



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

April 18, 2011

SUBJECT: FAU 1537 (71st Street)
Project CRE-9003(709)
Section 06-00050-00-GS (Bridgeview)
Cook County
Contract No. 63556
Item 001X
April 29, 2011 Letting
Addendum (A)

TO PROSPECTIVE BIDDERS:

Due to clarify information necessary to revise the following:

Proposal – Replaced the Schedule of Prices.

Revised page iv of the Table of Contents.

Revised pages 7, 8, 9, 94 & 149A of the Special Provisions.

Added pages 149B, 283A – 283Y to the Special Provisions.

Plans – Revised sheets 3, 8, 10, 11, 12, 13, 29, 44, 50, 69, 96, 98, 99, 101, 102, 103, 106, 106A, 107, 110, 112A, 112B, 112C, 157 & 163.

Prime contractors must utilize the enclosed material when preparing their bid and must include any Schedule of Prices changes in their bidding proposal.

Bidders using computer-generated bids are cautioned to reflect any and all Schedule of Prices changes, if involved, into their computer programs.

Very truly yours,

Scott Stitt
Acting Engineer of Design and Environment

A handwritten signature in black ink, appearing to read "Ted B. Walschleger" with a small "AE" to the right.

By: Ted B. Walschleger
Engineer of Project Development
and Implementation

STATE JOB #- C-91-458-10
 PPS NBR - R-AILRO-ADS

SCHEDULE OF PRICES
 RUN DATE - 04/15/11
 RUN TIME - 183103

CONTRACT NUMBER - 63556

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
COOK	031	01	06-00050-00-GS (BRIDGEVIEW)	CRE-9003/709/000	FAU 1537

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
B2005138	T-MALUS SS 3	EACH	13.000 X	=	=	=	=
C2001636	S-CORNUS SERICEA 3'	EACH	50.000 X	=	=	=	=
K1001987	IRRIGATION SYSTEM	SQ YD	952.000 X	=	=	=	=
K1005481	SHRED BARK MULCH 3	SQ YD	80.000 X	=	=	=	=
XX000679	CUT & CAP EX WATER M	EACH	2.000 X	=	=	=	=
XX002185	REL EX LIGHT POLE	EACH	12.000 X	=	=	=	=
XX003037	D I FITTINGS & ACCESS	POUND	9,930.000 X	=	=	=	=
XX005281	STL CAS P 16" BR/JKD *	FOOT	130.000 X	=	=	=	=
XX006779	WATER SERV LINE 6	FOOT	152.000 X	=	=	=	=
XX007089	VV 4 DIA 8 VALVE	EACH	1.000 X	=	=	=	=
XX008155	WATER METER VAULT	EACH	1.000 X	=	=	=	=
XX008406	8X8 TS VV TA 4D T1FCL	EACH	3.000 X	=	=	=	=
XX008407	16X16 TSVV TA6D T1FCL	EACH	1.000 X	=	=	=	=
XX008408	16X16 TSVV TA6D SFTS	EACH	1.000 X	=	=	=	=
XX008409	D I MM CL52 POLY E 16	FOOT	1,102.000 X	=	=	=	=

* Revised 9-18-11

FAU 1537
 06-00050-00-GS (BRIDGEVIEW)
 COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63556

ECMS002 DTGECM03 ECMR003 PAGE 2
 RUN DATE - 04/15/11
 RUN TIME - 183103

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX008410	D I WM CL52 PE NG 8	FOOT	950.000 X	=	=	=	=
XX008411	D I WM CL52 PE NG 16	FOOT	247.000 X	=	=	=	=
XX008412	30DIA S SLVE 0.469 OC	FOOT	65.000 X	=	=	=	=
XX008413	30DIA S SLVE 0.469 AG	FOOT	155.000 X	=	=	=	=
XX008414	VV 5 DIA 16 VALVE	EACH	2.000 X	=	=	=	=
XX008438	TR CONT-PROT TEMP DET	EACH	3.000 X	=	=	=	=
XX008495	STORM SEWER JKD 84 SP	FOOT	128.000 X	=	=	=	=
XX008497	CHECK VALVE 12	EACH	3.000 X	=	=	=	=
XX008498	CARB ST FORCE MAIN 12	FOOT	60.000 X	=	=	=	=
XX008499	8 VLV IN 48 VV T1F CL	EACH	3.000 X	=	=	=	=
XX008500	8 VALVE IN VALVE BOX	EACH	1.000 X	=	=	=	=
XX008501	16 VALVE IN VALVE BOX	EACH	1.000 X	=	=	=	=
XX008502	16X8TS 8GV 6VV T1F CL	EACH	1.000 X	=	=	=	=
XX008503	CONSTRUCT JUMP SPANS	L SUM	1.000 X	=	=	=	=
XX008504	PR T MH 78D SS T1F CL	EACH	1.000 X	=	=	=	=

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				DOLLARS	CENTS	DOLLARS	CTS
XX008505	PR T MH 84D SS T1F CL	EACH	3.000 X				
XX008525	PRECAST CONC BACKWALL	CU YD	67.000 X				
X0324455	DRILL/SET SOLD P SOIL	CU FT	77,120.000 X				
X0324546	MAN SPL FRAME & LID	EACH	1.000 X				
X0324634	RM-STK-RPL SN P/SPA S	EACH	4.000 X				
X0325003	REM EX VALVE & VAULT	EACH	1.000 X				
X0326031	RR TRACK SHIFT ASSIST	EACH	4.000 X				
X0326033	GUARD HSE REM & REPL	L SUM	1.000 X				
X0326657	RELOCATE SIGN SPL	EACH	1.000 X				
X0326671	CONC SURF COLOR TRMNT	SQ FT	10,000.000 X				
X0329858	REM REIN LUMINAIRE	EACH	12.000 X				
X0350810	BOLLARD REMOVAL	EACH	10.000 X				
X0811100	RAILROAD CROSSING	L SUM	1.000 X				
X2070304	POROUS GRAN EMB SPEC	CU YD	545.000 X				
X2130010	EXPLOR TRENCH SPL	FOOT	150.000 X				

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				DOLLARS	CENTS	DOLLARS	CTS
X4021000	TEMP ACCESS- PRIV ENT	EACH	4.000 X	=			
X4022000	TEMP ACCESS- COM ENT	EACH	3.000 X	=			
X4400220	CURB REM & REPLACEMT	FOOT	251.000 X	=			
X5090810	PEDESTRIAN RAIL SPL	FOOT	150.000 X	=			
X5500320	PREC TRAN P 36-84D	EACH	1.000 X	=			
X5500330	PREC TRAN P 78-84D	EACH	1.000 X	=			
X5610708	WATER MAIN REMOV 8	FOOT	10.000 X	=			
X5610710	WATER MAIN REMOV 10	FOOT	40.000 X	=			
X5610716	WATER MAIN REMOV 16	FOOT	905.000 X	=			
X5630008	CUT & CAP EX 8 WM	EACH	5.000 X	=			
X6030310	FR & LIDS ADJUST SPL	EACH	2.000 X	=			
X6640200	TEMP CH LK FENCE	FOOT	4,818.000 X	=			
X7010216	TRAF CONT & PROT SPL	L SUM	1.000 X	=			
X8030110	LOC UNDERGR CABLE SPL	EACH	12.000 X	=			
X8360215	LIGHT POLE FDN 24D OS	FOOT	16.000 X	=			

