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

DESCRIPTION OF ITEM	AFE FUNC. CODE	QUANT.	UNIT	UNIT COST	MATERIAL CONTRACT	MATERIAL PURCHASE OTHER	MATERIAL MATERIAL	MATERIAL OH %	MATERIAL AMOUNT	LABOR LABOR	LABOR OH %	LABOR AMOUNT	SUPERVISION OTHER	SUPERVISION OH %	SUPERVISION AMOUNT	CAPITAL	EXPENSE	COST to REMOVE
DEPT 66-MAINTENANCE																		
MATERIAL																		
Rail																$50,330		
132#RE - CWR - Standard (New)	5109	2,364	TF	$19.50			46,098	9.18	4,232									
Crossties																$46,624		
Crossties Grade 4 & 5 - Main Track	5108	1,418	EA	$30.00			42,540	9.60	4,084									
Crossties for Rehabilitation (if >675 per mile)																$9,206		
Crossties Grade 4 & 5 - Main Track	5108	280	EA	$30.00			8,400	9.60	806									
OTM																$2,679		
Spikes (N)	5109	51	Keg	$50.00			2,550	5.07	129							$221		
Joint Bars & Bolts (N)	5109	4	PR	$52.50			210	5.07	11							$2,385		
Rail Anchors (N)	5109	2,837	EA	$0.80			2,270	5.07	115							$14,159		
7-3/4"x 14-3/4" DS - 141/132 LB (N)	5109	2,837	EA	$4.75			13,476	5.07	683									
Graded Aggregate 1.0																$33,289		
Ballast - Main Track 12.0	5111	4,730	Ton	$4.75		22,468		48.16	10,821									
LABOR																		
Construct New Track - Complete - Ties	5108	1,360	TF	$4.80						6,528	121.95	7,961				$14,489		
Construct New Track - Complete - New Rail	5109	1,360	TF	$5.80						7,888	121.95	9,619				$17,507		
Replace Ties (>675 per mile)	5108	467	TF	$8.00						3,733	121.95	4,552				$8,285		
Place Ballast	5111	2,710	Ton	$2.00						5,420	121.95	6,610				$12,030		
EXPENSE LABOR																		
Relocate Track	5209	1,823	TF	$10.00													$18,230	
COST TO REMOVE																		
Remove Track - Labor	5309	1,360	TF	$6.60														$9,000
Remove Crosstie - Labor	5309	280	EA	$6.25														$1,800
--Capital Contingency--	5109	10	%		0	2,332	11,556		2,119	2,431		2,958	0		0	$21,396		
--Expense Contingency--	5209	10	%														$1,870	
RIN 15750																		
Dept. 66 - Total Cost	>>>>>				$0	$24,800	$127,100	–	$23,000	$26,000	–	$31,700	$0	–	$0	$232,600	$20,100	$10,800
DEPT 62-DESIGN & CONSTRUCTION																		
--Engineering Costs (for Dept. 66)--	5103	10	%										21,120	47.45	10,021	$31,141		
--Engineering Costs (for Dept. 62)--	5103	10	%										0	47.45	0	$0		
--Capital Contingency--	5103	10	%		0	0	0		0	0		0	2,180		1,079	$3,259		
--Expense Contingency--	5203	10	%														$0	
RIN 15740																		
Dept. 62 - Total Cost	>>>>>				$0	$0	$0	–	$0	$0	–	$0	$23,300	–	$11,100	$34,400	$0	$0
DEPT 68-MAINT. of EQUIPMENT																		
MNE - Capital	5108		LS	Attachment	0	0	100	–	0	0	–	0	0	–	0	$100		
MNE - Expense	5208		LS	Attachment	xxxx	xxxx	xxxx		xxxx	xxxx		xxxx	xxxx		xxxx		$0	
MNE - Retirement Expense	5308		LS	Attachment	xxxx	xxxx	xxxx		xxxx	xxxx		xxxx	xxxx		xxxx			$0
RIN 15750																		
Dept. 68 - Total Cost	>>>>>				$0	$0	$100	–	$0	$0	–	$0	$0	–	$0	$100	$0	$0
DEPT 52-SIGNAL & ELECTRICAL																		
Signals - Capital	5127		LS	Attachment	5,000	0	0	–	0	0	–	0	0	–	0	$5,000		
Signals - Expense	5227		LS	Attachment	xxxx	xxxx	xxxx		xxxx	xxxx		xxxx	xxxx		xxxx		$0	
Signals - Retirement Expense	5327		LS	Attachment	xxxx	xxxx	xxxx		xxxx	xxxx		xxxx	xxxx		xxxx		$0	

