



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 1, 2006

SUBJECT: FAU Route 6145 (Broadway Street)
Project BRM-5066(12)
Section 01-00590-00-BR & 01-00076-00-BR (Streator)
LaSalle County
Contract No. 87293
Item 47
November 17, 2006 Letting
Addendum (A)

TO PROSPECTIVE BIDDERS:

To clarify information it is necessary to revise the following:

SPECIAL PROVISIONS

1. Replace Table of Contents – page ii with the attached revised page ii.
2. Replace pages 17-18 of the special provisions with the attached revised pages 17-67.

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.

Since the proposal sheets are printed back to back, bidders are cautioned to exercise care when inserting revised and/or added special provisions into their proposals.

Please call 217-782-7806 if any of the above-described material is not included in this transmittal.

Very truly yours,

Michael L. Hine
Engineer of Design
and Environment

A handwritten signature in black ink, appearing to read 'Ted B. Walschleger' followed by a small 'P.E.' to the right.

By: Ted B. Walschleger, P. E.
Engineer of Project Management

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Revised
11-1-06

Revised 11-1-06

This work will be paid for at the contract unit price each for LIGHTING CONTROLLER CB-RCS-200A-240 DUAL.

LIGHTING CONTROLLER FOUNDATION: The LIGHTING CONTROLLER FOUNDATION shall meet the requirements of Sections 8258 and 503 of the Standard Specifications and the additional requirements indicated on the plans.

LIGHTING CONTROLLER FOUNDATION work shall consist of constructing a concrete foundation and concrete work pad, as indicated on the plans. The concrete used shall be Class SI concrete in accordance with the requirements of Section 1020 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHTING CONTROLLER FOUNDATION, which shall be payment in full for the labor and material to complete the work as described above.

LIGHT POLE, ALUMINUM, 30 FT. MH, 1.5 FT. MAST ARM: This work shall consist of furnishing and installing LIGHT POLE, ALUMINUM, 30 FT. MH, 1.5 FT. MAST ARM in accordance with Section 830 of the Standard Specifications and the details shown in the plans.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHT POLE, ALUMINUM, 30 FT. MH, 1.5 FT. MAST which payment shall include all labor, equipment and materials necessary to complete the installation as shown in the plans.

FILTER FABRIC-INLET PROTECTION: This work shall consist of the placement and removal of geotechnical filter fabric between the B-6.12 or B-6.24 curb and gutter inlet casting and the inlet grate. The filter fabric is to be installed to prevent soil and silt from entering the storm sewer system and will not be removed until such time determined by the ENGINEER. The geotechnical filter fabric shall meet the requirements of Article 1080.02 of the Standard Specifications. FILTER FABRIC-INLET PROTECTION shall be placed in accordance with the detail shown in the plans and at locations shown in the plans.

Method Measurement: FILTER FABRIC-INLET PROTECTION will be measured for payment as EACH.

Basis of Payment: This work will be paid for at the contract unit price each for FILTER FABRIC-INLET PROTECTION which price shall include all labor, equipment and materials necessary to install and remove the filter fabric.

RAILROAD PROTECTION AND COORDINATION: The contractor's attention is directed to the following OVERPASS AGREEMENT; and the accompanying exhibits pertaining to work impacting the BSNF Railway Company. The documents shall be considered part of this special provision and all work on the project by the contractor and subcontractors shall comply with the stated provisions.

Regarding article III/13e; no work windows greater than two (2) hours should be expected.

Regarding article IV/9; revise the first sentence to read, "The parties mutually agree that no construction activities for the Project **that impact the flow of train traffic**, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year.

Regarding RR Protective/Liability Insurance;

Location: MP 89.41 (DOT #004480C), Line Segment 7000

Train Counts: Freight-61 (31 day/30 night), Passenger-0

Train Speed (max) : Freight-70 mph, Passenger-N/A

No additional payment will be made for railroad coordination, permitting or rights of entry.

The contractor is alerted that the items specified by the Railroad Engineer as identified in Article 105.02 "Authority of Railroad Engineer" as revised in BDE Special Provision 80128 "Authority of Railroad Engineer" found elsewhere in these special provisions will be paid for as specified in that provision.

OVERPASS AGREEMENT

LAW DEPARTMENT APPROVED

BNSF File No. _____
Broadway Street Road Overpass
U.S. D.O.T. No. 004480C, MP 89.41

This Agreement ("Agreement"), is executed to be effective as of this _____ day of _____, 200____
("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF"), and
the CITY OF STREATOR, a political subdivision of the State of ILLINOIS ("Agency").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Streator, State of Illinois;

WHEREAS, Agency desires to remove the existing bridge and to construct a new crossing at separated
grades over the same horizontal alignment to be known as the Broadway Street Overpass, D.O.T. No.
004480C.

WHEREAS, the existing Broadway Street Overpass will be closed and removed prior to construction and
placing in service of the new Broadway Street Overpass;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained
herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I - SCOPE OF WORK

1. The term "Project" as used herein includes any and all work related to the construction of the
proposed Broadway Street Road Overpass (hereinafter referred to as the "Structure"), more particularly
described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all
changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent
track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and
construction engineering and contract preparation. Additionally, temporary controls during construction must
be in compliance with Section 8A-5, "Traffic Controls During Construction and Maintenance" of the Uniform
Traffic Control Devices Manual, U.S. Department of Transportation.

ARTICLE II - BNSF OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF
agrees as follows:

1. In consideration of the faithful performance of the Agency's covenants contained herein, BNSF
hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth
in this Agreement, a temporary non-exclusive license (hereinafter called, "License") to construct the Structure
across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, excepting and reserving
BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from
BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
- (b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure;
- (c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure.

Prior to commencing any work on BNSF's property or right-of-way, Agency must pay BNSF the sum of Two-Thousand Five Hundred and No/100 Dollars (\$ 2,500) as compensation for the License. The term of the License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) twelve (12) months following the Effective Date. Upon expiration of the original term of the license following the initial twelve (12) months license period, the term of the license shall be extended for a period of an additional twelve (12) months should (i) the Structure not be substantially complete, and (ii) BNSF has found no fault, per the Agreement, in the progress of the work. This renewal process shall continue every twelve (12) months until such time as the Structure is complete. The License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the License, to use the Structure. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon receiving the payment from Agency described in the subsequent sentence and provided Agency is in compliance with the terms and conditions of this Agreement, BNSF will grant to the City of Streator, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. Agency must pay BNSF the sum of zero and No/100 Dollars (\$0) as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 16 of this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;

3. BNSF will do all railroad work set forth in Article II, Section 1 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to include in its contract with the Project Contractor a provision requiring the Contractor to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Contractor progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Contractor must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Contractor a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Contractor must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past our credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

7. Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past our credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III - AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

1. Agency must furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein and shall supersede the documents of Exhibit A. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3. Agency must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

4. Agency must acquire all rights of way necessary for the construction of the Project.
5. Agency must make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
6. Agency must construct the Project as shown on the approved plans on file with BNSF and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
 - (a) Remove Existing Overpass Structure;
 - (b) Construction of the New Overpass Structure;
 - (c) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - (d) Provide suitable drainage, both temporary and permanent;
 - (e) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
 - (g) Provide appropriate pedestrian control during construction;
 - (i) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure;
7. Agency must apply and maintain said D.O.T. Crossing number 004480C in a conspicuous location on the Structure.
8. Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
9. In order to prevent damage to BNSF trains and property, Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
10. Agency or its contractor(s) must submit four (4) copies or one (1) PDF electronic copy of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. Additionally, Agency must submit for approval two (2) copies of a professionally engineered demolition plan with applicable calculations to BNSF's Manager of Public Projects. The existing Broadway Street Overpass will not be removed until BNSF approves Agency's demolition plan in writing.
11. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

Rev. 11-1-06

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Engineering Representative (Mark Anderson at 913-551-4434), Call Before You Dig at 800-533-2891 and/or the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative (Ken Pickens at 773-579-5588) to stop construction at no cost to the Agency or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**
- (d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

12. Agency must incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III, Sections 8, 9, 10, 11, and 13; (ii) the provisions set forth in Article IV, Sections 3, 4, 10 and 11; and (iii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

13. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a

letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and

- (d) If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative (Ken Pickens at 773-579-5588) 4 weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (f) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein.

14. Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

15. TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

16. Agency must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

ARTICLE IV - JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.

2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the License, or (iii) the Easement, BNSF may immediately terminate the License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

City of Streator, City Engineer
204 South Bloomington Street
Streator, IL 61364

5. Agency must supervise and inspect the operations of all Agency contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Agency for appropriate corrective action.

6. BNSF will contribute \$209,159.00 to relocate and bury the existing signal cable OR \$283,245.00 to install an "Electricode" system (hereinafter referred to as "BNSF's Share") towards the total actual costs of the Project. BNSF's Share shall be limited to the costs associated with all signal circuitry work; the decision of which system to install being at BNSF's discretion.

Additionally, local, state and federal funds will be used in the construction of the Project.

7. Pursuant to this section and Article II, Section 6 herein, Agency must, out of funds made available to it for the construction of the Project, reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement, less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

8. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

9. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

10. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number and D.O.T. Crossing No. 004480C and must state the time that construction activities will begin.

11. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and Agency agree to the following terms upon completion of construction of the Project:

- (a) Agency will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b).
- (b) Agency must, at Agency's sole cost and expense, keep the Structure painted and free from graffiti.
- (c) Agency must apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement.
- (d) Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- (e) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

- (f) Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- (g) If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage:

Railroad Protective Liability insurance naming only the *Railroad* as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the *Railroad* prior to performing any work or services under this Agreement

As used in this paragraph, "*Railroad*" means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to Agency or its contractors. The limits of coverage are the same as above.

12. Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to BNSF tracks for maintenance purposes.

13. Agency must provide one set of as built plans (prepared in English Units) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

14. Subject to the restrictions imposed by Article IV, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for maintenance purposes. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

15. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be divided between BNSF and Agency in such shares as may be mutually agreed to by the parties hereto.

16. Agency may, at Agency's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the

surface of BNSF's right-of-way to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement.

17. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Illinois and the Federal Highway Administration, " for a period of three (3) years from the date of final BNSF invoice under this Agreement".

18. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

19. In the event construction of the Project does not commence within 18 months of the Effective Date, this Agreement will become null and void.

20. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

21. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

22. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

23. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:

BNSF's Manager of Public Projects
80-44th Avenue N.E.
Minneapolis, MN 55421

Agency:

City of Streator, City Engineer
204 South Bloomington Street
Streator, IL 61364

Form Approved by VP-Law

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____
Printed Name: _____
Title: _____

WITNESS:

AGENCY

CITY OF STREATOR

By: _____
Printed Name: _____
Title: _____

WITNESS:

Rev. 11-1-06

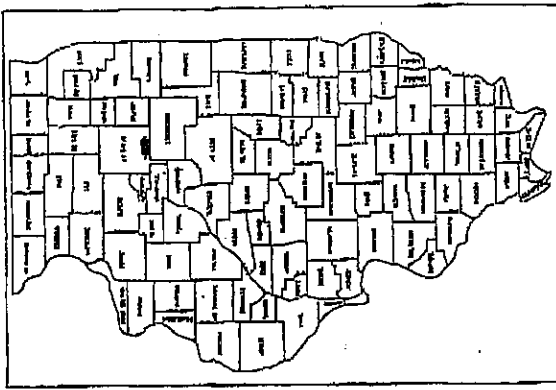
Form Approved by VP-Law

Exhibit A

Premises

Rev. 11-1-06

DATE	SECTION	COUNTY	SCALE	DATE
01-00590-00-BR		LaSalle	1" = 100'	
CONTRACT NO. 87293				



LEGEND OF SYMBOLS INDICATED THEREIN -
 DESIGN LEGENDATION - (SEE JOB INFORMATION SHEET FOR DETAILS)

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS

PROJECTED BY _____ DATE _____
 DRAWN BY _____ DATE _____
 CHECKED BY _____ DATE _____
 APPROVED BY _____ DATE _____

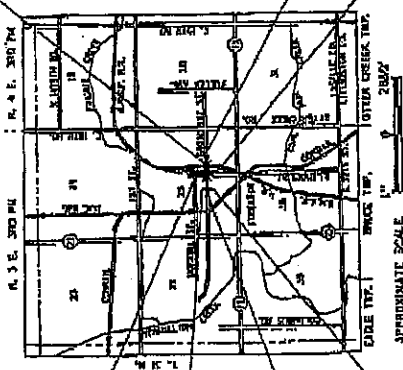
PRINTED BY THE AUTHOR
 OF THE STATE OF ILLINOIS

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS

PLANS FOR PROPOSED FEDERAL AID HIGHWAY MAJOR BRIDGE CONSTRUCTION

F.A.U. ROUTE 6145 (BROADWAY STREET)
 SECTION 01-00590-00-BR (LaSALLE COUNTY)
 SECTION 01-00076-00-BR (CITY OF STREATOR)
 PROJECT BRW-5066(12)
 LaSALLE COUNTY

RESERVED FOR FUTURE USE BY THE STATE OF ILLINOIS. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BRIDGE AND SHALL NOT INCLUDE ANY OTHER WORK OR SERVICES. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BRIDGE AND SHALL NOT INCLUDE ANY OTHER WORK OR SERVICES.



SECTION 01-00590-00-BR
 STATION 15+20.00

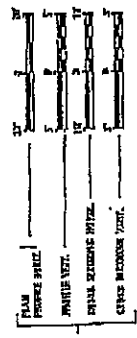
SECTION 01-00590-00-BR
 STATION 15+20.00

SECTION 01-00590-00-BR
 STATION 15+20.00

SECTION 01-00590-00-BR
 STATION 15+20.00

FOR INDEX OF SHEETS, SEE SHEET NO. 2

- ELECTRIC
 COMMERCIAL TEL. DIVISION
 200 NORTH ST. CLARK ST.
 STREATOR, ILL. 61353
- GAS
 MIDWEST GAS
 614 N. W. 1/4 SEC. 16, T. 20N, R. 10E, S. 10W
- TELEPHONE
 VERIZON WISCONSIN
 200 NORTH ST. CLARK ST.
 STREATOR, ILL. 61353
- WATER & SEWER
 ILLINOIS AMERICAN WATER CO.
 200 NORTH ST. CLARK ST.
 STREATOR, ILL. 61353
- CITY OF STREATOR
 200 NORTH ST. CLARK ST.
 STREATOR, ILL. 61353
- TECHNICAL OPERATIONS MANAGER
 200 NORTH ST. CLARK ST.
 STREATOR, ILL. 61353

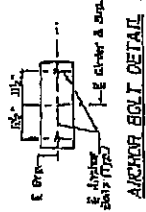


ALL DIMENSIONS HAVE BEEN RECHECKED USING STANDARD ENGINEERING PRACTICES. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BRIDGE AND SHALL NOT INCLUDE ANY OTHER WORK OR SERVICES. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BRIDGE AND SHALL NOT INCLUDE ANY OTHER WORK OR SERVICES.

JULIE
 SHEET TITLE LOCATION INFORMATION FOR BRIDGEWORK
 1-11-00-012

CONTRACT NO. 87293

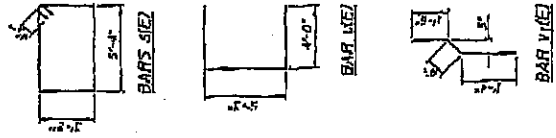
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2	1/2" x 4" x 12" BARS	10	LINEAL FEET
3	1/2" x 4" x 12" BARS	10	LINEAL FEET
4	1/2" x 4" x 12" BARS	10	LINEAL FEET
5	1/2" x 4" x 12" BARS	10	LINEAL FEET
6	1/2" x 4" x 12" BARS	10	LINEAL FEET
7	1/2" x 4" x 12" BARS	10	LINEAL FEET
8	1/2" x 4" x 12" BARS	10	LINEAL FEET
9	1/2" x 4" x 12" BARS	10	LINEAL FEET
10	1/2" x 4" x 12" BARS	10	LINEAL FEET



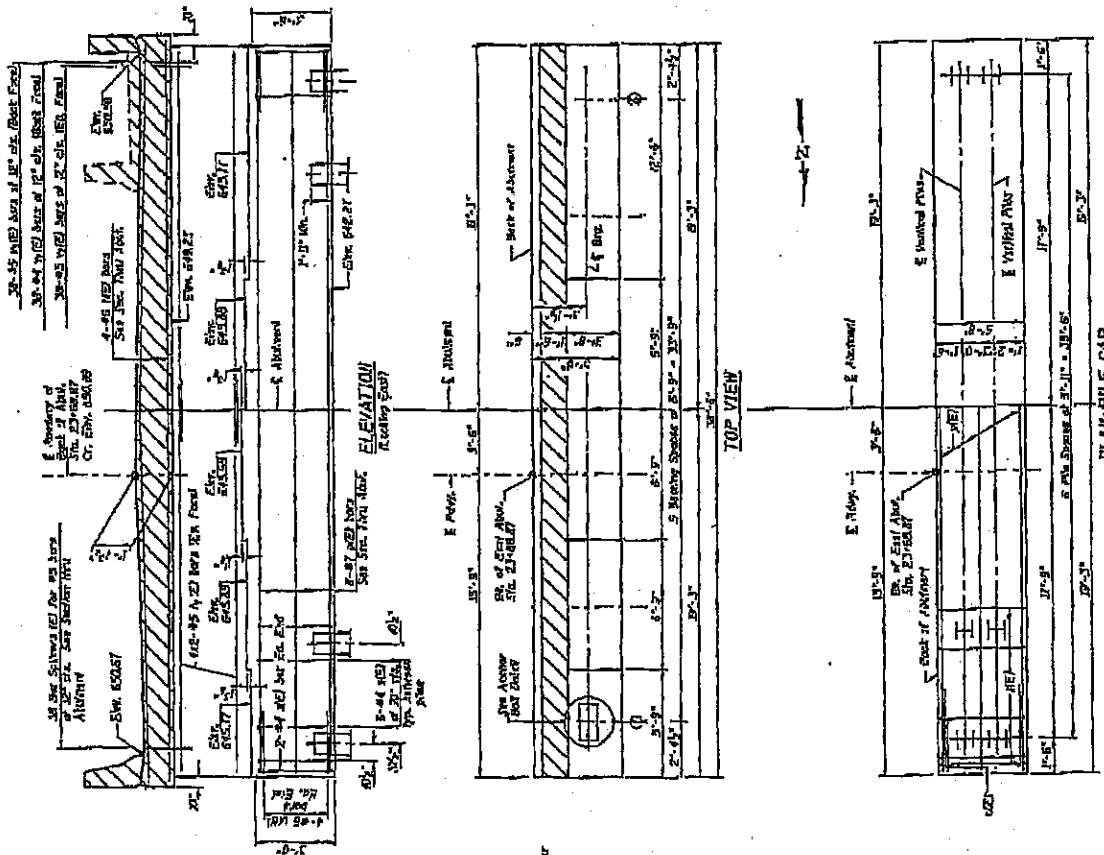
**EAST ABUTMENT
BILL OF MATERIAL**

NO.	DESCRIPTION	QTY.	UNIT
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2	1/2" x 4" x 12" BARS	10	LINEAL FEET
3	1/2" x 4" x 12" BARS	10	LINEAL FEET
4	1/2" x 4" x 12" BARS	10	LINEAL FEET
5	1/2" x 4" x 12" BARS	10	LINEAL FEET
6	1/2" x 4" x 12" BARS	10	LINEAL FEET
7	1/2" x 4" x 12" BARS	10	LINEAL FEET
8	1/2" x 4" x 12" BARS	10	LINEAL FEET
9	1/2" x 4" x 12" BARS	10	LINEAL FEET
10	1/2" x 4" x 12" BARS	10	LINEAL FEET

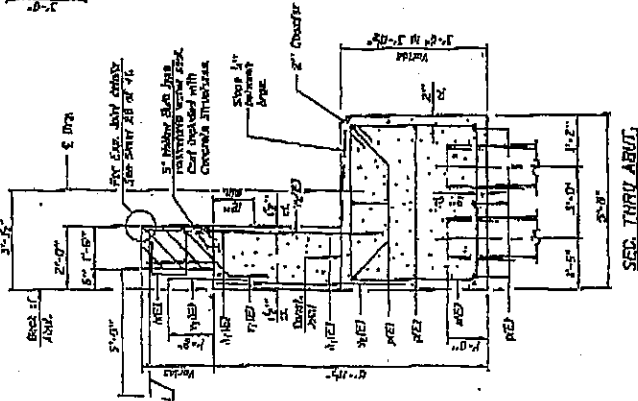
EAST ABUTMENT
 EAST ROUTE 6145 OVER
 RISE RAILROAD
 SECTION 01-00590-00-BR (C)
 SECTION 01-00076-00-BR (J)
 LASALLE COUNTY
 STATION 21+74.75
 STR. NO. 050-8023
 PROJECT NO. 050-8023
 DATE: 11-1-00



MIN. BAR LAP
 45" x 2"