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				DOLLARS	CENTS	DOLLARS	CTS
X8440116	RELOC EX LT UNIT SPL	EACH	1.000 X	=	=	=	=
Z0001050	AGG SUBGRADE 12	SQ YD	10,593.000 X	=	=	=	=
Z0002500	BALLAST DRAINS	FOOT	375.000 X	=	=	=	=
Z0004002	BOLLARDS	EACH	6.000 X	=	=	=	=
Z0007118	UNTREATED TIMBER LAG	SQ FT	26,064.000 X	=	=	=	=
Z0018911	DRILL-GROUT #6 T-BAR	EACH	52.000 X	=	=	=	=
Z0022800	FENCE REMOVAL	FOOT	1,569.000 X	=	=	=	=
Z0026346	NIGHT WORK ZONE LIGHT	L SUM	1.000 X	=	=	=	=
Z0026404	FUR SOLDIER PILES WS	FOOT	7,361.000 X	=	=	=	=
Z0030275	IMP ATTN TEMP SUN TL2	EACH	2.000 X	=	=	=	=
Z0030850	TEMP INFO SIGNING	SQ FT	379.000 X	=	=	=	=
Z0033028	MAINTAIN LIGHTING SYS	CAL MO	18.000 X	=	=	=	=
Z0042002	POROUS GRAN EMB SUBGR	CU YD	100.000 X	=	=	=	=
Z0046304	P UNDR FOR STRUCT 4	FOOT	1,879.000 X	=	=	=	=
Z0047700	PUMPING STATION	L SUM	1.000 X	=	=	=	=

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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63556

ECMS002 DTGECM03 ECMR003 PAGE 6
 RUN DATE - 04/15/11
 RUN TIME - 183103

*

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
Z0048665	RR PROT LIABILITY INS	L SUM	1.000 X	=		=	
Z0048900	RR TRACK REMOV	FOOT	28.000 X	=		=	
Z0056608	STORM SEW WM REQ 12	FOOT	231.000 X	=		=	
Z0056610	STORM SEW WM REQ 15	FOOT	76.000 X	=		=	
Z0062456	TEMP PAVEMENT	SQ YD	800.000 X	=		=	
Z0073002	TEMP SOIL RETEN SYSTM	SQ FT	450.000 X	=		=	
Z0076600	TRAINEES	hour	2,000.000 X	=	0.80	=	1,600.00
20100110	TREE REMOV 6-15	UNIT	143.000 X	=		=	
20100210	TREE REMOV OVER 15	UNIT	18.000 X	=		=	
20101000	TEMPORARY FENCE	FOOT	1,500.000 X	=		=	
20101100	TREE TRUNK PROTECTION	EACH	30.000 X	=		=	
20101700	SUPPLE WATERING	UNIT	110.000 X	=		=	
20200100	EARTH EXCAVATION	CU YD	41,981.000 X	=		=	
20800150	TRENCH BACKFILL	CU YD	9,698.000 X	=		=	
21101615	TOPSOIL F & P 4	SQ YD	14,134.000 X	=		=	

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 06-00050-00-GS (BRIDGEVIEW)
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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63556

ECMS002 DTGECM03 ECMR003 PAGE 7
 RUN DATE - 04/15/11
 RUN TIME - 183103

*

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
21101685	TOPSOIL F & P 24	SQ YD	80.000 X	=	=	=	=
21301072	EXPLOR TRENCH 72	FOOT	80.000 X	=	=	=	=
25000200	SEEDING CL 2	ACRE	0.700 X	=	=	=	=
25100630	EROSION CONTR BLANKET	SQ YD	10,892.000 X	=	=	=	=
25200110	SODDING SALT TOLERANT	SQ YD	10,892.000 X	=	=	=	=
28000250	TEMP EROS CONTR SEED	POUND	750.000 X	=	=	=	=
28000400	PERIMETER EROS BAR	FOOT	6,050.000 X	=	=	=	=
28000500	INLET & PIPE PROTECT	EACH	1.000 X	=	=	=	=
28000510	INLET FILTERS	EACH	79.000 X	=	=	=	=
31101200	SUB GRAN MAT B 4	SQ YD	9,632.000 X	=	=	=	=
31200502	STAB SUBBASE HMA 4.5	SQ YD	9,768.000 X	=	=	=	=
35501308	HMA BASE CSE 6	SQ YD	240.000 X	=	=	=	=
40600100	BIT MATLS PR CT	GALLON	2,077.000 X	=	=	=	=
40600300	AGG PR CT	TON	31.000 X	=	=	=	=
40603080	HMA BC IL-19.0 N50	TON	48.000 X	=	=	=	=

* Revised 4-18-11

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				DOLLARS	CENTS	DOLLARS	CTS
40603310	HMA SC "C" N50	TON	49.000 X	=			
40603335	HMA SC "D" N50	TON	457.000 X	=			
40701921	HMA PAVT FD 12	SQ YD	2,738.000 X	=			
42000501	PCC PVT 10 JOINTED	SQ YD	9,149.000 X	=			
42001300	PROTECTIVE COAT	SQ YD	49,533.000 X	=			
42300400	PCC DRIVEWAY PAVT 8	SQ YD	5,474.000 X	=			
42400200	PC CONC SIDEWALK 5	SQ FT	14,914.000 X	=			
42400800	DETECTABLE WARNINGS	SQ FT	116.000 X	=			
44000100	PAVEMENT REM	SQ YD	13,341.000 X	=			
44000157	HMA SURF REM 2	SQ YD	4,080.000 X	=			
44000200	DRIVE PAVEMENT REM	SQ YD	3,509.000 X	=			
44000300	CURB REM	FOOT	20.000 X	=			
44000500	COMB CURB GUTTER REM	FOOT	3,750.000 X	=			
44000600	SIDEWALK REM	SQ FT	11,918.000 X	=			
44003100	MEDIAN REMOVAL	SQ FT	194.000 X	=			

* Revised 9-18-11

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 06-00050-00-GS (BRIDGEVIEW)
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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63556

ECMS002 DTGECM03 ECMR003 PAGE 9
 RUN DATE - 04/15/11
 RUN TIME - 183103

*

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
44200120	PAVT PATCH T2 10	SQ YD	86.000 X	=	=	=	=
44200124	PAVT PATCH T3 10	SQ YD	50.000 X	=	=	=	=
44200126	PAVT PATCH T4 10	SQ YD	665.000 X	=	=	=	=
44201359	CL C PATCH T4 10	SQ YD	171.000 X	=	=	=	=
50105220	PIPE CULVERT REMOV	FOOT	38.000 X	=	=	=	=
50200100	STRUCTURE EXCAVATION	CU YD	2,398.000 X	=	=	=	=
50300225	CONC STRUCT	CU YD	2,392.000 X	=	=	=	=
50300285	FORM LINER TEX SURF	SQ FT	28,800.000 X	=	=	=	=
50300300	PROTECTIVE COAT	SQ YD	1,974.000 X	=	=	=	=
50500105	F & E STRUCT STEEL	L SUM	1.000 X	=	=	=	=
50500505	STUD SHEAR CONNECTORS	EACH	8,521.000 X	=	=	=	=
50800205	REINF BARS, EPOXY CTD	POUND	279,522.000 X	=	=	=	=
50800515	BAR SPLICERS	EACH	320.000 X	=	=	=	=
50900105	ALUM RAILING TY L	FOOT	1,700.000 X	=	=	=	=
51500100	NAME PLATES	EACH	1.000 X	=	=	=	=

