

MINUTES
NORTH AURORA ROAD (NAR) PROJECT TEAM MEETING
JULY 18, 2024, 1:30 P.M.
NAPERVILLE EMPLOYEE UNIVERSITY
CITY OF NAPERVILLE
400 S. EAGLE STREET
NAPERVILLE, IL 60540

I. CALL TO ORDER / ROLL CALL

Chairman Novack called the July 18, 2024 NAR Project Team meeting to order at 1:36 p.m. The meeting was held in the Naperville Employee University (NEU) room of the Naperville Municipal Center, 400 S. Eagle St., Naperville, IL.

Present:

(NAR Project Team Members Listed by Agency)

City of Aurora: Tim Weidner; and Brian Witkowski (by video/audio conference)

City of Naperville: Bill Novack; Andy Hynes; and Matt Calpin

Naperville Township: Eddie Bedford

Absent:

Naperville Township: Paul Santucci

Also Present:

Pat Lord, City of Naperville Legal Counsel; and Rebecca DeLarme, City of Naperville staff

II. APPROVAL OF ATTENDANCE OF NAR PROJECT TEAM MEMBERS BY OTHER MEANS (if a quorum of four members of the NAR Project Team is physically present).

Novack announced that Witkowski would need to attend the meeting electronically due to other business commitments.

A motion was made by Bedford and seconded by Weidner to approve Witkowski attending the meeting by video/audio conference, pursuant to the Rules for Electronic Attendance that were approved at the July 1, 2024 NAR Project Team meeting. MOTION PASSED UNANIMOUSLY

III. PUBLIC COMMENT

There were no public comments.

IV. APPROVAL OF MINUTES of July 1, 2024 NAR Project Team meeting.

A motion was made to approve the July 1, 2024 NAR Project Team meeting minutes by Calpin and seconded by Hynes. MOTION PASSED UNANIMOUSLY

V. OLD BUSINESS

- a. Ratification of a revision to the Construction and Management Agreement with BNSF Railway Company approved on July 1, 2024 by including the language in (i) below in replacement of the language in (ii) below in Article II, Section 2 of that Agreement.
- (i) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or by the 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. BNSF shall, as soon as practicable, notify the City Engineer after emergency work has been performed. Failure to provide such notice shall not constitute a breach of this Agreement.
 - (ii) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF THE STATE, THE AGENCY, OR IDOT BECAUSE OF THIS AGREEMENT OR THE PROJECT OR BECAUSE OF BNSF'S PERFORMANCE OF ITS PORTION OF THE WORK. LIKEWISE, BNSF'S EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS WHO MAY ASSIST BNSF IN PERFORMING ITS PORTION OF THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT—AND SHALL NOT BE DEEMED TO BE—EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF THE STATE, THE AGENCY, OR IDOT. BNSF agrees to observe and comply with all applicable State and Federal laws, but only to the extent such laws may apply to BNSF's portion of the Work. Consistent with the disclaimers above, the AGENCY acknowledge that, because neither BNSF nor its employees, agents, contractors, and subcontractors are contractors, subcontractors, employees, or agents of the STATE, the AGENCY, or IDOT, such State and Federal laws may not apply under certain circumstances. Nothing in this Agreement is intended to waive, nor shall it waive, the preemptive effect of Federal law as to BNSF because of its status as a common carrier. If a conflict exists or arises between this Section 7 and any other provision of this Agreement and/or its exhibits and attachments, then this Section 7 shall control.

Lord advised that the finalized agreements were sent to BNSF who then advised that the language in (i) needed to be included. This provision was already included in the access

agreement and was previously reviewed and discussed by City of Aurora (Aurora) and Naperville Township (Township) Legal Counsel, who resigned to include this information in this agreement.

A motion was made by Weidner and seconded by Calpin to ratify the revision to the Construction and Management Agreement with BNSF Railway Company approved on July 1, 2024, by including the language in (i) in replacement of the language in (ii) in Article II, section 2 of that Agreement. MOTION PASSED by the following votes per Agency:

Aye: 3 -

City of Aurora (Weidner)
City of Naperville (Novack)
Naperville Township (Bedford)

VI. NEW BUSINESS

a. Discussion of Project costs and new funding.

Calpin discussed the cost increases for Wisconsin Central Ltd. (WCL), BNSF and ComEd that were previously not accounted for and reported on discussions he had with Kama Dobbs with the Chicago Metropolitan Agency for Planning (CMAP). Ms. Dobbs inquired if additional funding would help to move the project along faster with Calpin responding it would. In addition to assisting each local agency with funding less money, Calpin noted it would help with the timeline as there would not have to be an amendment made to the 5th Intergovernmental Agreement (IGA), or the need to extend the project letting timeline into 2025 to cover the cost increases.

Calpin advised that the WCL Forced Account cost estimate was amended by an approximate \$500K decrease for material surcharges and additive rates. He stated that WCL's previous cost estimate did not include flaggers, which is estimated at \$675K, and is in addition to their total cost of \$5.3M. He noted that costs were originally estimated around \$3.9M for WCL and BNSF and that BNSF came in approximately \$125K higher as well. He discussed the \$2M that was originally estimated for ComEd, noting that after Phase 1 Engineering was done, their estimate for completion is at \$2.7M, with a plus or minus 25%, based on the level of clarity of the estimate at this time. ComEd's total estimate is now at \$3.3M, which represents an increase of \$1.3M.

Calpin reported that he submitted a funding increase request to CMAP for approximately \$4.8M.

Weidner discussed updating the PPI and inquired if the BLR 05310C would need to be rescinded. Calpin noted that the PPI would need to change and that it may make sense to rescind the BLR 0531C instead of amending it. He will follow up on these items. Calpin discussed the reasons for changing to the November letting date and noted Ms. Dobbs'

approval, if necessary, to move into January or February of 2025 based on the complexity of the project and the progress that has been made.

Novack thanked Calpin for his great work with this project.

- b. Resolution of the NAR Project Team Approving Certain Wisconsin Central Ltd. Agreements Pertaining to the North Aurora Road Widening Project, namely: (i) a Construction and Maintenance Agreement; (ii) a Temporary Easement Agreement; and (iii) a Permanent Easement Agreement.

A motion to approve the resolution of the NAR Project Team approving certain agreements pertaining to the North Aurora Road Widening Project with Wisconsin Central Ltd. for the (i) Construction and Maintenance Agreement; (ii) Temporary Easement Agreement; and (iii) Permanent Easement Agreement was made by Bedford and seconded by Weidner. MOTION PASSED with the following votes per Agency:

- Aye: 3 -**
City of Aurora (Weidner)
City of Naperville (Novack)
Naperville Township (Bedford)

- c. Discussion of other NAR agreements.

Calpin reported that comments were provided to Enbridge Energy regarding the design and construction agreement, which they are reviewing. They have identified one question regarding lump sum payments not being allowed for larger portions of projects per the federal aid through the Federal Highway Administration (FHWA). Lord is working with the FHWA to answer this question.

Calpin advised that the draft agreement with ONEOK Pipeline has been submitted and the lump sum payment issue will have to be addressed before additional comments can be provided.

ComEd's Legal Counsel reviewed the ComEd Construction Reimbursement Agreement but comments have not been received yet. Calpin is scheduled to follow up this week. Calpin advised that we did receive formal engineering approval and the ComEd Easement Agreement is currently being reviewed. Calpin will follow up to check the status.

Discussion followed on the utility plates that have been placed on the west side of the bridge on North Aurora Road. Bedford noted that ComEd was working in the area on Monday. Calpin will follow up with Midwestern Contractors to determine who they were working for and where they obtained the permit. Bedford will also follow up with staff to see if a permit was obtained.

Calpin discussed the need for confirmation from Kinder Morgan if any work is needed in the area but has not received a response.

d. Discussion of timing of IDOT letting for the NAR Project.

For the November 8, 2024 letting date, final agreements would need to be received September 9th. For the January letting date, final agreements would be needed by November 25th.

VII. ANNOUNCEMENTS/NAR PROJECT TEAM COMMENTS

Weidner inquired about right-of-way certification with IDOT. Calpin noted that once all the agreements are in place, we will work to get the right-of-way certified with the negotiator/agent. Weidner inquired if this was set up as a working day contract. Calpin will confirm this information.

Bedford thanked Calpin for the payment schedule. He noted the Township's next Board Meeting was scheduled for Thursday, August 14th.

Lord requested that the group sign the Resolution for the WCL agreements with Witkowski expressing approval for Weidner to sign and initial on his behalf.

Novack noted that the next NAR Project Team meeting would be scheduled and notification would be sent once the other agreements were lined up.