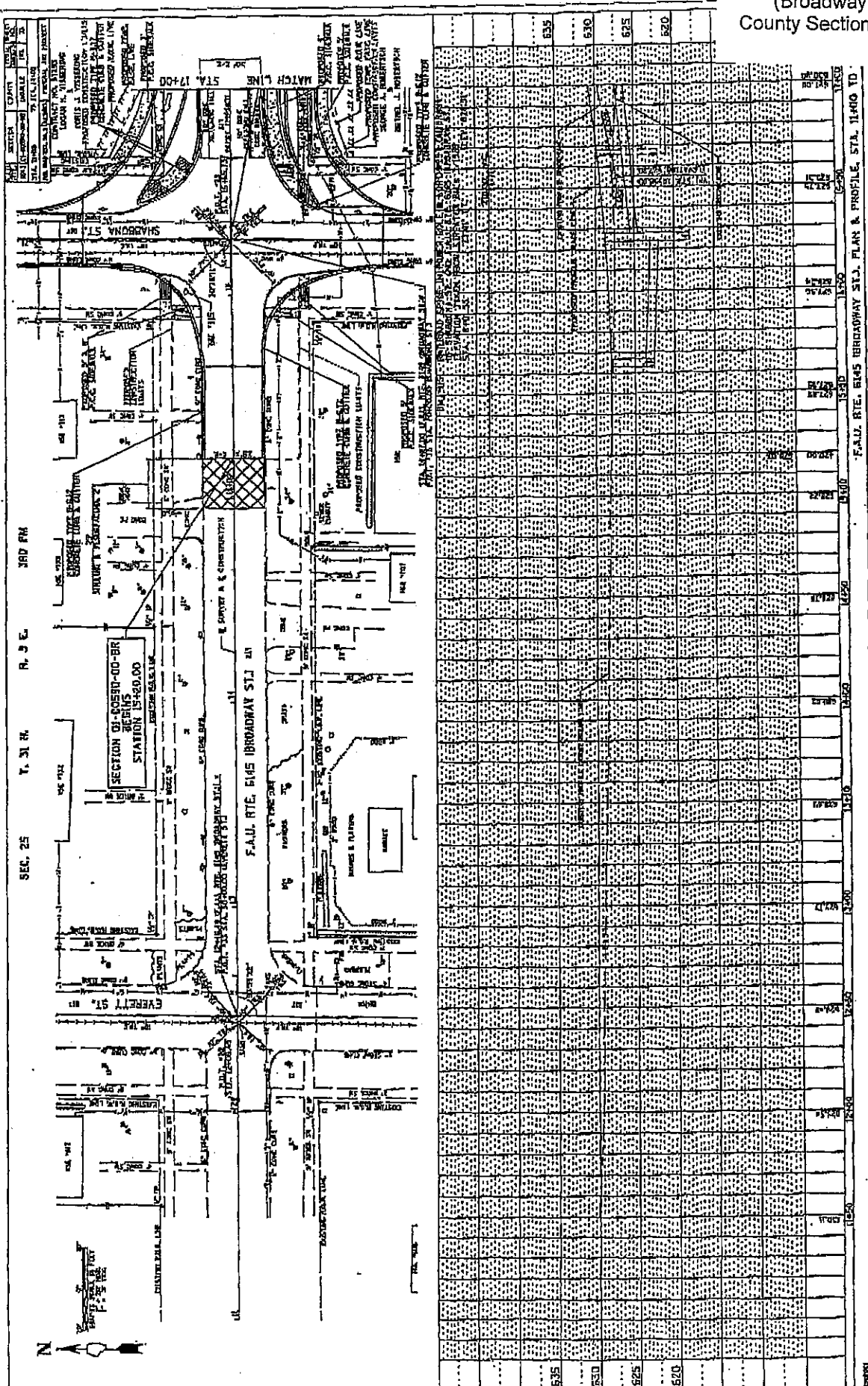


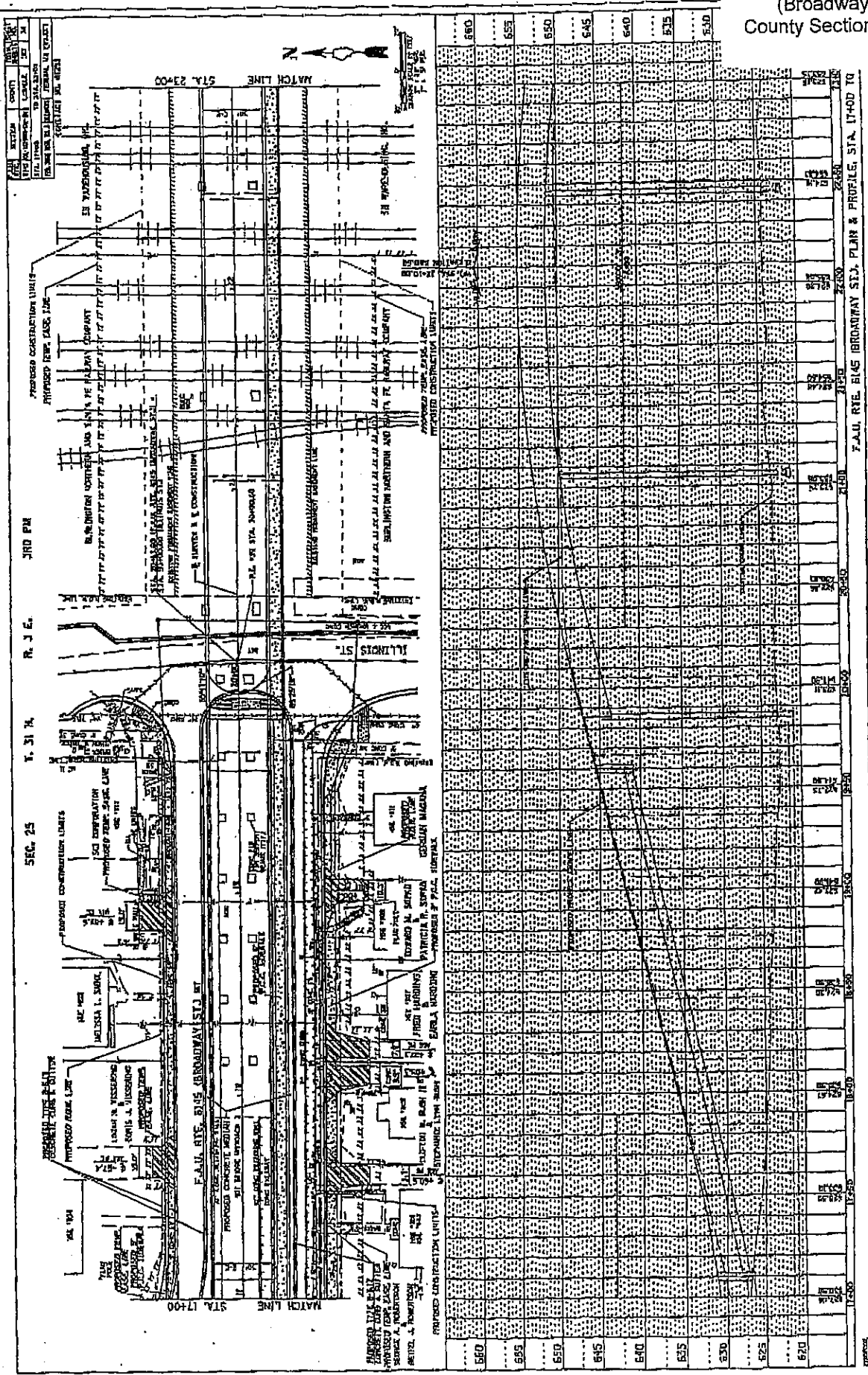
Note: Attached also to be prepared after re-estimation from new
 least amount. Quantity of concrete included with concrete
 from re-estimation is not to exceed concrete.
 Four steps continuously with cut.
 Reinforcement bars designed 25% that be epoxy coated.
 Bars included this 412 45 min. minimum of bars of bars
 with 2 diameter per bar.