* Revised 4-18-11

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
52100400	STEEL BEARING ASSMBLY	EACH	19.000 X	=			
52100530	ANCHOR BOLTS 1 1/4	EACH	76.000 X	=			
52100540	ANCHOR BOLTS 1 1/2	EACH	38.000 X	=			
542A1069	P CUL CL A 2 24	FOOT	5.000 X	=			
54210562	PIPE ELBOW 78	EACH	2.000 X	=			
54210568	PIPE ELBOW 84	EACH	6.000 X	=			
54213669	PRC FLAR END SEC 24	EACH	1.000 X	=			
54213687	PRC FLAR END SEC 42	EACH	1.000 X	=			
550A0050	STORM SEW CL A 1 12	FOOT	173.000 X	=			
550A0340	STORM SEW CL A 2 12	FOOT	1,824.000 X	=			
550A0360	STORM SEW CL A 2 15	FOOT	815.000 X	=			
550A0380	STORM SEW CL A 2 18	FOOT	83.000 X	=			
550A0430	STORM SEW CL A 2 30	FOOT	244.000 X	=			
550A0450	STORM SEW CL A 2 36	FOOT	111.000 X	=			
550A0470	STORM SEW CL A 2 42	FOOT	279.000 X	=			

* Revised 4-18-11

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				DOLLARS	CENTS	DOLLARS	CTS
550A0530	STORM SEW CL A 2 78	FOOT	84.000 X	=	=	=	=
550A0540	STORM SEW CL A 2 84	FOOT	886.000 X	=	=	=	=
550A0730	STORM SEW CL A 3 30	FOOT	261.000 X	=	=	=	=
550A0770	STORM SEW CL A 3 42	FOOT	74.000 X	=	=	=	=
550A1620	STORM SEW CL A 6 36	FOOT	259.000 X	=	=	=	=
55100500	STORM SEWER REM 12	FOOT	1,108.000 X	=	=	=	=
55100700	STORM SEWER REM 15	FOOT	262.000 X	=	=	=	=
55101200	STORM SEWER REM 24	FOOT	510.000 X	=	=	=	=
55102400	STORM SEWER REM 78	FOOT	168.000 X	=	=	=	=
55102500	STORM SEWER REM 84	FOOT	1,073.000 X	=	=	=	=
56100700	WATER MAIN 8	FOOT	50.000 X	=	=	=	=
56200300	WATER SERV LINE 1	FOOT	96.000 X	=	=	=	=
56200700	WATER SERV LINE 2	FOOT	32.000 X	=	=	=	=
56300300	ADJ WATER SERV LINES	FOOT	60.000 X	=	=	=	=
56400500	FIRE HYDNTS TO BE REM	EACH	4.000 X	=	=	=	=

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				DOLLARS	CENTS	DOLLARS	CTS
56400820	FIRE HYD W/AUX V & VB	EACH	7.000 X	=		=	
58000100	MEMBRANE WATERPROOF	SQ FT	5,230.000 X	=		=	
59100100	GEOCOMPOSITE WALL DR	SQ YD	3,228.000 X	=		=	
60107600	PIPE UNDERDRAINS 4	FOOT	440.000 X	=		=	
60108100	PIPE UNDERDRAIN 4 SP	FOOT	48.000 X	=		=	
60200205	CB TA 4 DIA T1F CL	EACH	1.000 X	=		=	
60200805	CB TA 4 DIA T8G	EACH	3.000 X	=		=	
60201205	CB TA 4 DIA T12F&G	EACH	30.000 X	=		=	
60201340	CB TA 4 DIA T24F&G	EACH	3.000 X	=		=	
60218400	MAN TA 4 DIA T1F CL	EACH	17.000 X	=		=	
60221100	MAN TA 5 DIA T1F CL	EACH	12.000 X	=		=	
60223800	MAN TA 6 DIA T1F CL	EACH	1.000 X	=		=	
60236200	INLETS TA T8G	EACH	2.000 X	=		=	
60236900	INLETS TA T12F&G	EACH	20.000 X	=		=	
60240315	INLETS TB T12F&G	EACH	2.000 X	=		=	

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 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63556

ECMS002 DTGECM03 ECMR003 PAGE 13
 RUN DATE - 04/15/11
 RUN TIME - 183103

*

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				DOLLARS	CENTS	DOLLARS	CTS
60250500	CB ADJ NEW T1F CL	EACH	2.000 X	=	=	=	=
60500040	REMOV MANHOLES	EACH	17.000 X	=	=	=	=
60500050	REMOV CATCH BAS	EACH	22.000 X	=	=	=	=
60500060	REMOV INLETS	EACH	2.000 X	=	=	=	=
60600605	CONC CURB TB	FOOT	620.000 X	=	=	=	=
60603800	COMB CC&G TB6.12	FOOT	5,300.000 X	=	=	=	=
60619200	CONC MED TSB6.06	SQ FT	182.000 X	=	=	=	=
66400305	CH LK FENCE 6	FOOT	914.000 X	=	=	=	=
66400505	CH LK FENCE 8	FOOT	281.000 X	=	=	=	=
66407600	CH LK GATES 6X12 DBL	EACH	1.000 X	=	=	=	=
66407900	CH LK GATES 6X18 DBL	EACH	1.000 X	=	=	=	=
66900205	SPL WASTE DISPOSAL	CU YD	98.000 X	=	=	=	=
67000400	ENGR FIELD OFFICE A	CAL MO	18.000 X	=	=	=	=
67100100	MOBILIZATION	L SUM	1.000 X	=	=	=	=
70106800	CHANGEABLE MESSAGE SN	CAL MO	24.000 X	=	=	=	=

* Revised 9-18-11

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				DOLLARS	CENTS	DOLLARS	CTS
70300220	TEMP PVT MK LINE 4	FOOT	6,400.000 X	=			
70300280	TEMP PVT MK LINE 24	FOOT	90.000 X	=			
70400100	TEMP CONC BARRIER	FOOT	1,600.000 X	=			
70400200	REL TEMP CONC BARRIER	FOOT	3,200.000 X	=			
72000100	SIGN PANEL T1	SQ FT	103.000 X	=			
72000200	SIGN PANEL T2	SQ FT	26.000 X	=			
72400310	REMOV SIGN PANEL T1	SQ FT	48.000 X	=			
72400320	REMOV SIGN PANEL T2	SQ FT	16.000 X	=			
72400710	RELOC SIGN PANEL T1	SQ FT	34.000 X	=			
72400720	RELOC SIGN PANEL T2	SQ FT	14.000 X	=			
73400100	CONC FOUNDATION	CU YD	10.200 X	=			
78003100	PREF PL PM TB LTR-SYM	SQ FT	31.000 X	=			
78003110	PREF PL PM TB LINE 4	FOOT	5,752.000 X	=			
78003130	PREF PL PM TB LINE 6	FOOT	327.000 X	=			
78003180	PREF PL PM TB LINE 24	FOOT	107.000 X	=			

* Revised 4-18-11

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				DOLLARS	CENTS	DOLLARS	CTS
81000700	CON T 2 1/2 GALVS	FOOT	445.000 X	=		=	
81100600	CON AT ST 2 GALVS	FOOT	360.000 X	=		=	
81101000	CON AT ST 4 GALVS	FOOT	240.000 X	=		=	
81300530	JUN BX SS AS 12X10X6	EACH	6.000 X	=		=	
81300730	JUN BX SS AS 16X14X6	EACH	4.000 X	=		=	
81603050	UD 3#6 #8G XLPUSE 1	FOOT	1,625.000 X	=		=	
81603598	UD 6#6 #8G XLPUSE 1.5	FOOT	1,525.000 X	=		=	
81702415	EC C XLP USE 3-1C 6	FOOT	415.000 X	=		=	
81800330	A CBL 3-1C6 MESS WIRE	FOOT	3,025.000 X	=		=	
81900200	TR & BKFIL F ELECT WK	FOOT	3,005.000 X	=		=	
82102250	LUM SV HOR MT 250W	EACH	12.000 X	=		=	
82107200	UNDERPAS LUM 100W HPS	EACH	6.000 X	=		=	
83057285	LT P WD 50 CL3 15MA	EACH	12.000 X	=		=	
83600200	LIGHT POLE FDN 24D	FOOT	80.000 X	=		=	
84100110	REM TEMP LIGHT UNIT	EACH	12.000 X	=		=	