VIII. ADJOURNMENT

A motion to adjourn the meeting was made by Weidner and seconded by Bedford. The meeting adjourned at 2:20 p.m. MOTION PASSED UNANIMOUSLY

Respectfully submitted by,
Rebecca DeLarme, City of Naperville staff

RESOLUTION NO. 24 - 04

A RESOLUTION OF THE NAR PROJECT TEAM APPROVING CERTAIN AGREEMENTS PERTAINING TO THE NORTH AURORA ROAD ROAD WIDENING PROJECT

Recitals

1. North Aurora Road is an east-west minor arterial roadway which is, at different points, under the jurisdiction of the City of Naperville, the City of Aurora, and Naperville Township.
2. For several years the City of Naperville, the City of Aurora, and Naperville Township (together referenced herein as the “Road Authority”) have been working together to widen and reconstruct North Aurora Road from Pennsbury Lane to Frontenac Road which is located, at different points, within the City of Naperville, the City of Aurora, and Naperville Township, in southwest DuPage County, Illinois (the “Project”). The entities which comprise the Road Authority have entered into an “Intergovernmental Agreement between the City of Naperville, the City of Aurora, and Naperville Township to Replace and Widen the Existing Highway Underpass on North Aurora Road at the Elgin, Joliet, & Eastern Railway Company’s Railroad Crossing” for that purpose, as amended from time to time (the “**Intergovernmental Agreement**”). The City of Naperville is the Lead Local Agency for the Project.
3. The goals of the Project include: (1) widening North Aurora Road roadway and roadway appurtenances to accommodate two 12-foot through lanes in each direction with an 18-foot grassed median and outside curb and gutter and associated lighting; (2) an 8-foot multi-use path on the south side of the roadway; (3) a 5-foot sidewalk on the north side of the roadway; (4) stormwater drainage and detention improvements and a pump station; (5) three retaining walls (Northeast, Northwest, and Southwest retaining walls); (6) underpass roadway lighting and associated electrical connections and appurtenances attached to the WCL railway bridge; (7) electric, storm sewer, and water utilities; and (8) communication conduits.
4. In order to accomplish the goals of the Project it will be necessary for the members of the Road Authority to enter into agreements necessary to further the Project, including but not limited to agreements to demolish and reconstruct an existing railroad bridge owned by Wisconsin Central Ltd and used by Wisconsin Central Ltd and BNSF; to obtain certain easements; to relocate certain ComEd utilities which, at their current locations, would obstruct the Project; and to relocate or modify certain pipelines which, at their current locations, would obstruct the Project.
5. Pursuant to the Fifth Amendment to the Intergovernmental Agreement, and so that the Project can proceed on a timely and efficient basis. a North Aurora Road project team (the “**NAR Project Team**”), comprised representatives of each member of the Road Authority, was created and delegated limited authority, including the responsibility to review and approve future Project Agreements (as reviewed and approved by their respective legal counsel (“**Legal Counsel**”)), to be executed by the

Naperville Township Supervisor, the Mayor of the City of Aurora, and the City Manager of the City of Naperville.

6. The NAR Project Team, and Legal Counsel for each member of the Road Authority, have reviewed and approved the following agreements:
 - i. ComEd Agreement Grant for Public Roadway and Sub-surface Grading and Other Facilities;
 - ii. ComEd Local Public Agency Agreement for Reimbursable Utility Adjustment;
 - iii. Construction Reimbursement Agreement for Replacement of Enbridge Pipeline; and
 - iv. Construction Reimbursement Agreement for Replacement of ONEOK Pipeline.

7. The City of Naperville NAR Project Team members and Legal Counsel for the City of Naperville have reviewed and approved the agreements set forth in 7(i) (ii), and (iii) below and the Resolution set forth in 7(iv) below:
 - i. An IDOT Local Public Agency Engineering Services Agreement between the City of Naperville and TranSystems;
 - ii. A City of Naperville Consultant Services Agreement with TranSystems, RFP 21-083: Phase 3- North Aurora Road Underpass Project; and
 - iii. A Joint Funding Agreement (BLR 05310C) between the City of Naperville (as Local Public Agency for the Project) and IDOT for Construction and Construction Engineering Services for the North Aurora Underpass at the CN Railroad Project and Approving the Appropriation of Local Share Funding; and
 - iv. A City of Naperville Resolution Approving a Joint Funding Agreement (BLR 05310C) with IDOT for Construction and Construction Engineering Services for the North Aurora Road Underpass at the CN Railroad ; and
 - v. A City of Naperville Resolution Approving an Appropriation for Construction Services for the North Aurora Road Underpass at the CN RR.

8. The agreements described in Recitals 6 and 7 above, and the Resolutions described in Recitals 7(iv) and (v) above, are deemed attached hereto and made part hereof by reference.

9. Attorney approval letters (“**Attorney Approval Letters**”) are required for submission to the Illinois Department of Transportation (“IDOT”) for easements acquired for the Project from Wisconsin Central Ltd., BNSF Railway Company, and Commonwealth Edison Company.

WHEREFORE, the NAR Project Team, in exercise of the limited delegation of authority described and referenced herein, resolves as follows:

Section 1: The forgoing Recitals are incorporated in this Section 1 as though fully set forth herein.

Section 2: The NAR Project Team hereby approves the following agreements, subject to such technical and minor substantive revisions thereto as may be deemed acceptable to Legal Counsel, and will submit them for execution by the Naperville Township Supervisor, the Mayor of the City of Aurora, and the City Manager of the City of Naperville:

- (i) ComEd Grant for Public Roadway and Sub-surface Grading and Other Facilities;
- (ii) ComEd Local Public Agency Agreement for Reimbursable Utility Adjustment;
- (iii) Construction Reimbursement Agreement for Replacement of Enbridge Pipeline; and
- (iv) Construction Reimbursement Agreement for Replacement of ONEOK Pipeline.

Section 3: The NAR Project Team hereby approves the Agreements as listed in (i), (ii), and (iii) below to be entered into by the City of Naperville, and the Resolutions to be passed by the City of Naperville as listed in (iv) and (v) below, subject to such technical and minor substantive revisions thereto as may be deemed acceptable to Legal Counsel for the City of Naperville.;

- (i) Local Public Agency Engineering Services Agreement with TranSystems; and
- (ii) City of Naperville Consultant Services Agreement with TranSystems, RFP 21-083: Phase 3- North Aurora Road Underpass Project; and
- (iii) A Joint Funding Agreement (BLR 05310C) with IDOT for Construction and Construction Engineering Services for the North Aurora Underpass at the CN Railroad Project and Approving the Appropriation of Local Share Funding;
- (iv) A Resolution Approving a Joint Funding Agreement (BLR 05310C) with IDOT for Construction and Construction Engineering Services for the

North Aurora Underpass at the CN Railroad Project and Approving the Appropriation of Local Share Funding; and

(v) A Resolution Approving an Appropriation for Construction Services for the North Aurora Road Underpass at the CN RR.

Section 4: The NAR Project Team agrees that the Agreements described in Sections 2 and 3 above constitute Future Project Agreements as provided for in the “Fifth Amendment to the Intergovernmental Agreement between City of Naperville, The City of Aurora, and Naperville Township to Replace and Widen the Existing Highway Underpass on North Aurora Road at the Elgin, Joliet, & Eastern Railway Company’s Railroad Crossing”, and that the costs associated therewith, and with the Resolutions set forth in Sections 3(iv) and 3(v) above, shall be shared by the City of Naperville, the City of Aurora, and Naperville Township as set forth in the Intergovernmental Agreement.

Section 5: Legal Counsel for the City of Naperville, as Lead Local Agency for the Project, is authorized to review and execute the Attorney Approval Letters described in Recital 9 hereof.

Section 6: If any section, paragraph, or provision of this Resolution is held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision, shall not affect any of the remaining provisions of this Resolution.

Section 7: This Resolution shall be in full force and effect upon its passage and approval.

ADOPTED this 17th day of December, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of December, 2024.

NAR Project Team/City of Aurora

Tim Weidner

Brian Witkowski

NAR Project Team/City of Naperville

William Novack

Andy Hynes

Matthew Calpin

NAR Project Team/Naperville Township

Eddie Bedford

Paul Santucci

This Document was Prepared by:
When Recorded, Return to:
John Mishevski
Three Lincoln Centre, 4th FL
Oakbrook Terrace, Illinois 60181

FOR RECORDING PURPOSES ONLY

**GRANT FOR PUBLIC ROADWAY,
SUB-SURFACE, GRADING AND OTHER FACILITIES**

THIS GRANT FOR PUBLIC ROADWAY, SUB-SURFACE, GRADING, AND OTHER FACILITIES (“Easement”) is made as of this ___ day of _____, 20___, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), with a mailing address of Three Lincoln Centre, 4th FL, Oakbrook Terrace 60181, and CITY OF NAPERVILLE, a municipal corporation, CITY OF AURORA, a municipal corporation, NAPERVILLE TOWNSHIP, a governmental body, all located in the COUNTY OF DUPAGE, State of Illinois (collectively, “Grantee”).

RECITALS:

A. Grantor is the owner of a parcel of land adjacent to North Aurora Road between Pennsbury Lane and Frontenac Road, County of DuPage and State of Illinois, commonly known as Joliet Crystal Lake R/W, described in Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. In the interest of public safety and convenience, Grantee desires to widen and reconstruct North Aurora Road from Pennsbury Lane to Frontenac Road (hereinafter referred to as the “Project”). The Illinois Department of Transportation (“IDOT”) will let the Project on behalf of Grantee to a general contractor (“IDOT’s Contractor”) to construct certain aspects of the Project. A temporary easement and permanent easements on Grantor’s Property as described in Section 1 of this Easement are needed to construct the roadway and other Project components as

described herein. The temporary easement shall terminate after completion of that portion of Grantee's Improvements (hereinafter defined) described in Section 1(c) of this Easement.

'NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easements. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys to Grantee, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the temporary and permanent Easement Premises (hereinafter defined) for the purposes set forth in Subsections (a), (b), and (c) below (collectively, the "Grantee's Improvements") and for no other purpose whatsoever in locations legally described on Exhibit B attached hereto and made a part hereof and depicted on the diagram depicted on Exhibit C attached hereto and made a part hereof (collectively, the "Easement Premises") as follows:

(a) a permanent easement as legally described on Exhibit B and depicted on Exhibit C referred to as "0005 P.E." to construct, operate, repair, and maintain roadway, sidewalk, with curb and gutter, storm sewer utility, and electrical roadway lighting conduit;

(b) A temporary easement as legally described on Exhibit B and depicted on Exhibit C as "0006 T.E.") to construct a portion of the eastern driveway to the Naperville Township Highway Department;

(c) A permanent easement as legally described on Exhibit B and depicted on Exhibit C referred to as "0006 P.E." to construct, operate, repair, and maintain electrical roadway lighting conduit, part of the eastern driveway to Naperville Township Highway Department, and grading;

(d) Construction and maintenance of Grantee's Improvements described in Subsections (a), (b), and (c) above shall be constructed on Grantor's Property in substantial conformity with the engineering plan sheets 1, 3, 4, 23, 25, 32, 33, 34, 67, 68, 70, 74, 79, 80, 83, 86, 87, 91, 92, 102, 103, 104, 138, 139, 149, 150, 234, 235, 236, 237, 238, 239, 240, 241, 294, 295, 318, 319, 320, and 321 prepared by TranSystems, dated 8/28/2024, and known as FAU 1509 (NORTH AURORA ROAD) PENNSBURY LAND TO FRONTENAC ROAD, RECONSTRUCTION, SECTION 06-00133-00-BR, PROJECT XUXZ(984), CITY OF NAPERVILLE, NAPERVILLE TOWNSHIP, CITY OF AURORA, DUPAGE COUNTY JOB NO. C-91-424-19, which are attached hereto and made part hereof as Exhibit D; and

(e) Grantee shall be allowed to temporarily assign its rights and obligations hereunder to IDOT's Contractor for construction of Grantee's Improvements subject to the requirement that the provisions set forth herein relative to Grantee's use of Grantor's Property for construction purposes, and all conditions, terms, requirements, and restrictions associated therewith, shall be submitted to IDOT for inclusion in any bid for the Project. Said temporary assignment to IDOT's Contractor shall automatically terminate upon completion of the Project.

2. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of Grantee's Improvements, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of Grantee's Improvements at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of Grantee's Improvements from Grantor's Property if required, within the lesser of (i) thirty (30) days from Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to Grantee's Improvements and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of Grantee's Improvements, and Grantee shall be and remain liable to Grantor for the installation and operation of the Roadway and the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Roadway or the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5.b, Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of Grantee's Improvements on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within twenty-one (21) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Roadway and/or the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Roadway and/or the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such twenty-one (21) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Grantee's Improvements, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within sixty (60) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of Grantee's Improvements from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of Grantee's Improvements. In the event Grantee fails to so remove Grantee's Improvements and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of Grantee's Improvements without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing Grantee's Improvements, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.** No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of Grantee's Improvements, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.(c)

Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (excluding routine maintenance; provided, however, that following the completion of any routine maintenance, Grantee will provide Grantor with notice of such completion of any routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone

the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. If Grantee performs any grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify at, telephone number 866-340-2841, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (excluding routine maintenance; provided, however, that following the completion of any routine maintenance, Grantee will provide Grantor with notice of such completion of any routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the

performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of Grantee's Improvements to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to Grantee's Improvements and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to Grantee's Improvements:

(i) Grantee agrees that Grantee's Improvements will be installed in strict conformity with the plans attached hereto as Exhibit D.

(ii) Should any proposed changes to Grantee's Improvements be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Grantee shall install suitable markers acceptable to Grantor at all points where roadway components of Grantee's Improvements enter or leave Grantor's Property, at all road or street crossings, at all rail crossings and at all locations where the roadway components of Grantee's Improvements change direction in Grantor's Property.

(iv) Where Grantee's Improvements cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of Grantee's Improvements, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of Roadway and the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over Grantee's Improvements so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the grading and roadway components of Grantee's Improvements shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades.

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of Grantee's Improvements on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause Grantee's Improvements to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with Grantee's Improvements or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install Grantee's Improvements and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within sixty (60) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within fourteen (14) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use Grantee's Improvements and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. Waiver. To the fullest extent permitted by law, any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties,

and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. Grantee will provide proof, or cause proof to be provided, to Grantor that a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor have been purchased at the cost of Grantee or at the cost of contractors performing work within the Easement Premises prior to commencement of any work on the easement Premises as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (04 13)) covering all contractors, subcontractors and all their subcontractors with limits not less than Five Million dollars (\$5,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintain an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$5,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$5,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Easement Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least two million dollars (\$2,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph and shall be delivered to Grantor upon written request. Insurance coverage as required herein shall be kept in force until all work has been completed. Grantee will provide proof, or cause proof to be provided, that the coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Exelon.

Grantee shall cause evidence of the required insurance coverage under Coverage #2 and #3, to be delivered to Grantor prior to any work commencing in the Easement Premises. The insurance under Coverage #2 and #3 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain.

Insurance coverage provided by IDOT's Contractor, or by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply.

Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Grantee and/or its contractors.

WAIVER OF SUBROGATION

Grantee and its contractors, and IDOT's Contractor, shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous

Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq. the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or Grantee's property or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grantee shall fail to operate or maintain Grantee's Improvements for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate equal to nine (9%) per annum and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Termination Rights. This Easement is made for the specific, express purposes identified in the granting clause at the beginning of this Easement and for no other purposes whatsoever. Therefore, in addition to any other rights and remedies reserved to Grantor hereunder, and not in lieu or limitation thereof, Grantor shall have the right to terminate this Easement in any of the following situations: (a) Grantee abandons or terminates the use of the Roadway or the Facilities; (b) Grantee changes, modifies or alters or attempts to change, modify or alter the use or purpose of this Easement; (c) Grantee abandons or terminates the operation of Grantee's Improvements; or (d) Grantee fails to complete or commence operation of Grantee's Improvements on Grantee's Property within three (3) years from the date hereof. Grantee shall be deemed to have abandoned the use of Grantee's Improvements if Grantee ceases to use Grantee's Improvements for a period of twelve (12) consecutive months.

17. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
Three Lincoln Centre
Oakbrook Terrace, IL 60181
Attn: Real Estate

with a copy to:

Exelon Business Services Company
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60613

If to Grantee [City of Naperville, Naperville Township, and City of Aurora]:

City Engineer
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

With a copy to: City Attorney
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

With a copy to: City Engineer
City of Aurora
44 E. Downer Place
Aurora, IL 60507

With a copy to: Corporation Counsel
City of Aurora
44 E. Downer Place
Aurora, IL 60507

Richard Veenstra, Esq.
Schain, Banks, Kenny & Schwartz, Ltd.
70 W Madison St. Suite 5400
Chicago, Illinois 60602-4213

With a copy to: Naperville Township Supervisor
Attention: Eddie Bedford
139 Water Street
Naperville, IL 60540

Ross Secler, Esq.
Odelson, Sterk, Murphey, Frazier & McGrath. Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805-2233

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

18. No Assignment by Grantee. Except as specifically provided in Section 1(e) of this Easement, this Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion, unless such assignment is of its entire right contained herein and is made in connection with and simultaneously with a fee simple conveyance of Grantee's Property. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property from time to time.

19. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

20. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

21. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

22. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

23. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

24. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

25. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

26. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

27. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

28. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

29. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

30. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

31. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission (“Commission”) and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission’s or other governmental authority’s approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission’s and any other applicable governmental authority’s approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

32. Labor Relations. Neither Grantee nor any of Grantee’s authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor’s sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor’s Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor’s Property by Grantor or other lessees or occupants of Grantor’s Property. In the event of such interference or conflict, upon Grantor’s request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor’s Property immediately.

33. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor’s electrical transmission facilities located in or on the Grantor’s Property is transferred or assigned by Grantor to an independent system operator (“ISO”) or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor’s rights under this instrument.

34. Additional Requirements. Grantee shall comply with all of the additional requirements set forth on and contained in Exhibit E attached hereto and made a part hereof.

SCHEDULE OF EXHIBITS

- A Legal description of Grantor’s Property
- B Legal descriptions of Easement Premises
- C Depiction of Easement Premises
- D Plans for Grantee’s Improvements on Easement Premises
- E Additional Requirements

**EXHIBIT A TO GRANT FOR PUBLIC ROADWAY,
SUB-SURFACE, GRADING, AND OTHER FACILITIES**

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING WITHIN SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, TO WIT:

A PARCEL OF LAND IN THE SOUTH HALF OF SECTION EIGHT (8) AND THE NORTH HALF OF SECTION SEVENTEEN (17) ALL IN TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH SECTION LINE OF SAID SECTION SEVENTEEN (17) WHICH IS FIVE HUNDRED NINETY AND FOUR TENTHS (590.4) FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION SEVENTEEN (17); THENCE SOUTHERLY SIX HUNDRED EIGHTY-TWO AND SEVEN HUNDRETHS (682.07) FEET TO A POINT IN THE CENTER OF THE PUBLIC HIGHWAY, WHICH IS FIVE HUNDRED SIXTY-FIVE AND FORTY-NINE HUNDRETHS (565.49) FEET EASTERLY OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION SEVENTEEN (17) MEASURED ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY; THENCE EASTERLY TWO HUNDRED TWENTY-FIVE AND ELEVEN HUNDRETHS (225.11) FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD COMPANY ONE THOUSAND THREE HUNDRED THIRTY-ONE AND FIVE TENTHS (1331.5) FEET; THENCE WESTERLY TWO HUNDRED FORTY-THREE AND TWENTY-FIVE HUNDRETHS (243.25) FEET TO A POINT WHICH IS SIX HUNDRED FORTY-SEVEN AND SIXTY-EIGHT HUNDRETHS (647.68) FEET NORTHERLY OF THE POINT OF BEGINNING; THENCE SOUTHERLY TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

PIN NUMBER: 07-17-200-003, 07-17-200-004, 07-17-202-002

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION SEVENTEEN (17) TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF A PUBLIC HIGHWAY WHICH IS FIVE HUNDRED SIXTY-FIVE AND FORTY-NINE HUNDRETHS (565.49) FEET EASTERLY OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, MEASURED ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY AND SIX HUNDRED EIGHTY (680) FEET, MORE OR LESS, SOUTHERLY OF THE NORTH SECTION LINE OF SAID SECTION; THENCE EASTERLY ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY ONE-HUNDRED FIFTY-NINE AND TWENTY-ONE HUNDRETHS (159.21) FEET; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY ONE THOUSAND ONE HUNDRED SEVEN AND FOUR TENTHS (1107.4) FEET; THENCE CONTINUING ALONG THE RIGHT-OF-WAY LINE OF SAID RAILROAD COMPANY SOUTHWESTERLY FOLLOWING A CURVED LINE HAVING A RADIUS OF SIX HUNDRED THIRTY-TWO AND SIX TENTHS (632.6) FEET (SAID CURVED LINE BEING CONCAVE TO THE NORTHWEST) FOUR HUNDRED FORTY THREE AND SIX HUNDRETHS (443.06) FEET; THENCE NORTHERLY ONE THOUSAND FIVE HUNDRED SEVEN AND EIGHTEEN HUNDRETHS (1,507.18) FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF DUPAGE IN THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 07-17-202-002