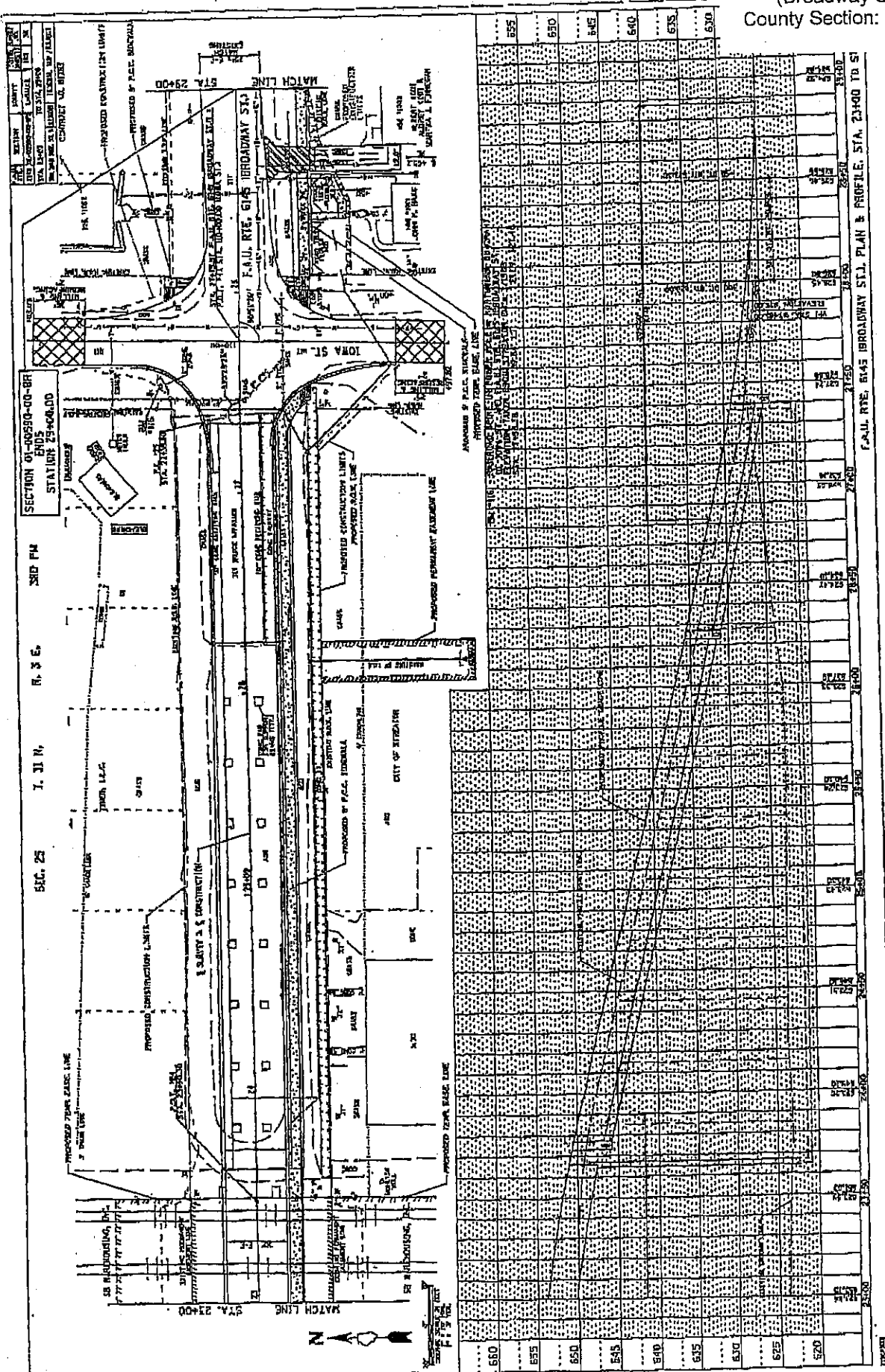


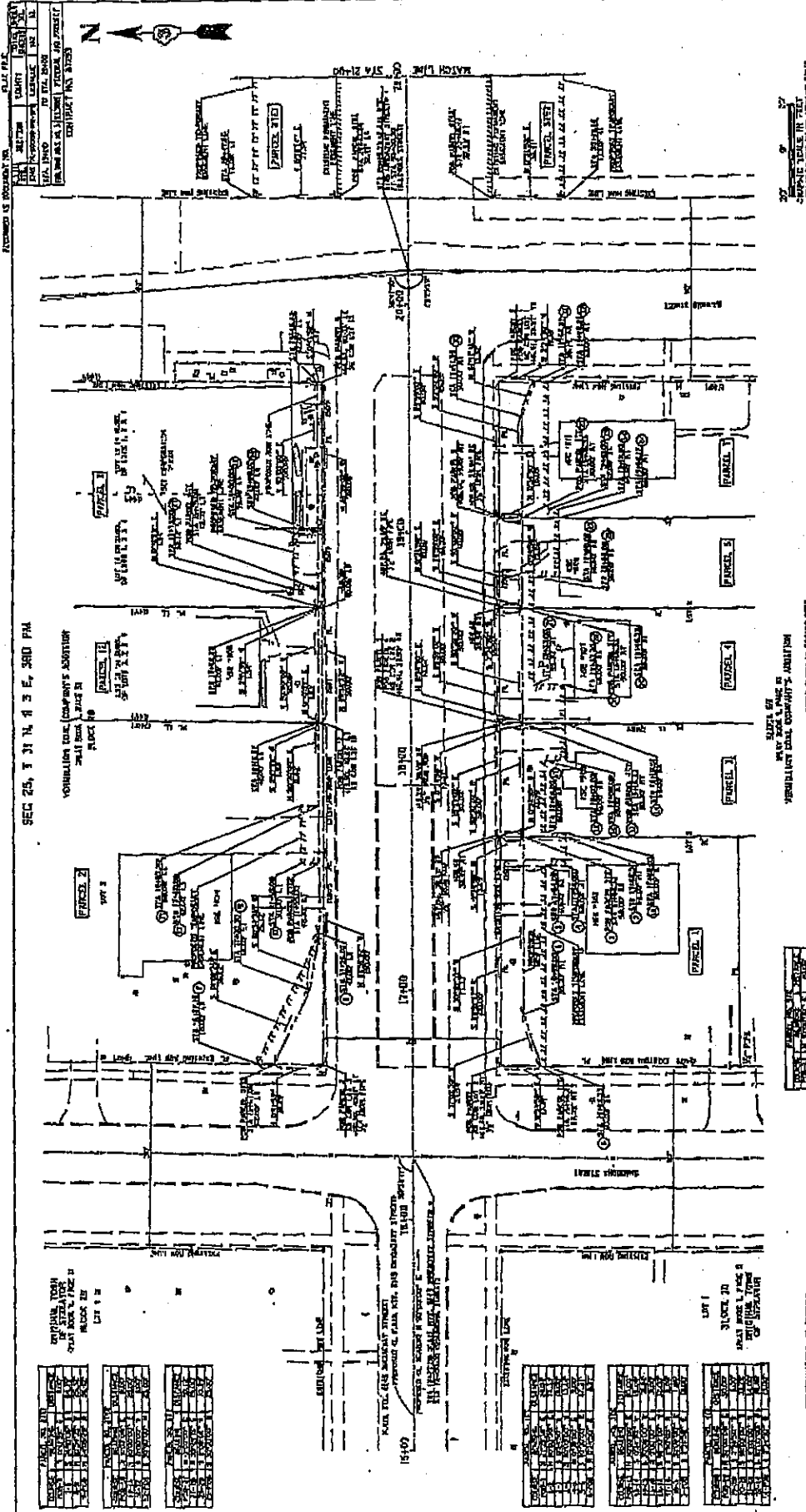
FILE DATA
 Drawn: [Name]
 Checked: [Name]
 Date: 11-1-00

NO.	DESCRIPTION	QTY.	UNIT
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2	1/2" x 4" x 12" BARS	10	LINEAL FEET
3	1/2" x 4" x 12" BARS	10	LINEAL FEET
4	1/2" x 4" x 12" BARS	10	LINEAL FEET
5	1/2" x 4" x 12" BARS	10	LINEAL FEET
6	1/2" x 4" x 12" BARS	10	LINEAL FEET
7	1/2" x 4" x 12" BARS	10	LINEAL FEET
8	1/2" x 4" x 12" BARS	10	LINEAL FEET
9	1/2" x 4" x 12" BARS	10	LINEAL FEET
10	1/2" x 4" x 12" BARS	10	LINEAL FEET









SEC 25, T 31 N, R 13 E, S40 PM

APPROVED AS DOCUMENT NO. _____

DATE	BY
1/15/20	J. M. [Signature]

TO THE BOARD OF SUPERVISORS
 COUNTY OF LASALLE, ILLINOIS
 FOR THE PURPOSE OF RECORDING THIS INSTRUMENT

ILLINOIS DEPT. OF TRANS. & STATE
 RIGHT OF WAY PLAT
 SECTION 25-00590-00-BR
 COUNTY LASALLE
 SHEET 5
 TO STA. 15+00
 FROM STA. 14+00
 SCALE: 1"=20'

NO.	DESCRIPTION	AREA OF EASEMENT (SQ. FT.)	DATE OF EASEMENT	REMARKS
1	GRASSY AREA	1000	1/15/20	FOR EASEMENT
2	WOODS	2000	1/15/20	FOR EASEMENT
3	ROAD	5000	1/15/20	FOR EASEMENT
4	FIELD	3000	1/15/20	FOR EASEMENT
5	MEADOW	1500	1/15/20	FOR EASEMENT

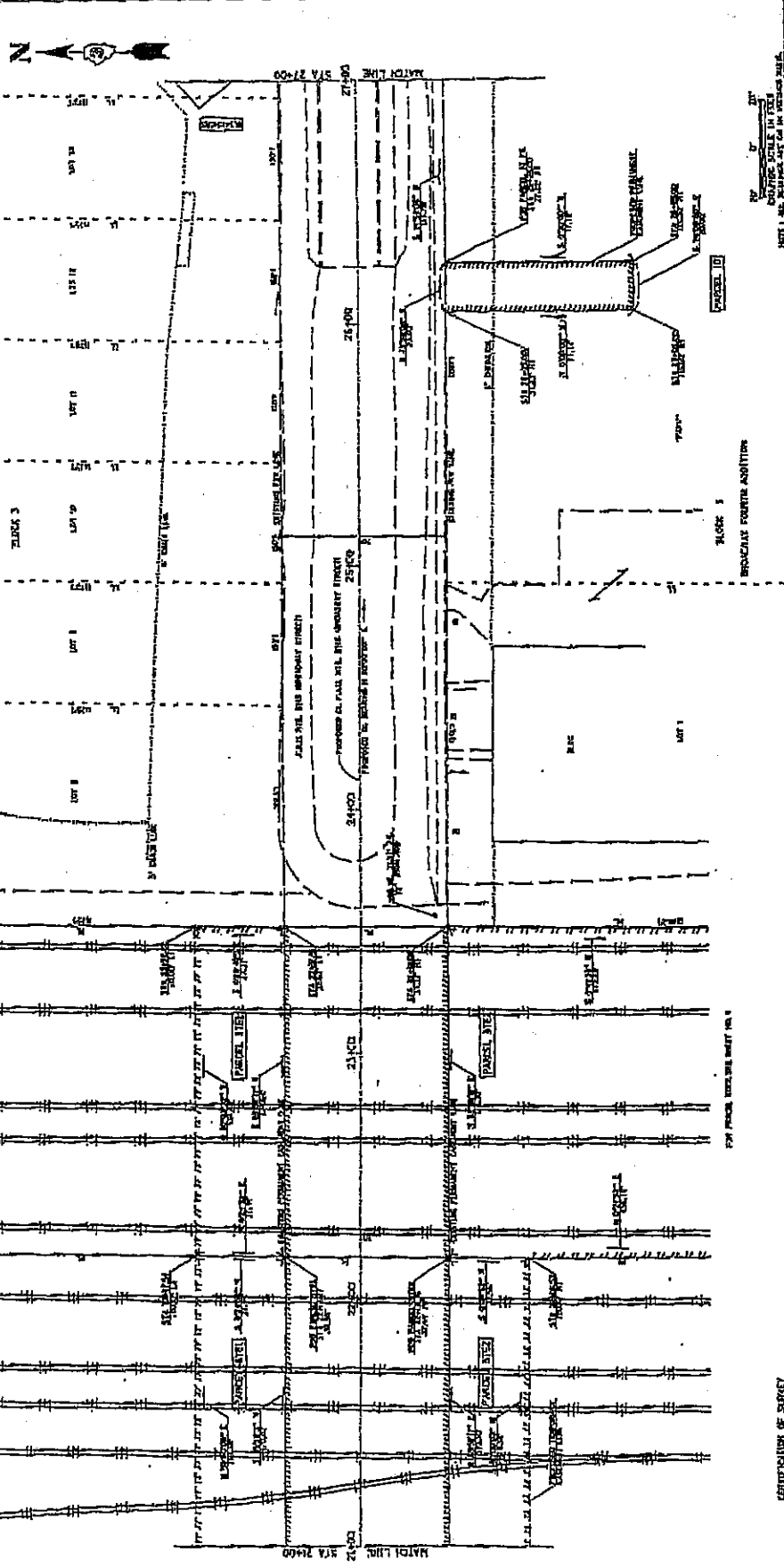
NO.	DESCRIPTION	AREA OF EASEMENT (SQ. FT.)	DATE OF EASEMENT	REMARKS
1	GRASSY AREA	1000	1/15/20	FOR EASEMENT
2	WOODS	2000	1/15/20	FOR EASEMENT
3	ROAD	5000	1/15/20	FOR EASEMENT
4	FIELD	3000	1/15/20	FOR EASEMENT
5	MEADOW	1500	1/15/20	FOR EASEMENT

STATE OF ILLINOIS
 COUNTY OF LASALLE
 I, JAMES G. [Signature], COUNTY CLERK, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED IN MY OFFICE ON THE DATE AND AT THE PLACE ABOVE SHOWN. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AT STREATOR, ILLINOIS, THIS 15TH DAY OF JANUARY, 2020.