* Revised 9-18-11

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
84200500	REM LT UNIT SALV	EACH	12.000 X				
84200804	REM POLE FDN	EACH	12.000 X				

TOTAL \$

- NOTE:
1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
 2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
 3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
 4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

* Revised 9-18-11

Exposed Raceways.....	130
Trench And Backfill For Electrical Work	133
Unit Duct.....	133
Wire And Cable	134
Luminaire.....	136
Foundations	141
Light Pole Foundation, 24" Diameter, Offset	141
Maintenance Of Lighting Systems	143
Exploration Trench, 72" Depth	145
Aerial Cable, 3-1/C No. 6 With Messenger Wire	145
Relocate Existing Light Pole	146
Removal Of Lighting Unit, Salvage.....	146
Removal Of Pole Foundation.....	147
Remove And Reinstall Luminaire	148
Relocate Existing Lighting Unit, Special	148
Unit Duct, 600v, 6-1/C No. 6, 1/C No. 8 Ground, (Xlp-Type Use), 1 1/2" Dia., Polyethylene	149
<i>Steel Casing Pipe 16" (Bored and Jacked)</i>	<i>149B</i>
Storm Water Pollution Prevention Plan	<i>150</i>
Illinois Environmental Protection Agency - Notice Of Intent (NOI)	<i>158</i>
CSXT Special Provisions	<i>166</i>
CSXT Design Construction Standard Specifications – Pipelines Occupancies	<i>209</i>
CSXT Permit – Facility Encroachment Agreement	<i>244</i>
CSXT Light Duty Road Crossing Asphalt and Rubber Interface on Wood Ties Standard Drawing	<i>267</i>
CCHD Permit Application	<i>269</i>
ITW Accident Form (Signode Property)	<i>279</i>
PepsiCo Plant Outage Schedule and Existing Irrigation Zones	<i>282</i>
<i>CSXT Construction Agreement</i>	<i>283A</i>

Construction Activity	Completion Date	Restrictions	Liquidated Damages	Description of Work
5 Completion of the west half of the bridge superstructure	January 7, 2012 (Date listed is subject to change pending CSXT direction and approval. Outage will occur on a weekend in January per CSXT)	The placement of the west half of the bridge superstructure needs to be completed and open to train traffic within the twenty-four (24) window of CSXT track shutdown on the agreed date by the CSXT and the Engineer.	If the work associated with the placement of the west half of the bridge superstructure exceeds the CSXT defined 24-hour track window shutdown then liquidated damages will apply subject to the Schedule of Deductions on page 5.	Refer to structural staging details included in the plans.
6 Completion of the east half of the bridge superstructure	January 21, 2012 (Date listed is subject to change pending CSXT direction and approval. Outage will occur on a weekend in January per CSXT)	The placement of the east half of the bridge superstructure needs to be completed and open to train traffic within the twenty-four (24) window of CSXT track shutdown on the agreed date by the CSXT and the Engineer.	If the work associated with the placement of the east half of the bridge superstructure exceeds the CSXT defined 24-hour track window shutdown then liquidated damages will apply subject to the Schedule of Deductions on page 5.	Refer to structural staging details included in the plans.
7 Completion of the work items required to safely open all roadways to traffic	May 14, 2012	A minimum of one lane of traffic in each direction must be provided on all roadways not later than 12:01 AM CST. Three lanes of traffic must be maintained during stadium events unless otherwise approved by the Engineer.	\$8,125 per working day	This work includes completion of the retaining walls, removals, storm sewers, roadway improvements, pumping station, and sign-off by the Engineer.
8 All remaining Work including restoration, landscaping, and punch list items.	32 working days following completion of item 7 above.		\$8,125 per working day	This work includes the remaining work not required to safely open the roadways to traffic, including but not limited to off-the-road restoration work, final lighting, landscaping and punch list items.

Revised 4-18-11

Suggested Construction Sequence

Stage	Description	Duration	2011 (Week Ending)					2012 (Week Ending)									
			April	May	June	July	August	September	October	November	December	January	February	March	April	May	June
1	Utility Relocation (64" SS, WM & Nicor)	100 days															
2	Retaining Wall (driving piles)	18 weeks															
	Roadway Work																
1	PepsiCo Temporary Improvements (temporary RR crossing)																
2	PepsiCo Entrance (WM, permanent entrance)																
2	Toyota Park S1 Parking Lot Entrance																
2	Pump Station and Detention Pond	36 weeks															
	Bridge Work																
3A	Drive H piles and longitudinal earth retention (between trains with no shutdowns)	8 weeks															
3A	Remove Warning Devices	1 week															
3A	Install jump spans (2 track outages)	10 hours															
3A	Install jump spans (2 track outages)	10 hours															
3B	Construct abutments	9 weeks															
4A	Assemble bridge superstructure (West half)	4 weeks															
4A	Install bridge superstructure #1 - January 7 (2 track outages) - Date is subject to change	24 hours															
4B	Assemble bridge superstructure (East half)	4 weeks															
4B	Install bridge superstructure #2 - January 21 (2 track outages) - Date is subject to change	24 hours															
5	Retaining Wall (excavation and face)	11 weeks															
	Roadway Work																
5	71st Street Grading	7 weeks															
5	Roadway and Drainage	7 weeks															
5	Open 71st Street to Traffic - May 14th	10 hours															
6	Landscaping and Restoration	4 weeks															

April	15	22	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29
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July	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29
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August	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29
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September	07	14	21	28	04	11	18	25	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29
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May	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29
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June	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29	05	12	19	26	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29
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Revised 4-18-11

REQUIREMENTS OF THE VILLAGE OF BRIDGEVIEW

The Contractor shall conform to all local codes and obtain permits as required by the Village of Bridgeview, IL, including the Noise Restriction Ordinance No. 07-16. Additional working hours are outlined below:

<u>Work Item</u>	<u>Day of the Week</u>	<u>Allowable Hours of Work</u>
Piles and Sheeting at the CSXT ROW	Monday thru Sunday	7:00 AM to 10:00 PM
Sheeting for Jump Span installations	TBD	7:00 AM to 10:00 PM
Jump Span installations	TBD	Times TBD - 10 hours continuous on the agreed date by the CSXT and the Engineer.
Completion of the west half of the bridge superstructure	January 7, 2012 <i>(Date is subject to change)</i>	24 hours continuous
Completion of the east half of the bridge superstructure	January 21, 2012 <i>(Date is subject to change)</i>	24 hours continuous
All other work	Monday thru Saturday	7:00 AM to 7:00 PM

Any requests for a variance must be submitted to the Engineer for review and further consideration. Variations from this Ordinance will be permitted only with the approval of the Engineer and the Village of Bridgeview.

Building contractors shall obtain a license and post a bond as required by the Village Code of Bridgeview. All work must be in compliance with the International Building Code.

CSXT SPECIAL PROVISIONS

The documents included in the contract are intended to be complementary and to describe a complete work. If the Department determines a conflict exists between the contract documents, the hierarchy specified in Article 105.05 will be applied with the exception listed below and the Contractor shall then complete the work according to the interpretation made by the Department.