**EXHIBIT B TO GRANT FOR PUBLIC ROADWAY,
SUB-SURFACE, GRADING, AND OTHER FACILITIES**

**LEGAL DESCRIPTIONS OF EASEMENT
PREMISES [3 pages]**

0005 P.E.:

Route: North Aurora Road
Section: 07-06115-00-WR
County: DuPage
Job No.: R-55-001-97
Parcel: 0005P.E.
Sta. 106+74.08 To Sta. 109+01.46

Index No. 07-17-200-003
07-17-200-004

That part of the Northeast Quarter of Section 17, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999464926, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 17; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 89 degrees 01 minute 52 seconds East along the north line of the Northeast Quarter of said Section 17, a distance of 824.84 feet to the east line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, recorded September 30, 1926 as document number 222293; thence South 3 degrees 11 minutes 00 seconds West along the said east line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, a distance of 607.80 feet to the point of beginning; thence continuing South 3 degrees 11 minutes 00 seconds West along the said east line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, a distance of 49.79 feet to the north right of way line of North Aurora Road, as monumented and occupied, as shown on Knight's Subdivision recorded August 5, 1908 as document number 94193; thence North 89 degrees 52 minutes 30 seconds West along the said north right of way line of North Aurora Road, as monumented and occupied, as shown on said Knight's Subdivision, a distance of 224.72 feet to the west line of the said Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois; thence North 2 degrees 22 minutes 10 seconds East along the said west line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, a distance of 49.71 feet; thence South 89 degrees 53 minutes 12 seconds East, a distance of 225.42 feet to the point of beginning.

Said permanent easement containing 0.257 acre, more or less.

Said permanent easement to be used for roadway and related purposes.

0006 T.E.:

Route: North Aurora Road
Section: 07-06115-00-WR
County: DuPage
Job No.: R-55-001-97
Parcel: 0006T.E.
Sta. 106+70.55 To Sta. 107+44.37

Index No. 07-17-202-002

That part of the Northeast Quarter of Section 17, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999464926, described as follows:

Commencing at the northeast corner of Lot 71 in Ashton Pointe Unit 2, according to the plat thereof recorded September 6, 2001 as document number R2001-190109; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 2 degrees 47 minutes 08 seconds East along the Northerly extension of the east line of Lot 71 in said Ashton Pointe Unit 2, a distance of 20.02 feet to the south right of way line of North Aurora Road recorded August 5, 1908 as document number 94193; thence South 89 degrees 52 minutes 30 seconds East along the said south right of way line of North Aurora Road, a distance of 173.99 feet to a point on the west line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, recorded November 3, 1926 as document number 224297; thence continuing South 89 degrees 52 minutes 30 seconds East along the said south right of way line of North Aurora Road, a distance of 159.00 feet to the east line of the said Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois; thence South 3 degrees 10 minutes 06 seconds West along the said east line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, a distance of 10.31 feet; thence North 89 degrees 53 minutes 12 seconds West, a distance of 85.58 feet to the point of beginning; thence continuing North 89 degrees 53 minutes 12 seconds West, a distance of 73.35 feet to the said west line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois; thence South 2 degrees 47 minutes 08 seconds West along the said west line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, a distance of 10.01 feet; thence South 89 degrees 53 minutes 12 seconds East, a distance of 73.82 feet; thence North 0 degrees 06 minutes 48 seconds East, a distance of 10.00 feet to the point of beginning.

Said temporary easement containing 0.017 acre, more or less.

Said temporary easement to be used for construction purposes.

0006 P.E.:

Route: North Aurora Road
Section: 07-06115-00-WR
County: DuPage
Job No.: R-55-001-97
Parcel: 0006P.E.
Sta. 106+71.02 To Sta. 108+30.50

Index No. 07-17-202-002

That part of the Northeast Quarter of Section 17, Township 38 North, Range 9 East of the Third Principal Meridian, in DuPage County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999464926, described as follows:

Commencing at the northeast corner of Lot 71 in Ashton Pointe Unit 2, according to the plat thereof recorded September 6, 2001 as document number R2001-190109; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 2 degrees 47 minutes 08 seconds East along the Northerly extension of the east line of Lot 71 in said Ashton Pointe Unit 2, a distance of 20.02 feet to the south right of way line of North Aurora Road recorded August 5, 1908 as document number 94193; thence South 89 degrees 52 minutes 30 seconds East along the said south right of way line of North Aurora Road, a distance of 173.99 feet to a point on the west line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, recorded November 3, 1926 as document number 224297 and the point of beginning; thence continuing South 89 degrees 52 minutes 30 seconds East along the said south right of way line of North Aurora Road, a distance of 159.00 feet to the east line of the said Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois; thence South 3 degrees 10 minutes 06 seconds West along the said east line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, a distance of 10.31 feet; thence North 89 degrees 53 minutes 12 seconds West, a distance of 158.93 feet to the said west line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois; thence North 2 degrees 47 minutes 08 seconds East along the said west line of the Commonwealth Edison Company right of way, formerly Public Service Company of Northern Illinois, a distance of 10.34 feet to the point of beginning.

Said permanent easement containing 0.038 acre, more or less.

Said permanent easement to be used for roadway and related purposes.

**EXHIBIT C TO GRANT FOR ROADWAY,
SUB-SURFACE, GRADING, AND OTHER FACILITIES**

DEPICTION OF EASEMENT PREMISES

PART OF THE NE 1/4 OF SEC. 17, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DUPAGE COUNTY, ILLINOIS.

PARCEL NUMBER	AREA IN ACRES	ESSEMENT PURPOSE	ESSEMENT INDEX NUMBER
0001	0.802	N/A	07-17-02-002
0002	0.802	N/A	07-17-02-003



BEARINGS AND COORDINATES ARE REFERENCED TO THE ILLINOIS COORDINATE SYSTEM (IACS) (2011) EAST ZONE. "MAG" MEANS SET.

STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION OF HIGHWAY SURVEY MARKER TO MONUMENT THE POSITION, SHOWN HEREON BY INSTRUMENT DATA AND SURVEYORS REGISTRATION NUMBER.

STATION MARKERS SHALL BE PLACED AT THE CORNERS, MIDPOINTS, AND POINTS OF CURVATURE OF THE PROPOSED RIGHT OF WAY. MARKERS SHALL BE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

PERMANENT SURVEY MARKER, 1.001 STD 2.125 TO BE SET BY OTHERS.

RIGHT OF WAY STAKING PROPOSED TO BE SET.

COUNTY OF ILLINOIS.

THIS IS TO CERTIFY THAT J.C. JOHNSON & ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL ENGINEERING FIRM LAND SURVEYING CORPORATION, NUMBER 184-2771, HAS SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 17, TOWNSHIP 38 NORTH, RANGE 9 EAST, COUNTY OF DUPAGE, ILLINOIS, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I AM A MEMBER OF THE PROFESSION OF LAND SURVEYORS AND AM LICENSED THEREUNDER BY THE BOARD OF SURVEYORS AND ENGINEERS OF THE STATE OF ILLINOIS. THE SURVEY IS SHOWN HEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED IN ACCORDANCE WITH THE ACT OF INCORPORATION, STATE OF ILLINOIS, DATED AT LAKE VILLA, ILLINOIS, THIS 27th DAY OF JUNE, 1872.

ILLINOIS PROFESSIONAL ENGINEERING AND SURVEYING BOARD LICENSE EXPIRES ON NOVEMBER 30, 2018. SURVEYOR'S MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

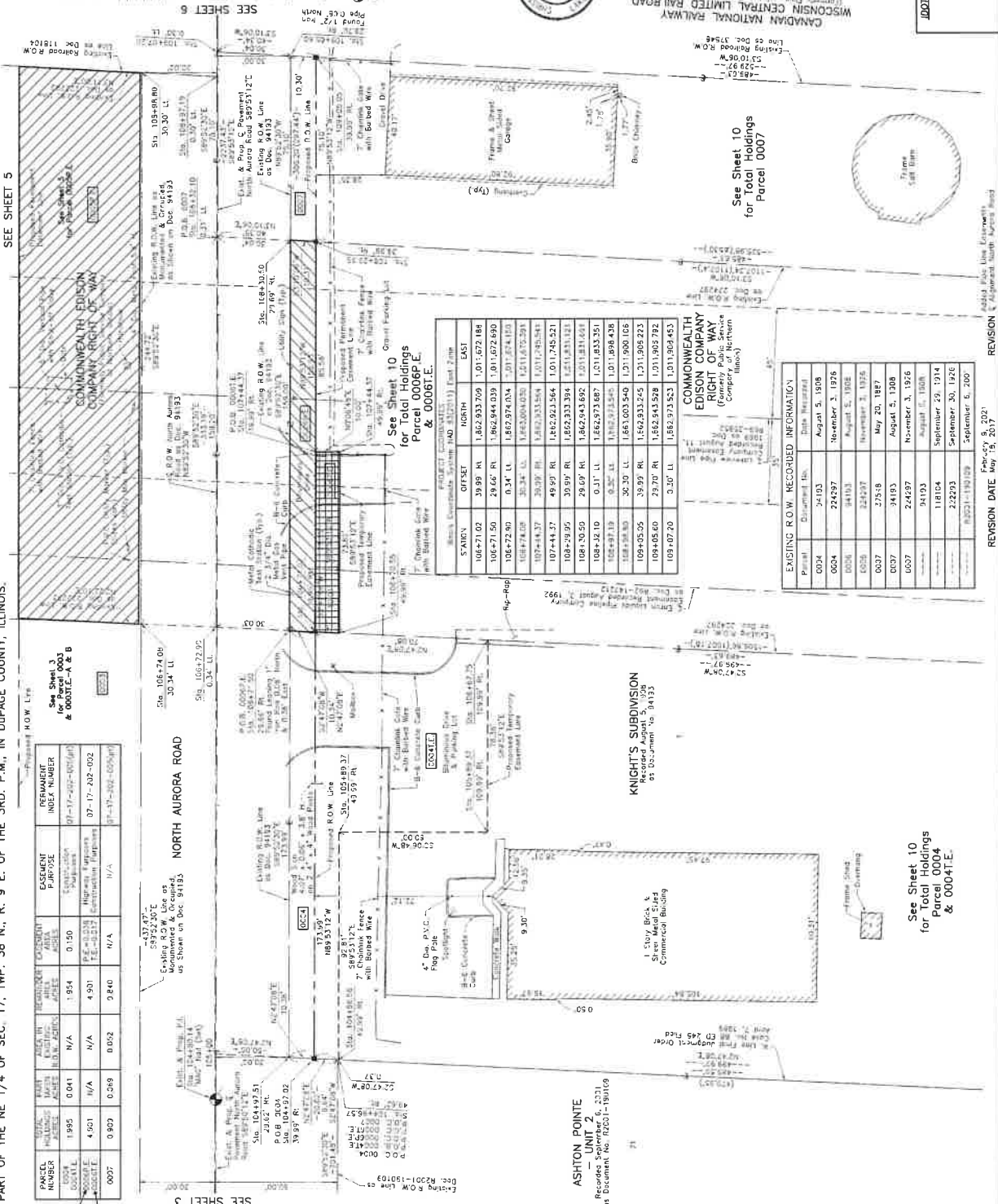
All distances are measured unless otherwise specified. All bearings on this plat are true and correct. The plat was prepared to obtain ground reference data and distances shown by the combined factor of 0.0000000001.