RECORDED AS COMPLETE IN

FILE NO.	DATE	BY	REASON

TO BE FILED IN THE
 RECORDS OF THE
 COUNTY CLERK
 AT ST. LOUIS, MO.
 CONTRACT NO. 1118



FOR THE
 SURVEYOR WHILE IN THE
 SERVICE OF THE
 ILLINOIS DEPT. OF TRANSPORTATION
 RIGHT OF WAY PL.
 ROUTE 6145, RTE. 6145, BROADWAY
 COUNTY OF LASALLE
 COUNTY OF LASALLE

SECTION	T. 31 N., R. 3 E.	S. 20 P.M.

SCALE: 1"=200'

REVISION

NO.	DESCRIPTION

SEC. 25, T. 31 N., R. 3 E., S. 20 P.M.

FOR FURTHER INFORMATION SEE SHEET NO. 2

SECTION LINE OF SURVEY

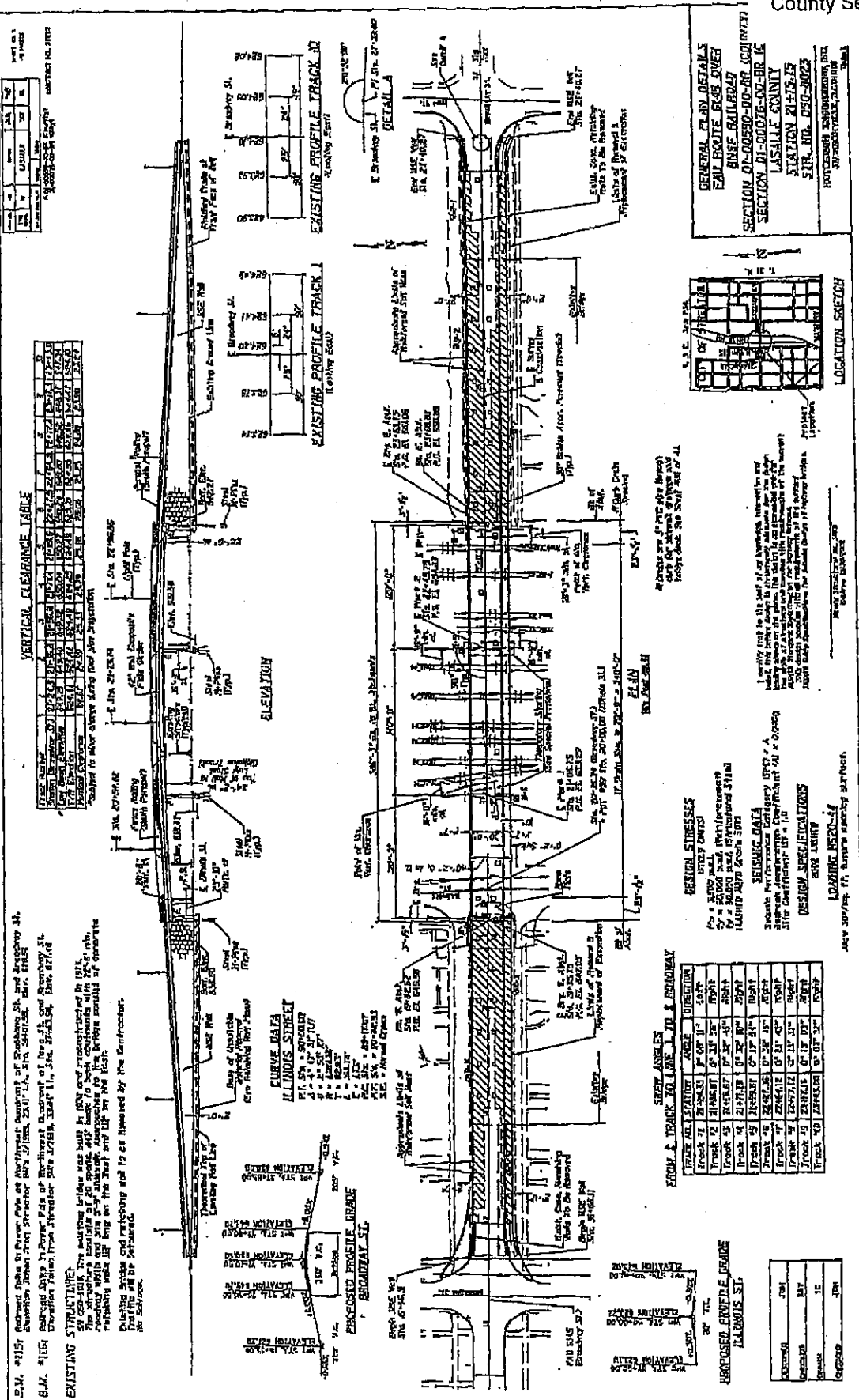
STATE OF ILLINOIS
 COUNTY OF LASALLE
 I, _____, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY PLAT AS FILED IN THE RECORDS OF THE COUNTY CLERK AT ST. LOUIS, MO., THIS _____ DAY OF _____, 19____.



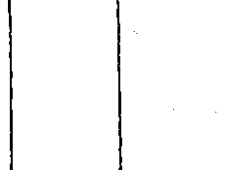
DATE: _____
 ILLINOIS PROFESSIONAL LAND SURVEYOR LICENSE NO. _____

 SURVEYOR

F.A.U. RTE. 6145 BROADWAY ST. A. RIGHT OF WAY PLAT, STA. 21400 TO



GENERAL PLAN DETAILS
 FAULT PROTECT BESS COVER
 BRIDGE RAILROAD
 SECTION 01-00590-00-BR BR 1C
 SECTION 01-00590-00-BR 1C
 LASSALLE COUNTY
 STATION 2147+15
 S.F.H. NO. 050-0023
 PROJECT ENGINEER: ROBERTSON, DILL
 1125 SOUTH MAIN, STREATOR, ILL. 61354
 DATE: 11-1-06



DESIGN STRESSES
 1.5 TIMES FULL SERVICE LOAD
 1.75 TIMES FULL SERVICE LOAD
 2.0 TIMES FULL SERVICE LOAD

DESIGN SPECIFICATIONS
 AASHTO H-15
 LRFD
 100 KILOPS

LOADING SPECIFICATION
 HS 20-44
 100 KILOPS

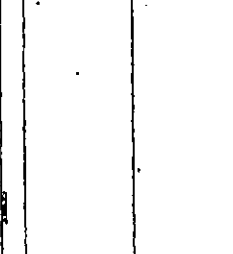
REMARKS
 1. See Note 1 on sheet 01-00590-00-BR 1C for details of bridge structure.
 2. See Note 2 on sheet 01-00590-00-BR 1C for details of bridge structure.
 3. See Note 3 on sheet 01-00590-00-BR 1C for details of bridge structure.

STREET ANGLES

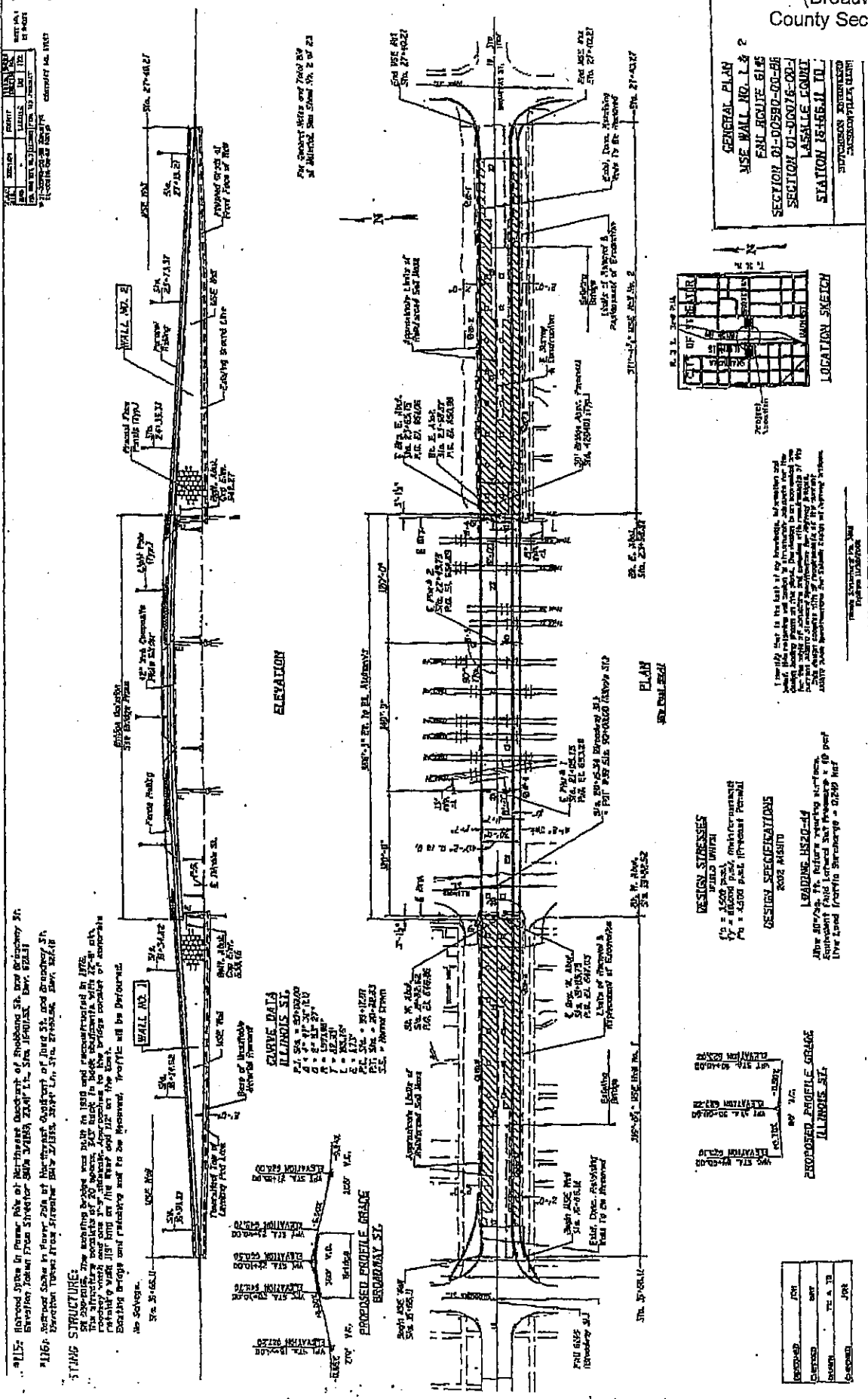
STREET	ANGLE	DIRECTION
BRADWAY ST.	90.00	LEFT
BRADWAY ST.	90.00	RIGHT
BRADWAY ST.	90.00	LEFT
BRADWAY ST.	90.00	RIGHT
BRADWAY ST.	90.00	LEFT
BRADWAY ST.	90.00	RIGHT
BRADWAY ST.	90.00	LEFT
BRADWAY ST.	90.00	RIGHT
BRADWAY ST.	90.00	LEFT
BRADWAY ST.	90.00	RIGHT
BRADWAY ST.	90.00	LEFT
BRADWAY ST.	90.00	RIGHT
BRADWAY ST.	90.00	LEFT
BRADWAY ST.	90.00	RIGHT