For railway appurtenances, structures and structures that support railway loading, the requirements contained in the CSXT Special Provisions hold over the Department Special Provisions, Supplemental and Standard Specifications. The Department Special Provisions, Supplemental and Standard Specifications still apply to the work to be performed under this Contract.

The following items contained in the CSXT Special Provisions do not apply and are hereby excluded:

Revised 4-18-11

C Tnemec Series 74 Endura-Shield 2.0-3.0

DEMOLITION

Remove and dispose of the existing guard house as indicated on plans per the requirements of the special provision BUILDING REMOVAL - CASE IV (NO ASBESTOS) (BDE).

Disconnect and remove the existing security cameras and related hardware. Store the cameras for reinstallation, and protect from damage at all times. Any camera or camera equipment damaged, in the judgment of the Engineer, during removal, transportation, storage, or reinstallation must be repaired or replaced by the Contractor at no additional cost to the project. Replacement cameras or equipment must meet or exceed the specifications and performance of the original item.

Protect the existing gates and the associated control and access equipment from damage at all times during construction. Should the Contractor deem that removal and reinstallation of the existing gate equipment is beneficial to or needed for his or her operations, the gates and the associated control and access equipment may be removed and reinstalled by the Contractor at his or her expense with no additional cost to the project. Any gates, control, or access equipment damaged, in the judgment of the Engineer, during construction operations, removal, transportation, storage, or reinstallation must be repaired or replaced by the Contractor at no additional cost to the project. Replacement equipment must meet or exceed the specifications and performance of the original item.

INSTALLATION

The guard house building shall be delivered in one (1) piece to the jobsite and installed on the concrete foundation per the manufacturer's recommendations. Provide and connect a permanent underground electrical and telecommunication connection to the guard house. Install and reconnect the existing gate control system. Any new, replacement, or additional materials needed to complete the work, including but not limited to conduit, wiring, and hardware, must meet or exceed the specifications and performance of the existing item.

The temporary guard house building shall be delivered in one (1) piece to the jobsite and installed on the concrete foundation per the manufacturer's recommendations. Provide a temporary electrical and telecommunication connection to the temporary guard house. Any new, replacement, or additional materials needed to complete the work, including but not limited to conduit, wiring, and hardware, must meet or exceed the specifications and performance of the existing item.

Provide and maintain a portable toilet meeting Federal, State, and local health department requirements for the duration that the temporary guard house is in use at the north entrance.

Following completion of the revised PepsiCo entrance, the temporary guard house shall be relocated to a location on the PepsiCo property as designated by the Engineer. Suggested location is at STA 20+70, offset 50' LT. Verify final location prior to constructing the new pavement for the PepsiCo entrance. The temporary guard house shall be installed on a concrete foundation as recommended by the manufacturer. Provide and connect a permanent underground electrical and telecommunication connection.

Security Cameras: The following cameras are currently located at the existing guard house and must be reinstalled and reconnected to PepsiCo's security system at the new guard house location.

#	View	Direction facing
5	Guard house - entrance	North

Revised 4-18-11

3. INSTALLATION:

The installation shall consist of the boring of the raceway and then the pulling of the unit duct, all as shown on the plans or directed by the engineer. This operation is mainly from pole base to pole base, but also may be from pole base to control installation. The nominal depth of the boring is to be located thirty inches (30") below finished grade.

4. METHOD OF MEASUREMENT:

The method of measurement for unit duct shall be as noted in Section 816.04 of the Standard Specifications, except as follows: No additional payment will be given for vertical distances or entrances to light poles, controllers, handholes, pull boxes, or junction boxes.

5. BASIS OF PAYMENT:

This work will not be paid for separately, but shall be included and paid for at the contract unit price per FOOT for UNIT DUCT, 600V, 6-1/C NO. 6, 1/C NO. 8 GROUND, (XLP-TYPE USE), 1 1/2" DIA., POLYETHYLENE, and shall include all the materials, equipment and labor as specified herein or as directed by the Engineer.

Revised 4-18-11

149A

STEEL CASING PIPE 16" (BORED AND JACKED)

The Contractor is directed to complete Schedule I - Contractor's Acceptance. The form must be completed and submitted to the Engineer. The Contractor is advised to review the site and familiarize himself with the soil conditions prior to finalizing his bid for this portion of the work. No additional compensation shall be allowed for changes in the construction method due to ground conditions that may exist at the time of construction. All work shall be performed in accordance with Section 552 of the Standard Specification and CSX Design and Construction Standards and Specifications except as described in the following specifications and the Steel Sleeve Specification contained herein.

This work shall consist of auguring a steel sleeve at the location and at the line and grades provided on the plans or as where directed by the Engineer. The Contractor shall field verify the elevations and locations of any and all utilities that may cross beneath or over the proposed augur prior to ordering material or beginning the augur operation so as to not damage the existing utilities during augur operations. No additional compensation shall be given for any delay time incurred due to a difference in assumed and actual elevations of the existing utilities.

The Contractor shall take all necessary precautions to prevent the undermining of the railroad tracks, roadways, structures, embankments, or property including the utilization of trench boxes, sheeting, etc. to properly maintain the augur and receiving pit excavations such that underlying soils between the pavement edge etc. and augur limits are prevented from entering the excavation. In the event that settlement or any other damage occurs to adjacent roadways railroad tracks, and property or structures between the time the auguring is completed and the end of the contract bond guaranty period, the Contractor shall be fully responsible for any repairs deemed necessary by the Engineer.

This work shall consist of the construction of sixteen (16") diameter steel casing pipe at the locations indicated in the contract drawings or as directed by the Engineer. The minimum thickness of the steel sleeves shall be 0.281 inches. All casing pipe shall be smooth, Grade B welded steel pipe meeting the requirements of ASTM A139 and ANSI/AWWA C200, minimum yield strength of 35,000 psi. For roadway crossings, sleeves shall extend at least ten feet (10') beyond the outer edge of the existing pavement or sewer pipe, as indicated in the detail drawings, unless otherwise approved by the Engineer.

After installation of the steel casing pipe, the ends of the casing pipe shall be sealed to prevent material from entering the pipe.

The cost for excavating, shoring and backfilling of the jacking pit and receiving pit including dewatering (if necessary) and stabilization, and installing the steel sleeve shall be considered included in the contract unit price for the steel casing pipe.

The cost of furnishing and installation of the steel sleeve and all incidental work necessary for its installation, will be paid for at the contract unit price bid per FOOT for STEEL CASING PIPE 16" (BORED AND JACKED).

149B

Added 4-18-11

FAU 1537 (71st Street)
Section: 06-00050-00-GS
Village of Bridgeview
Contract #63556

CSXT CONSTRUCTION AGREEMENT

The Contractor is directed to complete Schedule I - Contractor's Acceptance. The form must be completed and submitted to the Engineer.

Added 4-18-11

283A-Y

PROPOSED GRADE SEPARATION CONSTRUCTION PROJECT
71ST STREET UNDER B&OCT @ MILEPOST DIH-25.83
VILLAGE OF BRIDGEVIEW, COOK COUNTY, ILLINOIS
B&OCT OP NUMBER IL0305

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of March ____, 2011, by and between The Baltimore & Ohio Chicago Terminal Railroad Company, an Illinois corporation with its principal place of business in Jacksonville, Florida ("B&OCT"), and the Village of Bridgeview, a body corporate and political subdivision of the State of Illinois ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, a grade separation bridge structure to carry 71st Street under the tracks and right-of-way of B&OCT at Milepost DIH-25.83 (163 586J) in Bridgeview, Cook County, Illinois (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) the Project will not commence until after final approval by B&OCT of the plans, specifications, drawings agreements or other documents provided by the Agency pertaining to the Project (the "Plans"); (ii) by entering into this Agreement, B&OCT will provide services and accommodations to promote public interest in the Project, without profit or other economic inducement typical of other Agency contractors; (iii) neither B&OCT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to B&OCT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iv) B&OCT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, the Plans necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or B&OCT or their respective contractors. The Plans prepared by or on behalf of Agency shall be subject, at B&OCT's election, to the review and approval of B&OCT. The Plans shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and finally approved by B&OCT after the date of full execution of this Agreement shall be set forth in an Addendum which will be attached to and made part of this Agreement.