J.C. JOHNSON & ASSOCIATES, INC.
120 PARK AVENUE
DUPAGE COUNTY, ILLINOIS 60118
(630) 398-3370

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
NORTH AURORA ROAD
LIMITS: PENNSBURY LANE TO FRONTENAC ROAD
COUNTY: DUPAGE
SECTION: 07-0615-00-WR JOB NO.: R-55-001-97
DATE: 08/15/2018
SCALE: 1"=200'
TO SHEET 4 OF 10

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

SEE SHEET 3
SEE SHEET 5
SEE SHEET 6



See Sheet 10
for Total Holdings
Parcel 0006P
& 0006T.E.

STATION	OFFSET	NORTH	EAST
106+71.02	39.89 RL	1,862,933.709	1,011,672.184
106+71.50	29.66' RL	1,862,944.039	1,011,672.690
106+72.90	0.34' LL	1,862,974.034	1,011,674.160
107+44.37	30.99' RL	1,862,980.052	1,011,675.291
107+44.37	30.99' RL	1,862,933.544	1,011,675.291
108+29.99	30.99' RL	1,862,921.564	1,011,748.521
108+29.99	30.99' RL	1,862,933.394	1,011,831.651
108+28.10	0.31' LL	1,862,943.692	1,011,831.651
108+28.10	0.31' LL	1,862,973.687	1,011,833.251
108+39.80	30.20' LL	1,862,973.545	1,011,898.438
108+39.80	30.20' LL	1,863,003.540	1,011,900.106
109+05.06	39.99' RL	1,862,933.245	1,011,905.223
109+05.06	39.99' RL	1,862,943.528	1,011,905.792
109+07.20	0.30' LL	1,862,973.523	1,011,909.453

COMMONWEALTH EDISON COMPANY RIGHT OF WAY (Company of Northern Illinois)

EXISTING R.O.W. RECORDED INFORMATION

Parcel	Document No.	Date Recorded
0034	24103	August 5, 1906
0004	224297	November 3, 1976
0006	94163	August 5, 1952
0028	324237	November 3, 1926
0037	27518	May 20, 1897
0037	34193	August 5, 1908
0057	224297	November 3, 1976
0004	34193	August 5, 1908
0004	118104	September 29, 1914
0004	22293	September 30, 1926
0004	118109	September 6, 2009

REVISION DATE REVISION

See Sheet 10
for Total Holdings
Parcel 0004
& 0004T.E.

ASHTON, POINTE UNIT 2
Recorded September 6, 2011
on Document No. 16261-190109

**EXHIBIT D TO GRANT FOR PUBLIC ROADWAY,
SUB-SURFACE, GRADING, AND OTHER FACILITIES**

PLANS FOR GRANTEE'S IMPROVEMENTS ON EASEMENT PREMISES

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

**PLANS FOR PROPOSED
 FEDERAL AID HIGHWAY**

FAU 1509 (NORTH AURORA ROAD)
 PENNSBURY LANE TO FRONTENAC ROAD
 RECONSTRUCTION

SECTION NO.: 06-00133-00-BR
 PROJECT NO.: XUXZ(984)
 DUPAGE COUNTY
 C-91-424-19

FOR INDEX OF SHEETS AND LIST OF
 HIGHWAY STANDARDS, SEE SHEET NO. 2

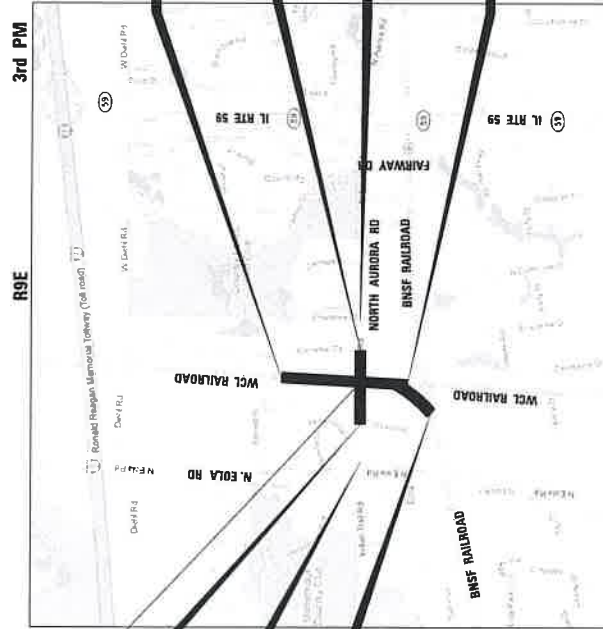
DESIGN DESIGNATION

2715 (40) MINOR ARTERIAL 3.56 (FD-20)

TRAFFIC DATA

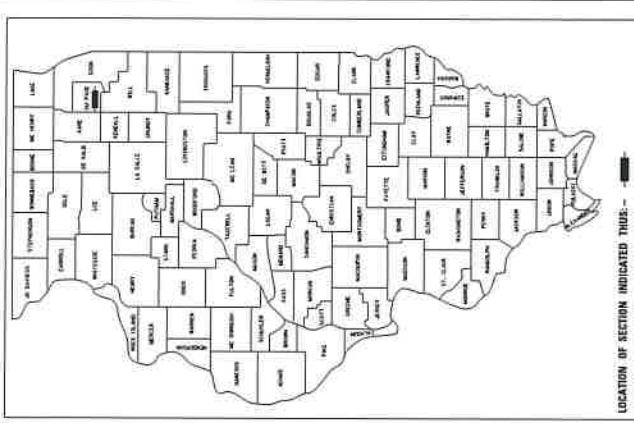
NORTH AURORA ROAD
 DESIGN SPEED: 45 MPH
 ADT: 12,700 (2020) MPH
 ADT: 33,200 (2040)

**PROJECT IS LOCATED IN:
 THE CITY OF NAPERVILLE,
 UNINCORPORATED NAPERVILLE
 TOWNSHIP AND CITY OF AURORA**



CITY OF NAPERVILLE AND NAPERVILLE TOWNSHIP
LOCATION MAP
 NOT TO SCALE

PROJECT LENGTH (GROSS /NET)
 GROSS ROADWAY LENGTH = 1,985.00 FT. = 0.38 MILE



LOCATION OF SECTION INDICATED THUS: —

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

APPROVED ON: *MAY 8 2024*
 CITY OF NAPERVILLE DISTRICT CITY ENGINEER

APPROVED ON: *MAY 8 2024*
 CITY OF AURORA CITY ENGINEER

APPROVED ON: *MAY 8 2024*
 NAPERVILLE TOWNSHIP-HIGHWAY COMMISSIONER

PASSED: _____ 20____
 DISTRICT 1 ENGINEER OF LOCAL ROADS & STREETS
 BASED ON REVIEW: _____ 20____
 REGIONAL ENGINEER

**PRINTED BY THE AUTHORITY
 OF THE STATE OF ILLINOIS**



ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD
 ENGINEERING SCALES. REDUCED SIZE PLANS WILL NOT
 CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS
 ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

UTILITY LOCATION INFORMATION FOR EXCAVATION
 1-400-492-0123
 OR 811

CONTRACT NO.: 61G79

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202-211	NORTHEAST RETAINING WALL		
212-230	NORTHWEST RETAINING WALL		
231-237	SOUTHWEST RETAINING WALL		
238-242	STORMWATER DETENTION STORAGE CHAMBER		
243-246	PUMP STATION - GENERAL		
247-251	PUMP STATION - ELECTRICAL		
252-255	PUMP STATION - INSTRUMENTATION AND CONTROLS		
256	PUMP STATION - PROCCSS		
257-261	PUMP STATION - DETAILS		
262	CITY OF NAPEVILLE DETAILS		
263-268	IDOT DISTRICT ONE DETAILS		
269-276	PRE-STAGE & STAGE 1 NORTH AURORA ROAD CROSS SECTIONS		
277-279	TRACK - STAGING		
280-282	TRACK - TEMPORARY DEMOLITION		
283-307	TRACK - GRADING AND DRAINAGE		
308-333	TRACK - TEMPORARY TRACKWORK		
334-342	TRACK - FINAL PROSSION CONTROL		
343	TRACK - FINAL TRACKWORK		
344	TRACK - DETAILS		
345-354	TRACK - TEMPORARY CROSS SECTIONS		
355-362	TRACK - FINAL CROSS SECTIONS		
363-366	TRACK - REMOVAL PLANS		
367-369	TRACK - FINAL PROSSION CONTROL		
370-372	TRACK - FINAL TRACKWORK		
373-379	TRACK - DETAILS		
380-382	TRACK - TEMPORARY CROSS SECTIONS		
383-405	TRACK - FINAL CROSS SECTIONS		
406-425	TRACK - REMOVAL PLANS		