PROPOSED BRIDGE BRIDGE

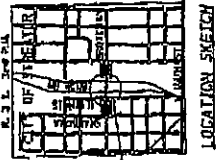
SPAN NO.	SPAN LENGTH	SPAN TYPE
1	10.00	Beam
2	10.00	Beam
3	10.00	Beam
4	10.00	Beam
5	10.00	Beam
6	10.00	Beam
7	10.00	Beam
8	10.00	Beam
9	10.00	Beam
10	10.00	Beam



REMARKS
 1. See Note 1 on sheet 01-00590-00-BR 1C for details of bridge structure.
 2. See Note 2 on sheet 01-00590-00-BR 1C for details of bridge structure.
 3. See Note 3 on sheet 01-00590-00-BR 1C for details of bridge structure.
 4. See Note 4 on sheet 01-00590-00-BR 1C for details of bridge structure.
 5. See Note 5 on sheet 01-00590-00-BR 1C for details of bridge structure.
 6. See Note 6 on sheet 01-00590-00-BR 1C for details of bridge structure.
 7. See Note 7 on sheet 01-00590-00-BR 1C for details of bridge structure.
 8. See Note 8 on sheet 01-00590-00-BR 1C for details of bridge structure.
 9. See Note 9 on sheet 01-00590-00-BR 1C for details of bridge structure.
 10. See Note 10 on sheet 01-00590-00-BR 1C for details of bridge structure.



GENERAL PLAN
 USE WALL NO. 1 & 2
 EAST ROUTE 6145
 SECTION 01-00590-00-BR
 SECTION 01-00876-00-B
 LASSALLE COUNTY
 STATION 13+55.41 TO 13+55.41 TO



1. (a) This is the last of the bridge. Information and detail for bridge will be shown in structural drawings for the bridge. (b) This drawing shows the bridge structure with the main spans of the bridge. (c) This drawing shows the bridge structure with the main spans of the bridge. (d) This drawing shows the bridge structure with the main spans of the bridge.

DESIGN STRESSES
 FIELD MOMENT
 (1) = 1500 lbs./sq. ft. (maximum)
 (2) = 1500 lbs./sq. ft. (maximum)
 (3) = 1500 lbs./sq. ft. (maximum)

DESIGN SPECIFICATIONS
 ROAD WIDTH
 LEADING HS20-44
 Allow 100% of 1% return spring stiffness
 Live Load (Metric) = 100 kN/m
 Live Load (Metric) = 100 kN/m

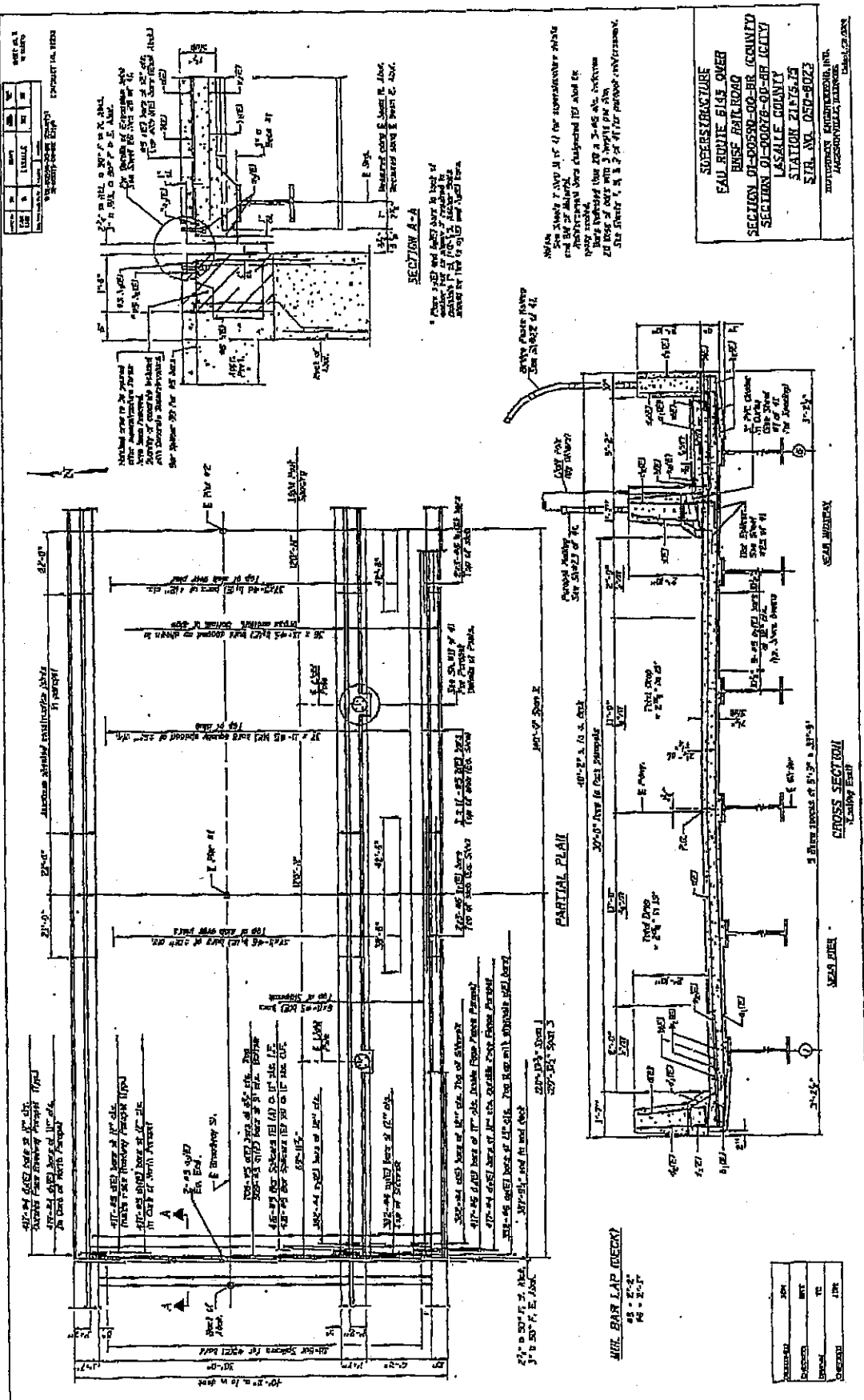
PROPOSED PROFILE GRADE
 ILLINOIS ST.

DESIGNED	JFK
CHECKED	JFK
APPROVED	JFK
DATE	7-1-75

NOTE: Proposed bridge was built in 1910 and reconstructed in 1925. It is a concrete bridge with a steel deck. The bridge is in poor condition and needs to be replaced. The proposed bridge will be a concrete bridge with a steel deck. The bridge will be built on the same location as the existing bridge. The bridge will be built on the same location as the existing bridge.

BRIDGE STRUCTURE

CURVE DATA
 ILLINOIS ST.
 R = 2700 FT.
 ELEVATION
 100' V.L.
 100' V.L.



DATE	NO.	REVISION

SUPERSTRUCTURE
ROAD BRIDGE
SECTION 01-00590-00-BR, COUNTY
LA SALLE COUNTY
STATION 215+20
 PROJECT NO. 01-00590-00-BR
 DRAWING NO. 01-00590-00-BR

NOTE: See sheets 7 and 8 of 11 for superstructure details and for material specifications. All dimensions are in feet and inches unless otherwise noted. All steel is A36 unless otherwise specified. All concrete is 4000 psi unless otherwise specified. All reinforcement is #4 unless otherwise specified.