1.2 Effect of B&OCT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, B&OCT signifies only that such Plans and improvements constructed in accordance therewith satisfy B&OCT's requirements. B&OCT expressly

disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
 - 1.4 Commencement of Project Construction. Project construction shall not commence until after the Plans have been finally approved by B&OCT and all expenses, reimbursements and costs have been paid by Agency to B&OCT under the terms of that certain Preliminary Engineering Agreement by and between the parties hereto dated June 16, 2010 (the "PE Agreement").
2. Allocation and Conduct of Work

Upon commencement of the Project as provided in Section 1.4, work in connection with the Project shall be allocated and conducted as follows:

- 2.1 B&OCT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, B&OCT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that B&OCT shall provide all services that B&OCT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and B&OCT's contractual obligations, including, but not limited to, B&OCT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
- 2.3 Conduct of Work. B&OCT shall commence its work under this Agreement following: (i) delivery to B&OCT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by B&OCT prior to the commencement of work by B&OCT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to B&OCT, as required by Section 9. The initiation of any services by B&OCT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by B&OCT or on B&OCT property shall conclude no later than December 31, 2013, unless the parties mutually agree to extend such date.
- 2.4 Crossovers and Track Closures. The Agency acknowledges that the Project will be performed under four (4) of B&OCT's active tracks and must be done in a manner to eliminate or reduce the requirement for track window shutdown or closures as determined by B&OCT.
 - 2.4.1 Crossovers and related rail work shall be constructed and in place before any track window shutdowns or closures as determined by B&OCT.
 - 2.4.2 During the track window shutdown or closure as approved by B&OCT, B&OCT shall be entitled to liquidated damages. Agency shall be responsible for the liquidated damages as provided below:

a. The liquidated damages for 0-4 hours over the B&OCT approved track window shutdown or closure shall be Two Thousand Five Hundred Dollars and no cents (\$2,500.00) per hour;

b. The liquidated damages for 4-8 hours over the B&OCT approved track window shutdown or closure shall be Four Thousand Dollars and no cents (\$4,000.00) per hour; and

c. The liquidated damages for 8-12 hours over the B&OCT approved track window shutdown or closure shall be Six Thousand Dollars and no cents (\$6,000.00) per hour.

2.4.3 In the event Contractor exceeds the B&OCT approved track window shutdown or closure, in addition to liquidated damages, B&OCT shall be entitled to restore the property and right of way, at Agency's sole cost and expense.

*

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to B&OCT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.


4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse B&OCT for all costs and expenses incurred by B&OCT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to B&OCT's consultants and subcontractors, and (6) B&OCT labor in connection with the Project, together with B&OCT labor overhead percentages established by B&OCT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by B&OCT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. B&OCT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event B&OCT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. B&OCT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay B&OCT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). B&OCT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to B&OCT at the later of thirty (30) days



*2.4.4 The parties hereto agree that to the extent funds are not appropriated to the Agency to meet the obligations set forth in Section 2.4 within 180 days from the date hereof, this Agreement shall terminate and neither party shall have any further rights or obligations relating thereto. The Agency will notify B&OCT upon receipt or denial of the funds requested under this Agreement.

following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, B&OCT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by B&OCT against the total payments received from Agency. Agency shall pay to B&OCT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by B&OCT from Agency exceed the Reimbursable Expenses, B&OCT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay B&OCT any sums due B&OCT under this Agreement: (i) Agency shall pay B&OCT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) B&OCT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from B&OCT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to B&OCT shall be made by certified check and mailed to the following address or such other address as designated by B&OCT's notice to Agency:

c/o CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

- 4.4 Effect of Termination. Agency's obligation to pay to B&OCT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations. Agency represents to B&OCT that: (i) Agency has appropriated funds sufficient to reimburse B&OCT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify B&OCT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, B&OCT hereby grants Agency a nonexclusive license to access and cross B&OCT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by B&OCT and such temporary construction easements as may be designated on the Plans approved by B&OCT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, B&OCT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on B&OCT property as shown on the Plans approved by B&OCT, if any, on terms and conditions

- and at a price acceptable to the parties. Upon request by B&OCT, Agency shall furnish to B&OCT descriptions and plat plans for the easements.
- 6.4 Nothing herein contained shall be construed to permit Agency or Agency's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of B&OCT.
7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to B&OCT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to B&OCT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of B&OCT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By B&OCT. In addition to the other rights and remedies available to B&OCT under this Agreement, B&OCT may terminate this Agreement by delivery of notice to Agency (i) in the event B&OCT rejects the Plans submitted by Agency; (ii) Agency fails to make revisions or modifications to the Plans as may be required by B&OCT; or (iii) Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by B&OCT to Agency, whichever shall first occur.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse B&OCT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by B&OCT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning B&OCT's property to its former condition, and all other costs of B&OCT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay B&OCT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, B&OCT's only remaining obligation to Agency shall be to refund to Agency payments made to B&OCT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with B&OCT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by B&OCT's Risk Management Department.
10. Ownership and Maintenance
- 10.1 By Agency. Agency shall own and, without cost to B&OCT, shall maintain, repair, replace and renew, or cause same to be done, in good condition and repair to B&OCT's satisfaction, the

railroad bridge structure (excluding only those components which B&OCT owns and has agreed to maintain, repair and replace pursuant to this Section), the highway underpass structure, the roadway surfacing, the roadway slopes, the retaining walls, the roadway drainage facilities, sidewalks and lighting. In the event that Agency fails to properly maintain such structures and improvements, and such failure, in the opinion of B&OCT, jeopardizes the safe and efficient operation of its property, B&OCT shall be entitled to remedy such failure and recover from Agency the costs incurred by B&OCT in doing so.

10.2 By B&OCT. B&OCT shall own and, at its sole cost and expense, maintain, repair, replace and renew its tracks, ballast and approach embankments, and railroad signal and communication systems, and B&OCT shall be permitted to install, maintain, repair and replace other utilities, facilities and cable, or cause same to be done, as B&OCT authorizes from time to time on or within the railroad bridge structure.

10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of B&OCT, which may be withheld for any reason, and the execution of such agreements as B&OCT may require. B&OCT may effectuate any improvements to that portion of the Project on which B&OCT operates its rail line, without securing the prior approval of the Agency so long as such improvements will not have a negative impact on highway traffic using the highway underpass.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold B&OCT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of B&OCT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of B&OCT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against B&OCT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about B&OCT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold B&OCT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "B&OCT Affiliates". For the purpose of this Section 11, B&OCT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of B&OCT or CSX Corporation and their respective officers, directors, employees and agents.