Version 2002.3

NORFOLK SOUTHERN DESIGN & CONSTRUCTION DEPARTMENT - PROJECT ESTIMATE - DETAIL

PROJECT DESCRIPTION: SR 113 BRIDGE REPLCMT.
LOCATION: KANKAKEE, IL
DIVISION: DEARBORN MILE POST: KS-102.44

D&C PROJECT # D208
CHIEF ENGR FILE # 117-030122
D&C PLAN # NONE

PREPARED BY: DET
PREPARED ON: 01/09/03
PRINT DATE: 01/09/03

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

DESCRIPTION OF ITEM	AFE FUNC. CODE	QUANT.	UNIT	UNIT COST	MATERIAL: CONTRACT	MATERIAL: PURCHASE OTHER	MATERIAL: MATERIAL	MATERIAL: OH %	MATERIAL: AMOUNT	LABOR: LABOR	LABOR: OH %	LABOR: AMOUNT	SUPERVISION: OTHER	SUPERVISION: OH %	SUPERVISION: AMOUNT	CAPITAL	EXPENSE	COST to REMOVE
RIN 15770																		
Dept. 52 - Total Cost	>>>>>				$5,000	$0	$0	–	$0	$0	–	$0	$0	–	$0	$5,000	$0	$0
					Contract	Purchase Other	Material		Amount	Labor		Amount	Other		Amount	Capital	Expense	Cost to Remove
TOTAL DEPARTMENTS COST >>>>>>>>>>>>>>>>>>>>>>>>>>					$5,000	$24,800	$127,100	–	$23,000	$26,000	–	$31,700	$23,300	–	$11,100	$272,100	$20,100	$10,800

TOTAL BILLABLE PROJECT COST >>>> $303,000

PROOF OF SERVICE

The undersigned hereby certifies that copies of the foregoing instruments were served upon the addressees listed below by mailing a true and correct copies via first class mail, postage pre-paid and depositing the same in the United States Mail, Springfield, Illinois, this 27th day of March, 2003:

Stacey C. Hollo
HB

Thomas W. Ambler (Via Facsimile)
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, VA 23510-2191
Fax: (757-629-2607)

Richard E. Boyle
Norfolk Southern Railway Company
5000 West Main St., Box 23560
Belleville, IL 62223-0560

Anjanita Andrew
City Clerk
City of Kankakee
385 East Oak Street
Kankakee, IL 60901-3936

Donald E. Green
Mayor
City of Kankakee
385 E. Oak Street
Kankakee, IL 60901-3936

June Tate, Administrative Law Judge
State of Illinois Bldg.
160 N. LaSalle
Suite C-800
Chicago, Illinois 60601-3104
Fax: (312) 814-1818

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

STATE OF ILLINOIS ILLINOIS DEPARTMENT OF TRANSPORTATION, Petitioner, v. NORFOLK SOUTHERN RAILWAY COMPANY, City of Kankakee Respondent. Petition for an Order granting permission to replace the existing grade separation structure carrying the Norfolk Southern Railway Company's tracks over Illinois 113/Wall Street in the City of Kankakee Kankakee County, Illinois.	)))))))))))))))	Docket No. T03-0005

NOTICE OF FILING

TO: Thomas W. Ambler, NS (Via Facsimile)
June Tate; ALJ (Via Facsimile)
Richard E. Boyle, Atty.
Anjanita Andrew, City Clerk
Donald E. Green, Mayor

PLEASE TAKE NOTICE that I have this 27th day of March, 2003, forwarded to Mr. Kevin Sharpe, Director of Processing, Transportation Division, of the Illinois Commerce Commission, Springfield, Illinois, for filing in the above matter, a Motion For Leave To File Amended Petition, a copy of which is attached hereto and hereby served upon you.

Stacey C. Hollo
Special Assistant Attorney General
2300 South Dirksen Parkway
Room 311
Springfield, Illinois 62764
(217) 782-3215

Counsel for the Illinois
Department of Transportation