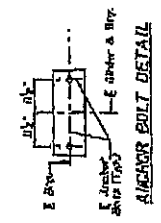
SECTION A-A

PARTIAL PLAN

CROSS SECTION
 Looking East

DATE	NO.	REVISION

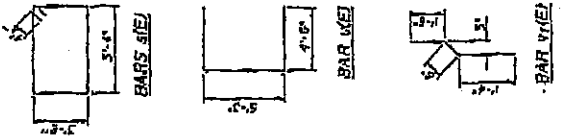
NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
1	2	3	4	5	6	7	8	9	10



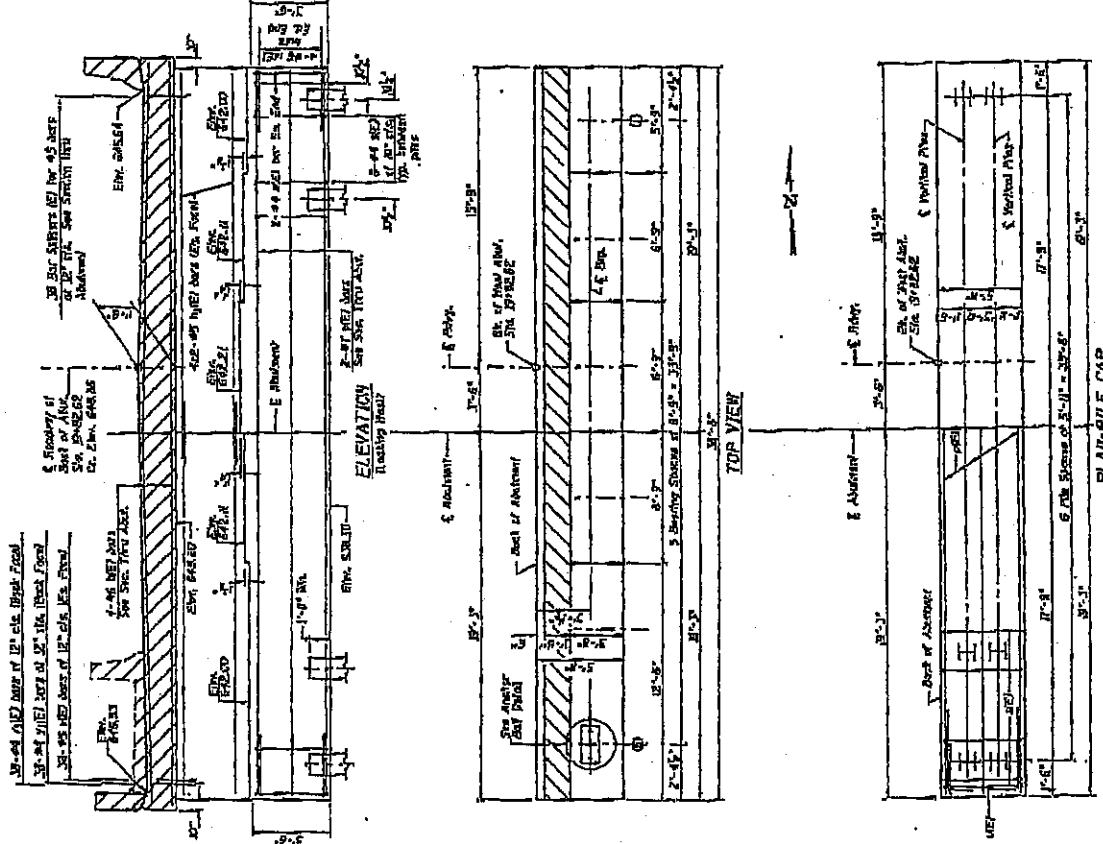
WEST ABUTMENT
 BILL OF MATERIAL

ITEM	QTY	DESCRIPTION
1	1	CONCRETE
2	2	STEEL
3	3	WOOD
4	4	BRICK
5	5	GLASS
6	6	PAINT
7	7	ROOFING
8	8	INSULATION
9	9	WATERPROOFING
10	10	FINISHING

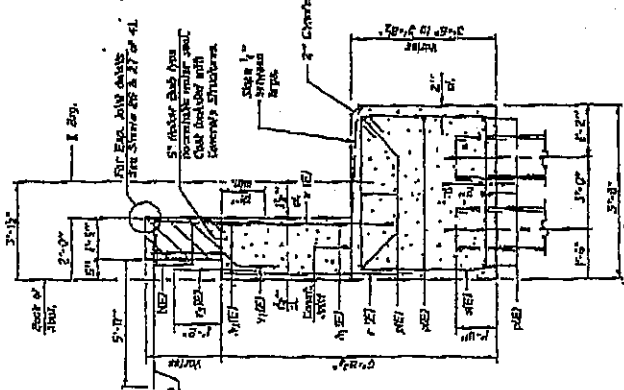
WEST ABUTMENT
 EAU ROUTE 6145 OVER
 BNSF RAILROAD
 SECTION 01-00590-00-BR
 SECTION 01-00076-00-
 LASALLE COUNTY
 STATION 21+15.1
 SIB. NO. 030-B
 AUGUST 1938
 LANSFORD & BROS.



MIN. BAR LAP
 40" ± 1" ± 2"



Reinforced concrete to be placed after excavation forms have been removed. Quantity of concrete to be placed shall be checked by weight. Steel reinforcement to be tied to each other. Bars shall be spaced uniformly with 4" max. spacing. Bars shall be spaced uniformly with 4" max. spacing. Bars shall be spaced uniformly with 4" max. spacing.



FILE DATA
 DATE
 DRAWN BY
 CHECKED BY
 IN CHARGE

NO.	DATE	BY
1		
2		
3		
4		

Form Approved by VP-Law

Exhibit A-1

Cross-hatched drawing of the Temporary Construction License and Structure

**TEMPORARY CONSTRUCTION
EASEMENT**

F.A.U. Route 6145
(Broadway Street in Streator)
County Section: 01-00590-00-BR
LaSalle County

Grantor(s), Burlington Northern and Santa Fe Railway Company, for and in consideration of the sum of One Dollar (\$1.00), in hand, receipt of which is hereby acknowledged, do hereby grant to the City of Streator, LaSalle and Livingston Counties, Illinois, a municipal corporation, the right, easement and privilege for the purpose of grading, removing existing bridge, and construction of a new bridge, to enter upon the real estate described below, and also as indicated on the Easement Plat Drawing, a copy of which is attached hereto:

Easement No. 1

Part of the East Half of Section 25, Township 31 North, Range 3 East of the Third Principal Meridian, being a part of the original Burlington Northern and Santa Fe Railway Company's right-of-way through the City of Streator, LaSalle County, Illinois, more particularly described as follows:

Beginning at a point on the west line of the Burlington Northern and Santa Fe Railway Company's right-of-way line being 32.47 feet normal distance northerly from the centerline Station 20+47.24 of FAU Route 6145 (Broadway Street); thence on an assumed bearing of North 00 degrees 38 minutes 14 seconds East 37.54 feet along the west line of the said railroad right-of-way line; thence North 90 degrees 00 minutes 00 seconds East 169.88 feet to the west line of a parcel conveyed by deed as recorded in Document Number 2001-08416 in the Recorder's Office of LaSalle County; thence South 00 degrees 24 minutes 52 seconds West 37.44 feet along the west line of said parcel to the north line of the existing permanent easement made from the Atchison, Topeka, and Santa Fe Railway Company to the City of Streator dated September 20, 1977; thence South 89 degrees 58 minutes 11 seconds West 170.03 feet along the north line of said existing permanent easement line to the Point of Beginning, containing 6,371 square feet, more or less.

And

Easement No. 2

Part of the East Half of Section 25, Township 31 North, Range 3 East of the Third Principal Meridian, being a part of the original Burlington Northern and Santa Fe Railway Company's right-of-way through the City of Streator, LaSalle County, Illinois, more particularly described as follows:

Beginning at a point on the west line of the Burlington Northern and Santa Fe Railway Company's right-of-way line being 37.53 feet normal distance southerly from the centerline Station 20+46.47 of FAU Route 6145 (Broadway Street); thence on an assumed bearing of North 89 degrees 58 minutes 11 seconds east 170.30 feet along the south line of the existing permanent easement made from the Atchison, Topeka and Santa Fe Railway Company to the

City of Streator dated September 20, 1977; thence South 00 degrees 24 minutes 52 seconds West 32.56 feet along the west line of a parcel conveyed by deed as recorded in Document Number 2001-08416 in the Recorder's Office of LaSalle County; thence South 90 degrees 00 minutes 00 seconds West 170.39 feet to the west line of the Burlington Northern and Santa Fe Railway Company's right-of-way line; thence North 00 degrees 34 minutes 50 seconds East 32.47 feet along the west line of the said railroad right-of-way line to the Point of Beginning, containing 5,538 square feet, more or less.

The right, easement, and privilege granted herein shall terminate upon completion of the construction project.

IN WITNESS WHEREOF, the Grantors have executed this Temporary Construction Easement this _____ day of _____, 2006.

Grantors:

Burlington, Northern & Santa Fe Railway Co.

By: _____
(Name)

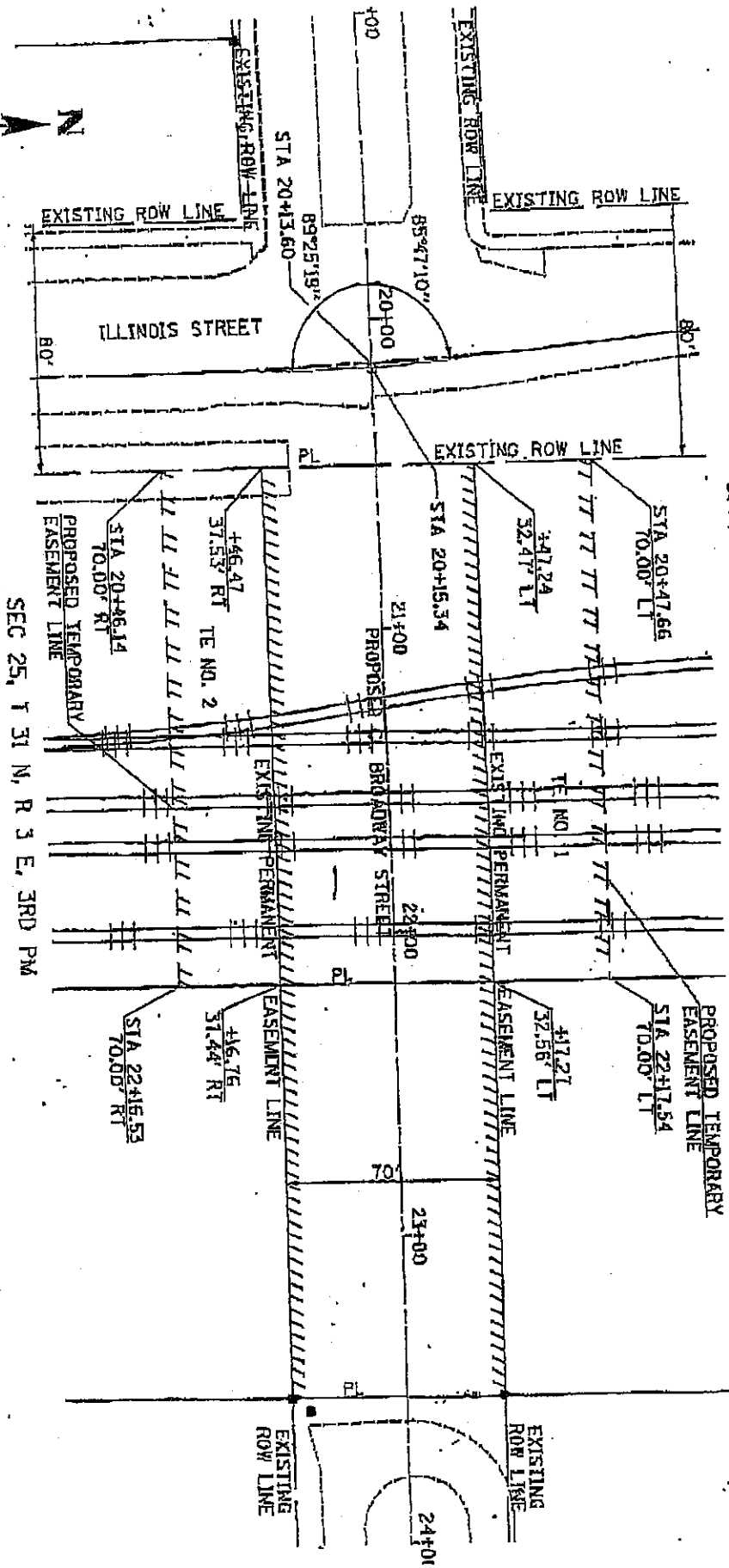
Its: _____
(Title)

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County in the State of Illinois, DO HEREBY CERTIFY THAT _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered said instrument, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2006.