- 11.4 Notice of Incidents. Agency and its Contractor shall notify B&OCT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of B&OCT. Except as otherwise provided by this Agreement, B&OCT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of B&OCT to prohibit Agency or its Contractors or anyone from entering B&OCT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. B&OCT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by B&OCT and the assumption of B&OCT's assignee of B&OCT's obligations under this Agreement, B&OCT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without B&OCT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to B&OCT:

c/o CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Hal A. Gibson, Jr
Project Manager – Public Projects

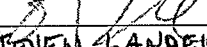
If to Agency: Village of Bridgeview
7500 South Oketo Avenue
Bridgeview, Illinois 60455
Attention: Mayor Steven M. Landek
Director of Public Service

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of Illinois, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

VILLAGE OF BRIDGEVIEW

By: 
Name: STEVEN LANDEK
Title: MAYOR - VILLAGE OF BRIDGEVIEW

**THE BALTIMORE & CHICAGO
TERMINAL RAILROAD COMPANY**

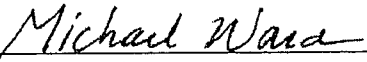
By: 
Michael J. Ward

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
1. Construction of new bridge to carry 71st Street under B&OCT.
 2. Construction of roadway approaches to new bridge, including grading, paving and drainage considerations.
 3. Vehicular maintenance of traffic plan – install, maintain & remove.
 4. Erosion control plan – install, maintain & remove.
 5. Removal & disposal of pavement within B&OCT right-of-way, as directed by B&OCT.

NOTE: All wirelines, pipelines and drainage structures within B&OCT right-of-way require separate facility agreements with B&OCT.

- B. B&OCT shall perform or cause to be performed:
1. Preliminary engineering services.
 2. Changes in communication and signal lines.
 3. Removal of at-grade crossing surface.
 4. Retirement/removal of grade crossing warning system.
 5. Track modifications to accommodate bridge construction.
 6. Flagging services and other protective services and devices as may be necessary.
 7. Construction engineering and inspection to protect the interests of B&OCT.

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71ST STREET UNDER B&OCT @ MILEPOST DIH-25.83
VILLAGE OF BRIDGEVIEW, COOK COUNTY, ILLINOIS

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings shall be provided in separate addendum to be added to and made part of this Agreement.

EXHIBIT C

B&OCT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“B&OCT” shall mean The Baltimore & Ohio Chicago Terminal Railroad Company, its successors and assigns.

“B&OCT Representative” shall mean the authorized representative of The Baltimore & Ohio Chicago Terminal Railroad Company.

“Agreement” shall mean the Agreement between B&OCT and Agency dated as of _____, 201__, as amended from time to time.

“Agency” shall mean the Village of Bridgeview.

“Agency Representative” shall mean the authorized representative of the Village of Bridgeview.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF B&OCT ENGINEER

The B&OCT Representative shall have final authority in all matters affecting the safe maintenance of B&OCT operations and B&OCT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with B&OCT operations and B&OCT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH B&OCT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with B&OCT operations, including train, signal, telephone and telegraphic services, or damage to B&OCT's property, or to poles, wires, and other facilities of tenants on B&OCT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or B&OCT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the B&OCT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or B&OCT's property, Agency or its Contractor shall make such provision. If the B&OCT Representative determines that such provision is insufficient, B&OCT may, at the expense of Agency or its Contractor,

require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on B&OCT Property or rights-of-way until it has complied with the following conditions:

- A. Notify B&OCT in writing of the date that it intends to commence Work on the Project. Such notice must be received by B&OCT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on B&OCT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the B&OCT Representative to begin Work on B&OCT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from B&OCT the names, addresses and telephone numbers of B&OCT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on B&OCT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of B&OCT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either B&OCT or Agency, but must be approved by both B&OCT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to B&OCT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with B&OCT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across B&OCT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of B&OCT and shall execute a license agreement or right of entry satisfactory to B&OCT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross B&OCT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with B&OCT for accomplishing stage construction involving work by B&OCT. In arranging its schedule, Agency or Contractor shall ascertain, from B&OCT, the lead time required for assembling crews and materials and shall make due allowance therefor
- B. Agency or Contractor may not charge any costs or submit any claims against B&OCT for hindrance or delay caused by railroad traffic; work done by B&OCT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that B&OCT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against B&OCT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on B&OCT's property or where they may potentially interfere with B&OCT's operations, unless Agency or Contractor has received B&OCT Representative's prior written permission. Agency and Contractor understand and agree that B&OCT will not be liable for any damage to such materials and equipment from any cause and that B&OCT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 1. Construction work on B&OCT property shall be subject to B&OCT's inspection and approval.
 2. Construction work on B&OCT property shall be in accord with B&OCT's written outline of specific conditions and with these Special Provisions.
 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from B&OCT, and in accord with any other instructions furnished by B&OCT or B&OCT's Representative.
- B. Blasting
 1. Agency or Contractor shall obtain B&OCT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to

B&OCT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

- a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- c. No blasting shall be done without the presence of an authorized representative of B&OCT. At least 10 days' advance notice to B&OCT Representative is required to arrange for the presence of an authorized B&OCT representative and any flagging that B&OCT may require.
- d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to B&OCT's property resulting from the blasting, as directed by B&OCT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
- e. Agency and Contractor shall not store explosives on B&OCT property.

2. B&OCT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO B&OCT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. B&OCT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50)

feet of live track or other track clearances specified by B&OCT, or over tracks.

- B. Agency shall reimburse B&OCT directly for all costs of flagging that is required on account of construction within B&OCT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to B&OCT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for B&OCT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and B&OCT shall not be liable for the cost of delays attributable to obtaining such service.
- D. B&OCT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of B&OCT Representative, such inspection may be necessary. Agency shall reimburse B&OCT for the costs incurred by B&OCT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. B&OCT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between B&OCT and its employees, or if the tax rates on labor are changed, bills will be rendered by B&OCT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON B&OCT PROPERTY

Agency shall arrange, upon approval from B&OCT, to have any utility facilities on or over B&OCT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from B&OCT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave B&OCT Property in neat condition, satisfactory to B&OCT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) B&OCT may require Agency and/or Contractor to vacate B&OCT Property; and (b) B&OCT may withhold monies due Agency and/or Contractor; (c) B&OCT may require Agency to withhold monies due Contractor; and (d) B&OCT may cure such failure and the Agency shall reimburse B&OCT for the cost of curing such failure.

PROPOSED GRADE SEPARATION CONSTRUCTION PROJECT
71ST STREET UNDER B&OCT @ MILEPOST DIH-25.83
VILLAGE OF BRIDGEVIEW, COOK COUNTY, ILLINOIS

EXHIBIT D
INITIAL ESTIMATE
ATTACHED

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with B&OCT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If B&OCT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, B&OCT will request an additional deposit equal to the then remaining Reimbursable Expenses which B&OCT estimates that it will incur. B&OCT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

VOID

DAI - Village of Bridgeview

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about B&OCT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name B&OCT as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against B&OCT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name B&OCT as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. The Baltimore & Ohio Chicago Terminal Railroad Company must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion

- (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. Such additional or different insurance as B&OCT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Jonathan MacArthur
Manager - Insurance
CSX Transportation, Inc.
500 Water Street – C907
Jacksonville, FL 32202
904.359.3394 (Phone)
904.306.5325 (Fax)
Jonathan_MacArthur@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received B&OCT's written approval of the required insurance.

PROPOSED GRADE SEPARATION CONSTRUCTION PROJECT
71ST STREET UNDER B&OCT @ MILEPOST DIH-25.83
VILLAGE OF BRIDGEVIEW, COOK COUNTY, ILLINOIS
B&OCT OP NUMBER IL0305

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of The Baltimore & Chicago Terminal Railroad Company ("B&OCT") and to induce B&OCT to permit Contractor on or about B&OCT's property for the purposes of performing work in accordance with the Agreement dated _____, 201__, between the Village of Bridgeview and B&OCT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 2, 3, 9 and 11 of the Agreement.