HIGHWAY STANDARDS

606001-08	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS
606009-02	REINFORCEMENT BARS
606003	DETAILED ARCH AND FACE OF A FOOT
606007-07	TEMPORARY EROSION CONTROL SYSTEMS
606010-12	PERMANENT JOINTS
624001-12	PENDBICULAR CURB RAMPS FOR SIDEWALKS
624006-06	DIAGONAL CURB RAMPS FOR SIDEWALKS
624011-05	CORNER PARALLEL CURB RAMPS FOR SIDEWALKS
624021-07	DEPRESSED CORNER FOR SIDEWALKS
624026-04	ENTRANCE / ALLEY PEDESTRIAN CROSSINGS
624026-04	NAME PLATE FOR BRIDGES
515001-04	PRECAST MANHOLE TYPE A 4' (1.22 m) DIAMETER
542701-03	PRECAST MANHOLE TYPE A 5' (1.52 m) DIAMETER
601001-05	PRECAST MANHOLE TYPE A 6' (1.83 m) DIAMETER
602001-02	PRECAST MANHOLE TYPE A 7' (2.13 m) DIAMETER
602011-09	PRECAST MANHOLE TYPE A 8' (2.44 m) DIAMETER
602021-09	PRECAST MANHOLE TYPE A 9' (2.74 m) DIAMETER
602001-06	MANHOLE STEPS
602001-05	FRAMES FOR MANHOLES
604001-05	GRATE TYPE B
604006-03	FRAME AND GRATE TYPE 1
604006-04	FRAME AND GRATE TYPE 2A
604001-08	CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
606201-04	OUTLET TYPE 1 FOR TYPE B GUTTER
606206-04	PC CONCRETE ISLANDS AND MEDANS
701001-02	OFF-RAD OPERATIONS, 2L 2W, MORE THAN 15' (4.5 m) AWAY
701006-05	OFF-RAD OPERATIONS, 2L 2W, 15' (4.5 m) TO 24' (600mm) FROM PAVEMENT EDGE
701011-04	OFF-RAD OPERATIONS, MULTILANE, DAY ONLY
701101-05	LANE CLOSURE, 2L 2W, NIGHT ONLY, FOR SPEEDS ≥ 45 MPH
701206-05	LANE CLOSURE, 2L 2W, MOVING OPERATIONS-DAY ONLY
701301-04	LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPER, FOR SPEEDS ≥ 40 MPH
701311-03	URBAN LANE CLOSURE, 2L 2W, UNIDIRECTIONAL LEFT TURN LANE
701501-06	URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NON-TRAVELABLE MEDIAN
701601-09	URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH BIDIRECTIONAL LEFT TURN LANE
701701-10	URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH BIDIRECTIONAL LEFT TURN LANE
701801-06	SIDWALK CLOSURE, MULTILANE INTERSECTION
701901-10	TRAFFIC CONTROL DEVICES
704001-08	TEMPORARY CONCRETE BARRIER
720001-01	SIGN PANEL MOUNTING DETAILS
720006-04	METAL POSTS FOR SIGNS, MARKERS AND DELINEATORS
720011-01	TELESCOPING STEEL SIGN SUPPORT
729001-01	APPLICATION OF TYPE A AND B METAL POSTS (FOR SIGNS & MARKERS)
731001-01	BASE FOR TELESCOPING STEEL SIGN SUPPORT
780001-05	TYPICAL PAVEMENT MARKINGS
781001-04	TYPICAL APPLICATIONS RAISED REFLECTIVE PAVEMENT MARKERS
782006-01	GUARDRAIL AND BARRIER WALL REFLECTOR MOUNTING DETAILS
805001-01	ELECTRICAL SERVICE INSTALLATION DETAILS
810001-03	HANDHOLES
810006-03	DOUBLE HANDHOLES
821101-03	LUMINAIRE WIRING IN POLE
830001-03	LIGHT POLE ALUMINUM PILET ARM
830011-03	LIGHT POLE STEEL PILET ARM
830012-03	LIGHT POLE FOUNDATION
830013-03	REMARKS FOR FOUNDATION
830014-03	CONCRETE FOUNDATION DETAILS
830015-03	CONCRETE FOUNDATION DETAILS
880001-01	SPAN WIRE MOUNTED SIGNALS AND FLASHING BEACON INSTALLATION
886001-01	DETECTOR LOOP INSTALLATIONS
886006-01	TYPICAL LAYOUTS FOR DETECTION LOOPS

IDOT DISTRICT ONE STANDARD DETAILS

BD-01	DRIVEWAY DETAILS - DISTANCE BETWEEN R.O.W. AND FACE OF CURB & EDGE OF SHOULDER > = 15' (4.5 m)
BD-02	DRIVEWAY DETAILS - DISTANCE BETWEEN R.O.W. AND FACE OF CURB < 15' (4.5 m)
BD-03	DETAIL OF CONCRETE CURB AND GUTTER
BD-04	DETAIL OF STORM SEWER CONNECTION TO EXISTING SEWER
BD-07	PAVEMENT PATCHING FOR IMA SURFACE PAVEMENT
BD-22	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS
TC-10	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS AND DRIVEWAYS (SNOWFLOW RESISTANT)
TC-11	DISTRICT ONE TYPE A
TC-13	DISTRICT ONE TYPE B
TC-14	TRAFFIC CONTROL AND PROTECTION AT TURN BAYS (TO REMAIN OPEN TO TRAFFIC)
TC-16	PAVEMENT MARKING LETTERS AND SYMBOLS FOR TRAFFIC STAGING
TC-21	ARTERIAL ROAD INFORMATION SIGN
TC-22	DRIVEWAY ENTRANCE SIGNING
TC-26	DRIVEWAY ENTRANCE SIGNING

CITY OF NAPEVILLE DETAILS

380.01	SANITARY SEWER MANHOLE - FRAME & COVER
380.02	SANITARY MANHOLE - FRAME & COVER
380.10	TRENCH SECTION FOR PVC PIPE
480.01	VALVE VAULT
480.02	VALVE VAULT WITH CAST/DUCTILE IRON SLEEVE PRESSURE TAP
480.04	VALVE VAULT - FRAME & COVER
480.05	VALVE BOX
480.06	HYDRANT
480.10	WATER MAIN TRENCH SECTION
480.11	THRUST BLOCK
480.13	LOWERING/ADJUSTING WATER MAIN
480.14	WATER MAIN PROTECTION FROM EXISTING STORM SLURRY PIPE
690.06	TRUSS ARM STREET LIGHT DETAIL - 40 FOOT
690.12	HELIUM TYPE POLE FOUNDATION DETAIL
690.16	TRANSFORMER BASE - 9 INCH
690.23	TYPICAL STREET LIGHT CONNECTION
690.30	TYPICAL TRENCH DETAIL
690.03	THE ROBART EROSION CONTROL MEASURE - SILT FENCE
780.10	THE ROBART EROSION CONTROL MEASURE - SILT FENCE

CITY OF AURORA DETAILS

EXHIBIT III-A-1	WATER TRENCH DETAIL PAVED & UNPAVED
EXHIBIT III-C2	SANITARY AND WATER SERVICE SEPARATION
EXHIBIT III-C3	THRUST BLOCKING
EXHIBIT III-C4	VALVE IN VAULT
EXHIBIT III-C5	TYPICAL VALVE AND BOX
EXHIBIT III-C6	TYPICAL VALVE AND BOX WITH INSULATION
EXHIBIT III-C7	WATER MAIN INSTALLATION LENGTH TABLE
EXHIBIT III-C8	WATER MAIN RESTRAINT DETAIL

SCALE: NONE	SHEET 2 OF 2	SHEET 111	10 STA.
STATE OF ILLINOIS			
DEPARTMENT OF TRANSPORTATION			
INDEX OF SHEETS AND JOINT HIGHWAY STANDARDS			
NORTH AURORA ROAD		SECTION	
PENNSBURY LANE TO FRONTENAC ROAD		DE-00117-000-BM	
COUNTY		SHEET	
DUPAGE		425	
CONTRACT NO.		61079	