Notary Public



CITY OF STREATOR, LOSALLE COUNTY, ILLINOIS

PARCEL NO. 8

BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

TEMPORARY EASEMENT NO. 1 = 5,371 SF
 TEMPORARY EASEMENT NO. 2 = 5,538 SF

SEC 25, T 31 N, R 3 E, 3RD PM

PREMISE PLAT

BROADWAY STREET
 SECTION 01-00590-00-BR

Exhibit B

WHEN RECORDED MAIL TO:

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **BNSF RAILWAY COMPANY**, (formerly known as The Burlington Northern and Santa Fe Railway Company and formerly known as Burlington Northern Railroad Company) a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Grantor, for _____ and No/100 Dollars (\$.00) to it paid by _____, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an **EASEMENT** for the purpose of constructing, maintaining and operating an overhead Structure and for no other purpose, located at Railroad Mile Post 89.41, hereinafter called Structure, over, upon and across the premises, situated in County of LaSalle, State of Illinois, being more particularly described on Exhibit A, attached hereto and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information, pipelines, utility lines, track and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said Structure, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said Structure.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.
2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Structure shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from

such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Structure purposes.
4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Structure on said premises.
5. If during the construction or subsequent maintenance of said Structure, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of exposure and/or removal of said contaminated soils or materials. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.
6. Grantor and Grantee have entered into that certain Overpass Agreement dated as of June 1, 2005 concerning the Premises (the "Overpass Agreement"). The terms of the Overpass Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the Overpass Agreement is, for whatever reason, no longer in effect.
7. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.
8. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at (800) 533-2891 (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.
9. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event; all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purposes whatsoever, shall immediately cease and the said

Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

10. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

11. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said **BNSF RAILWAY COMPANY** has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the _____ day of _____, 2006.

BNSF RAILWAY COMPANY

By: _____
David P. Schneider
General Director-
Land Revenue Management

ATTEST:

By: _____
Patricia Zbichorski
Assistant Secretary

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

I, _____, a Notary Public in and for said County and State, do hereby certify that D. P. Schneider, General Director-Land Revenue Management, of BNSF Railway Company, and Patricia Zbichorski, Assistant Secretary of said BNSF Railway Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and to me personally known to be respectively the General Director-Land Revenue Management and Assistant Secretary of said corporation, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, being thereunto duly authorized for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2006.

Notary Public
My commission expires: _____

LAW DEPARTMENT APPROVED

**EXHIBIT C
CONTRACTOR REQUIREMENTS**

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the demolition of the existing Broadway Overpass (DOT# 004480C) and the construction of the new Broadway Overpass (DOT# 004480C).
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1".
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations.
- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify the County of LaSalle, Illinois at 815-434-0743 and Railway's Manager Public Projects, telephone number (763)782-3468 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway, must refer to Railroad's file Broadway St. Overpass in Streator, IL - DOT# 004480C.
- **1.01.07** For any falsework above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 ½ horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Superintendent Rollie Roskilly at (309)345-6520 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - * 15' Horizontally from centerline of nearest track
 - * 21'-6" Vertically above top of rail
 - * 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - * 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - * 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - * 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - * 25' Horizontally from centerline of nearest track
 - * 23'-3 1/2" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the County of LaSalle, Illinois and must not be undertaken until approved in writing by the Railway, and until the County of LaSalle, Illinois has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by County of LaSalle, Illinois for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railway's tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Protection of Railway Facilities and Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 773-579-5588) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- 1.05.02d When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- 1.05.02e Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- 1.05.03 Flagging services will be performed by qualified Railway flaggers.
- 1.05.03a Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- 1.05.03b Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- 1.05.03c The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the County of LaSalle, Illinois. The estimated cost for one (1) flagger is \$600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- 1.05.03d The average train traffic on this route is 68 freight trains per 24-hour period at a timetable speed 55 MPH and 0 passenger trains at a timetable speed of n/a MPH.

1.06 Contractor General Safety Requirements

- 1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- 1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- 1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- 1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- 1.06.05 Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE - Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See Internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (Mark Anderson at 913-551-4434) and contact "Call Before You Dig" number at 800-533-2891.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
(if non-Railway location)
5. Social Security # _____
6. Name (last, first, mi) _____
7. Address: Street: _____ City: _____ St. _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
9. (a) Injury: _____ (b) Body Part: _____
(i.e. (a) Laceration (b) Hand)
11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
- ? First Aid Only
 - ? Required Medical Treatment
 - ? Other Medical Treatment

13. Dr. Name _____ 30. Date: _____
14. Dr. Address:
Street: _____ City: _____ St. _____ Zip: _____
15. Hospital Name: _____
16. Hospital Address:
Street: _____ City: _____ St. _____ Zip: _____
17. Diagnosis: _____

**FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX**

LAW DEPARTMENT APPROVED

EXHIBIT C-1

**Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: _____
Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200__, with LaSalle County, Illinois for the performance of certain work in connection with the following project: Remove existing Broadway Street Overpass (DOT# 004480C) and replace with new Broadway Street Overpass Structure. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for LaSalle County, Illinois (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner

connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to *Railroad* payments related to the Federal Employers Liability Act or a *Railroad* Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

D. Railroad Protective Liability insurance naming only the *Railroad* as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the *Railroad* prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against *Railroad* for all claims and suits against *Railroad*. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against *Railroad* for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against *Railroad* for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by *Railroad*. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and *Railroad* must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming *Railroad* as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of *Railroad*. If granted by *Railroad*, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all *Railroad* liabilities that would otherwise, in accordance with the provisions of this *Agreement*, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to *Railroad* an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify *Railroad* in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from *Railroad*, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RISK MANAGEMENT
2500 Lou Menk Drive AOB-1
Fort Worth, TX 76131-2828
Attention: Jamie Johnson

Fax: 817-352-7207

Any insurance policy must be written by a reputable insurance company acceptable to *Railroad* or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this *Agreement* has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this *Agreement*. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, *Railroad* may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming *Railroad* as an additional insured, and requiring that the subcontractor release, defend and indemnify *Railroad* to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify *Railroad* herein.

Failure to provide evidence as required by this section will entitle, but not require, *Railroad* to terminate this *Agreement* immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this *Agreement*. Damages recoverable by *Railroad* will not be limited by the amount of the required insurance coverage.

For purposes of this section, *Railroad* means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with the provisions, obligations, requirements and limitations contained in the Contract and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as \$50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative (Ken Pickens at 773-579-5588) 4 weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: Craig Rasmussen
Manager Public Projects

Contact Person: _____
Address _____

Accepted and effective this _____ day of 20__.

City: _____ State: _____ Zip: _____
Fax: _____
Phone: _____
E-mail: _____

Form Approved by VP-Law

Exhibit D

**Cost Estimates for Flagging and Construction Inspection
at Broadway Street Road Overpass (DOT# 004480C)**

Estimated Cost of Flagging (100% Reimbursable to BNSF): \$94,927

Total Estimated Costs for Flagging: \$94,927

BNSF will contribute \$209,158.00 to relocate and bury the existing signal cable OR \$283,245.00 to install an "Electricode" system towards the total actual costs of the Project. BNSF's Share shall be limited to the costs associated with all signal circuitry work; the decision of which system to install being at BNSF's discretion.

Form Approved by VP-Law

Exhibit E



Craig Rasmussen
Manager Public Projects

BNSF Railway Company
80-44th Avenue N.E.
Minneapolis, MN 55421
Telephone: 763-782-3488
Fax: 763-782-3061

Date: _____

Larry Kinzer
LaSalle County Engineer
1400 N. 27th Road
P.O. Box 128
Ottawa, Illinois 61350

Re: Final Approval of Plans and Specifications dated _____, 20____, drafted by
_____ (hereinafter called, the "Plans and Specifications")

Dear Mr. Kinzer:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of the Broadway Street Overpass (DOT# 004480C). This final written approval is given to the County of LaSalle ("Agency") pursuant to Article III, Section 1 of that certain Overpass Agreement between BNSF and Agency, dated _____, 200____. If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Agency must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

Craig Rasmussen
Manager Public Projects

Form Approved by VP-Law

Exhibit F

BNSF Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. The Agency shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 15 feet measured horizontally from the centerline of the nearest track and 21 feet-6 inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, the Agency will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane. If the permanent member is within 25 feet of the nearest track (or future track), collision walls shall be incorporated into the permanent Structure design according to American Railway Engineering and Maintenance Association Manual of Recommended Practice - Chapter 8 - Article 2.1.5.

For the permanent Structure, the Agency will submit plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. A profile of the existing top of rail elevation shall be plotted on the bridge plans. The profile shall extend for 500 feet in each direction of the proposed overpass and a separate profile shall be plotted for each track. If the existing top of rail profile(s) is not uniform such that a sag exists in the vicinity of the proposed Structure, the permanent Structure vertical clearance shall be increased sufficiently to accommodate a raise in the track profile to remove the sag. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

Prior to issuing any invitation to bid on construction of the Structure, the Agency should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF's right-of-way or property, the Agency should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. The Agency shall reimburse BNSF for all costs of supplemental inspection services.

Form Approved by VP-Law

Within 90 days of the conclusion of the Project and final acceptance by BNSF, the Agency will provide BNSF with a complete electronic set of the bridge plans labeled "As Built". Those plans will reflect any and all deviations from the original plans that occurred during construction. The "As Built" plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. Actual measured "as constructed" clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

The Agency will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF's right-of-way and incorporated into the Project shall be designed and maintained by the Agency. Trespasser control shall be the responsibility of the Agency. Graffiti removal will be the responsibility of the Agency.

BRIDGE INSPECTION:

The Agency will conduct biannual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, the Agency will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary the Agency will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

BRIDGE ALTERATIONS:

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design. Pipelines will not be added or attached to the Structure without first submitting plans and calculations to BNSF for review and approval.