Contractor expressly acknowledges and agrees that it shall be responsible for payment of the liquidated damages described in Section 2.4.2

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - PENDING

ESTIMATE SUBJECT TO REVISION AFTER:	09/05/2011	DOT NO.:	163 586J
CITY: Bridgeview	COUNTY: Cook	STATE:	IL
DESCRIPTION: Construct new grade separation (71st Street under B&OCT) / eliminate existing at-grade crossing.			
DIVISION: Chicago	SUB-DIV: IHB Mainline	MILE POST:	DIH-25.83
AGENCY PROJECT NUMBER: Section 06-00050-00-GS			

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)		\$	-
200 Additive	31.34%	\$	-
230 Expenses		\$	-
212 Contracted & Administrative Engineering Services		\$	-
Subtotal		\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)		\$	-
200 Additive	31.34%	\$	-
230 Expenses		\$	-
212 Contracted & Administrative Engineering Services		\$	418,000
Subtotal		\$	418,000

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)		\$	-
050 Labor (Foreman/Inspector)		\$	117,000
070 Additive	71.09% (Transportation Department)	\$	-
050 Additive	100.72% (Engineering Department)	\$	117,842
230 Per Diem (Engineering Department)		\$	19,500
230 Expenses		\$	-
Subtotal		\$	254,342

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 1,700,000

TRACK WORK: (Details Attached) \$ 893,026

ACCOUNTING & BILLING:

040 Labor		\$	3,000
040 Additive	63.03%	\$	1,891
Subtotal		\$	4,891

PROJECT SUBTOTAL

900 <u>CONTINGENCIES:</u>	10.00%	\$	3,270,260
		\$	327,026

GRAND TOTAL ***** \$ 3,597,286

DIVISION OF COST:

Agency	100.00%	\$	3,597,286
Railroad		\$	-
TOTAL *****		\$	3,597,286

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated by: Tom Nord - URS Corp

Approved by: D. C. Clark - Project Manager CSXTB Public Project Group

DATE: 03/09/2011

REVISED:

DATE: 03/09/2011

Form Revised 03-02-2010-LLS

Project Summary Sheet

283V

BALTIMORE OHIO CHICAGO TERMINAL RAILROAD
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - PENDING
Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER: 09/05/2011 DOT NO.: 163 586J
CITY: Bridgeview COUNTY: Cook STATE: IL
DESCRIPTION: Construct new grade separation (71st Street under B&OCT) / eliminate existing at-grade crossing.

DIVISION: Chicago SUB-DIV: IHB Mainline MILEPOST: DIH-25 83
DRAWING NO.: ___ DRAWING DATE: ___
AGENCY PROJECT NUMBER: Section 06-00050-00-GS

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services \$ 418,000
Subtotal \$ 418,000

FLAGGING SERVICE: (Contract Labor)

50 Labor (Foreman/Inspector) 260 Days @ \$ 450.00 \$ 117,000
50 Additive 100.72% (Engineering Department) \$ 117,842
230 Expenses (Engineering Department) 260 Days @ \$ 75.00 \$ 19,500
Subtotal \$ 254,342

TRACK: LABOR

50 Remove Existing Crossing 176 MAN-HRS \$ 24.00 \$ 4,224
50 Install Field Welds 696 MAN-HRS \$ 24.00 \$ 16,704
50 Install Ballast 180 MAN-HRS \$ 24.00 \$ 4,320
50 Line and Surface 88 MAN-HRS \$ 24.00 \$ 2,112
50 Install Insulated Joint (for Signals) 150 MAN-HRS \$ 24.00 \$ 3,600
50 Install # 15 XO Wood 2510 MAN-HRS \$ 24.00 \$ 60,240
50 Grub & Fill 625 MAN-HRS \$ 24.00 \$ 15,000
50 Grading & Drainage 940 MAN-HRS \$ 24.00 \$ 22,560
50 Install Rail & Ties 1000 MAN-HRS \$ 24.00 \$ 24,000
50 Clean-Up 160 MAN-HRS \$ 24.00 \$ 3,840
50 Additive 100.72% \$ 157,728
230 Per Diem 653 MAN-DAY \$ 90.00 \$ 58,770
Subtotal \$ 373,098

TRACK: MATERIAL

220 Cross Ties, Main Line 90 EA \$ 43.00 \$ 3,870
220 Cross tie - pre-plated 251 EA \$ 75.00 \$ 18,825
220 Rail, 136RE, New 880 LF \$ 21.50 \$ 18,920
220 Misc. OTM 1 LOT \$ 2,500.00 \$ 2,500
220 Transitions Rail 136-122 8 EA \$ 1,500.00 \$ 12,000
220 # 15 XO Wood 2 EA \$ 150,000.00 \$ 300,000
220 Ballast - Trucked in 2000 NT \$ 45.00 \$ 90,000
220 Field Welds (Track) 16 EA \$ 60.00 \$ 960
220 Field Welds (Switches) 100 EA \$ 60.00 \$ 6,000
210 Material Handling 5.00% \$ 22,654
Subtotal \$ 475,729

24 EQUIPMENT RENTAL:

Subtotal \$ 40,000

SIGNAL WORK:

212 Contract Engineering \$ 200,000
900 Other \$ 1,500,000
Subtotal \$ 1,700,000

ACCOUNTING & BILLING:

40 Labor 15 Days @ \$ 200.00 \$ 3,000

BALTIMORE OHIO CHICAGO TERMINAL RAILROAD
 FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - PENDING
 Pub EB - IL EB3 (IL)

40	Additive	63.03%		\$	1,891
		Subtotal		\$	4,891
	PROJECT SUBTOTAL:			\$	3,270,260
900	CONTINGENCIES:	10.00%		\$	327,026
		GRAND TOTAL *****		\$	3,597,286
DIVISION OF COST:					
	Agency	100.00%		\$	3,597,286
	Railroad	0.00%		\$	-
		TOTAL *****		\$	3,597,286

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Project Management--Jacksonville, Florida

Estimated prepared by: Tom Nord - URS Corp

Approved by: D. C. Clark - Project Manager B&OCT

DATE: 03/09/2011 REVISED:

DATE: 03/09/2011

Form Revised 03-02-2010-LLS

ACCT. CODE : 709 - PENDING
 Pub EB - IL EB3 (IL)

ESTIMATE SUBJECT TO REVISION AFTER: 09/05/2011 DOT NO.: 163 586J
 CITY: Bridgeview COUNTY: Cook STATE: IL
 DESCRIPTION: Construct new grade separation (71st Street under B&OCT) / eliminate existing at-grade crossing.
 DIVISION: Chicago SUB-DIV: IHB Mainline MILEPOST: DIH-25.83
 DRAWING NO.: _____ DRAWING DATE: _____
 AGENCY PROJECT NUMBER: Section 06-00050-00-GS

Amount		
Task	Task Desc	Total
40	Labor General Office	\$4,891
50	Labor Roadway	\$553,370
60	Labor Signal	
65	Labor Signal1	
70	Labor Transportation	
200	Labor NonContract	
210	Invoice Material	\$22,654
	Material - Field & Consu	
211	Invoice Freight	
212	Invoice Contract Eng	\$618,000
215	Invoice Misc	
216	Invoice Utilities	
220	Invoice Material	\$312,000
	Material New	\$141,075
	Material - Shop	
228	Scrap Credit	
230	ExpenseRpts	\$78,270
241	Invoice Rental	\$40,000
900	Other	\$1,500,000
900	Contingencies	\$327,026
	Material New	
Grand Total		\$3,597,286

Oracle Input

283 Y