DESIGNED BY	MAH
CHECKED BY	BMK
DATE	8/28/2014

REVISION	DATE
1	8/28/2014

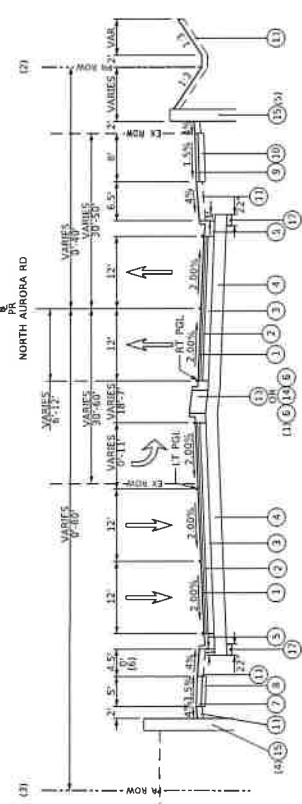
DATE	BY	REVISION

DATE	BY	REVISION

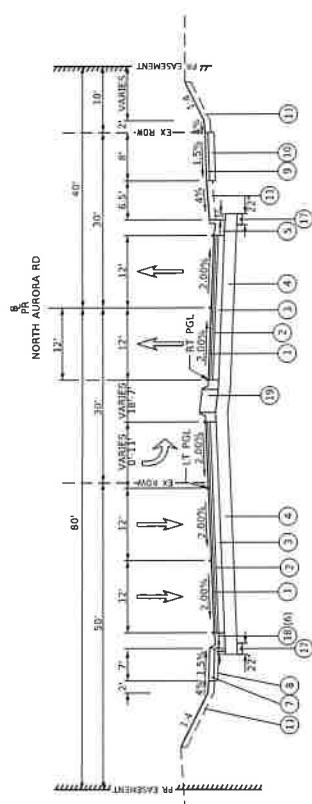
FILE NAME = 88697-INDEX OF SHEETS

PROPOSED

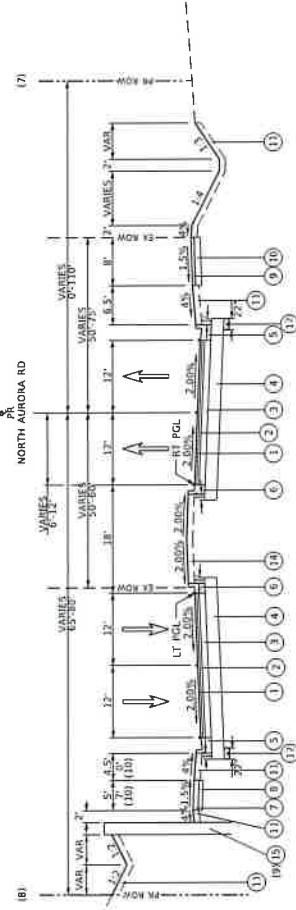
- 1 POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "E", N70 - 2" (CONTRACTOR SHALL USE ECHELON PAVING FOR THE SURFACE COURSE)
- 2 POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90 - 2 1/4"
- 3 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N90 - 6"
- 4 AGGREGATE SUBGRADE IMPROVEMENT 12"
- 5 COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.24
- 6 COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12
- 7 PORTLAND CEMENT CONCRETE SIDEWALK 5"
- 8 AGGREGATE BASE COURSE, TYPE B 4"
- 9 HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", NS0 - 3"
- 10 AGGREGATE BASE COURSE, TYPE B 8"
- 11 TOPSOIL EXCAVATION AND PLACEMENT 24" AND SEEDING AS NOTED ON THE PLANS
- 12 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION
- 13 CONCRETE MEDIAN, TYPE SB 6.12
- 14 TOPSOIL EXCAVATION AND PLACEMENT 24" AND SEEDING AS NOTED ON THE PLANS
- 15 PROPOSED RETAINING WALL USE RETAINING WALL PLANS FOR DETAILS
- 16 AGGREGATE SUBGRADE IMPROVEMENT
- 17 PIPE UNDERDRAINS, TYPE 2, 4"
- 18 COMBINATION CONCRETE CURB & GUTTER, TYPE M-6.24
- 19 CONCRETE MEDIAN, TYPE SM-4.12



PROPOSED TYPICAL SECTION
NORTH AURORA ROAD
STATION 98+00.00 TO STATION 98+22.30
STATION 108+96.80 TO STATION 110+60.40



PROPOSED TYPICAL SECTION
NORTH AURORA ROAD (THROUGH CULVERT ROW)
STATION 106+70.00 TO STATION 108+96.80

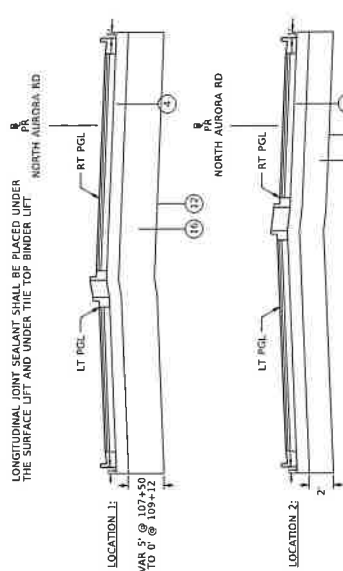


PROPOSED TYPICAL SECTION
NORTH AURORA ROAD
STATION 110+60.40 TO STATION 114+12.10

- (1) STA 98+00.00 TO STA 98+22.30 AND STA 108+00.00 TO STA 110+60.40
- (2) PROPOSED ROW (RIGHT)
STA 108+30.50 TO STA 109+05.00 AND STA 110+19.41 TO STA 110+60.40
- (3) PROPOSED ROW (LEFT)
STA 110+39.53 TO STA 110+60.40
- (4) PROPOSED RETAINING WALL/WALKINGWALL (LEFT)
STA 110+07.59 TO STA 110+60.40
- (5) PROPOSED RETAINING WALL/WALKINGWALL (RIGHT)
STA 108+31.50 TO STA 109+47.34

- (6) PROPOSED C&G M-6.24
STA 107+35 TO STA 107+75

- (7) PROPOSED ROW (RIGHT)
STA 110+60.40 TO STA 114+12.10
- (8) PROPOSED ROW (LEFT)
STA 98+00.00 TO STA 01+40.00 AND STA 110+60.40 TO STA 114+12.10
- (9) PROPOSED RETAINING WALL (LEFT)
STA 110+60.40 TO STA 114+12.10
- (10) PROPOSED SIDEWALK IS 7' WIDE AND SHALL BE CONCRETE WITH CURB & GUTTER FROM STA 98+94.61 TO STA 101+40



ESTIMATED UNDERCUT LIMITS
LOCATION 1: STATION 107+50.00 TO STATION 109+12.00
LOCATION 2: STATION 117+00.00 TO STATION 117+85.00

NORTH AURORA ROAD PENNINSBURY LANE TO FRONTENAC ROAD PROPOSED TYPICAL SECTIONS		SECTION DR-2013-02-01H		COUNTY ILLINOIS		SHEET NO. 3 OF 6 SHEETS		TOTAL SHEET COUNTY NO. 61273	
SCALE: NONE		TO STA.		SHEET 3 OF 6 SHEETS		TO STA.		CONTRACT NO. 61273	

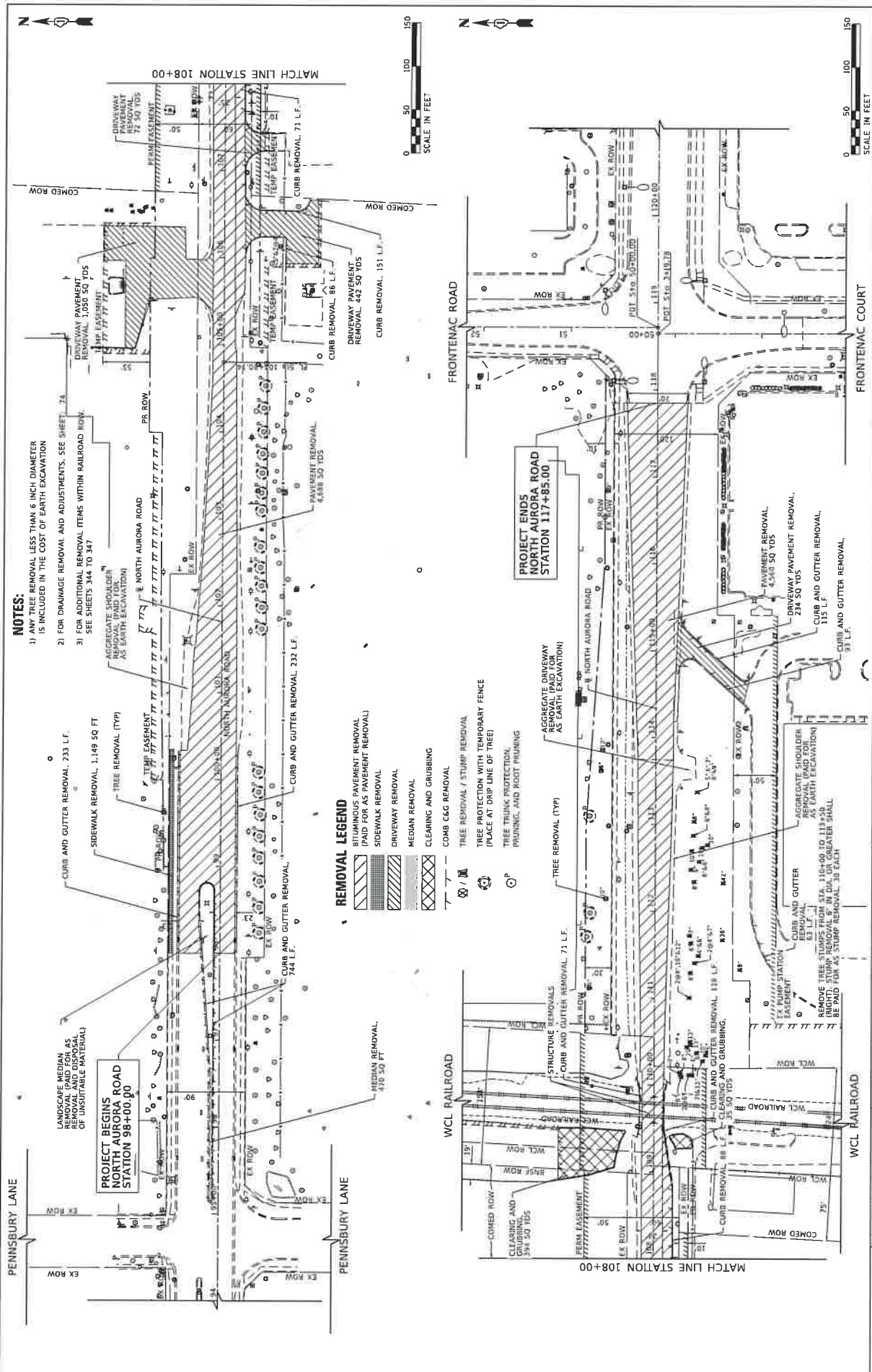
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		NORTH AURORA ROAD PENNINSBURY LANE TO FRONTENAC ROAD PROPOSED TYPICAL SECTIONS	
DESIGNED BY	CHECKED BY	DATE	REVISED BY
DATE	DATE	DATE	DATE

DESIGNED BY	CHECKED BY	DATE	REVISED BY
DATE	DATE	DATE	DATE

DATE	DATE	DATE	DATE
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DATE	DATE	DATE	DATE
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TRNSYSTEMS



NOTES:

- 1) ANY TREE REMOVAL LESS THAN 6 INCH DIAMETER IS INCLUDED IN THE COST OF EARTH EXCAVATION
- 2) FOR DRAINAGE REMOVAL AND ADJUSTMENTS, SEE SHEET 74
- 3) FOR ADDITIONAL REMOVAL ITEMS WITHIN RAILROAD ROW, SEE SHEETS 344 TO 347

LANDSCAPE MEDIAN REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

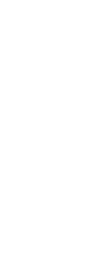
PROJECT BEGINS NORTH AURORA ROAD STATION 98+00.00

PROJECT ENDS NORTH AURORA ROAD STATION 117+85.00

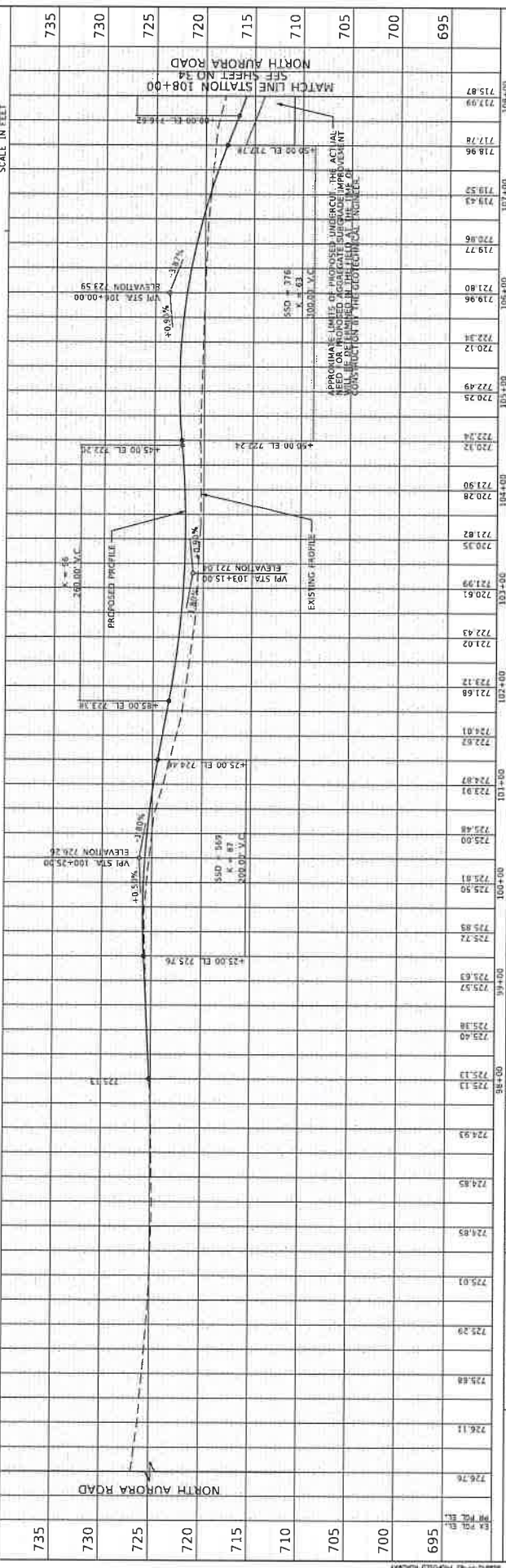
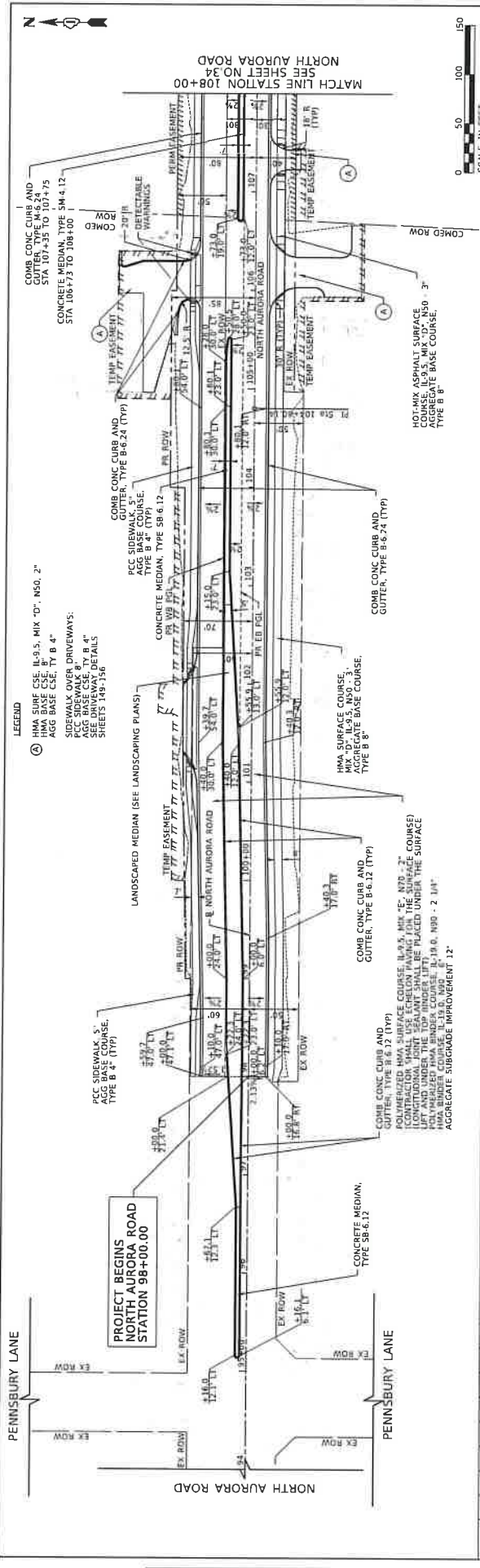
MATCH LINE STATION 108+00

MATCH LINE STATION 108+00

TRANSSYSTEMS DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS NORTH AURORA ROAD PENNSBURY LANE TO FRONTENAC ROAD REMOVAL		SHEET 1 OF 1 SCALE: 1"=50' CONTRACT NO. 6/079
REVISIONS NO. DATE BY 1 11/17/2024 2 11/17/2024 3 11/17/2024	DATE: 11/17/2024 DRAWN BY: [Name] CHECKED BY: [Name] DESIGNED BY: [Name]	COUNTY: [County] DISTRICT: [District] SECTION: [Section]



DATE: 11/17/2024	SCALE: 1"=50'	SHEET: 1 OF 1	CONTRACT NO. 6/079
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STATION	ELEVATION	SECTION	DATE	BY	CHECKED	DATE	BY
735	715.87	107+00					
730	717.78	107+00					
725	719.53	107+00					
720	720.86	107+00					
715	721.80	107+00					
710	722.34	107+00					
705	722.49	107+00					
700	722.50	107+00					
695	722.50	107+00					

PROJECT BEGINS NORTH AURORA ROAD STATION 98+00.00

PROJECT ENDS NORTH AURORA ROAD STATION 108+00.00

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD

PENNSBURRY LANE TO FRONTENAC ROAD

PLAN AND PROFILE

SHEET 1 OF 2 SHEETS STA. 98+00.00 TO STA. 108+00.00

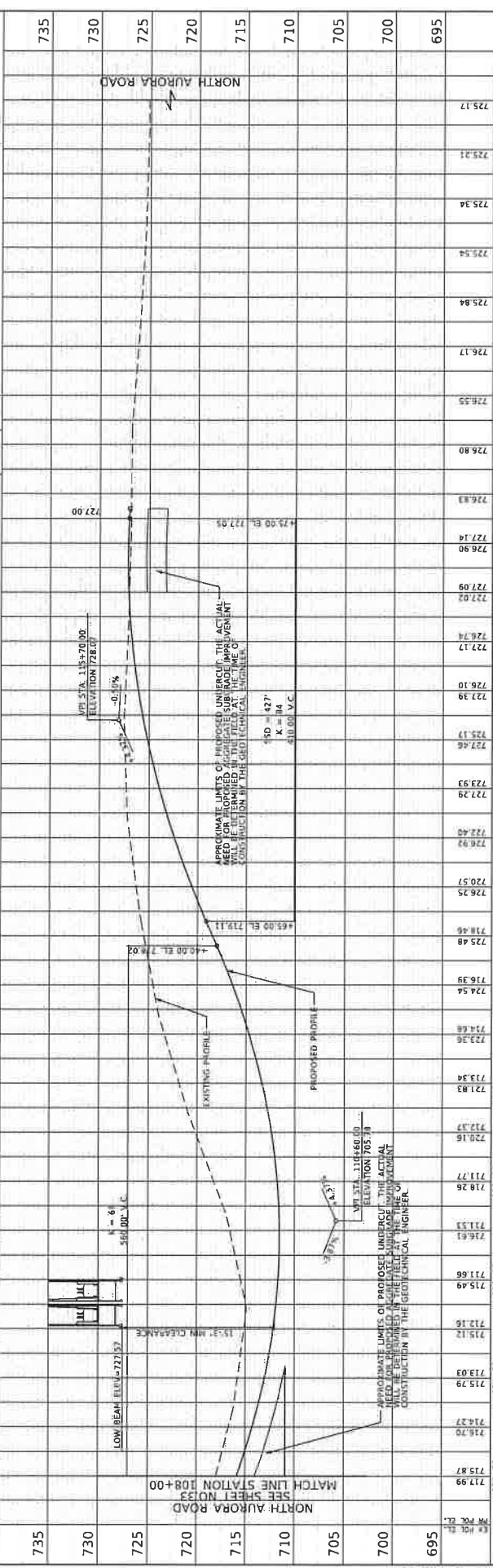
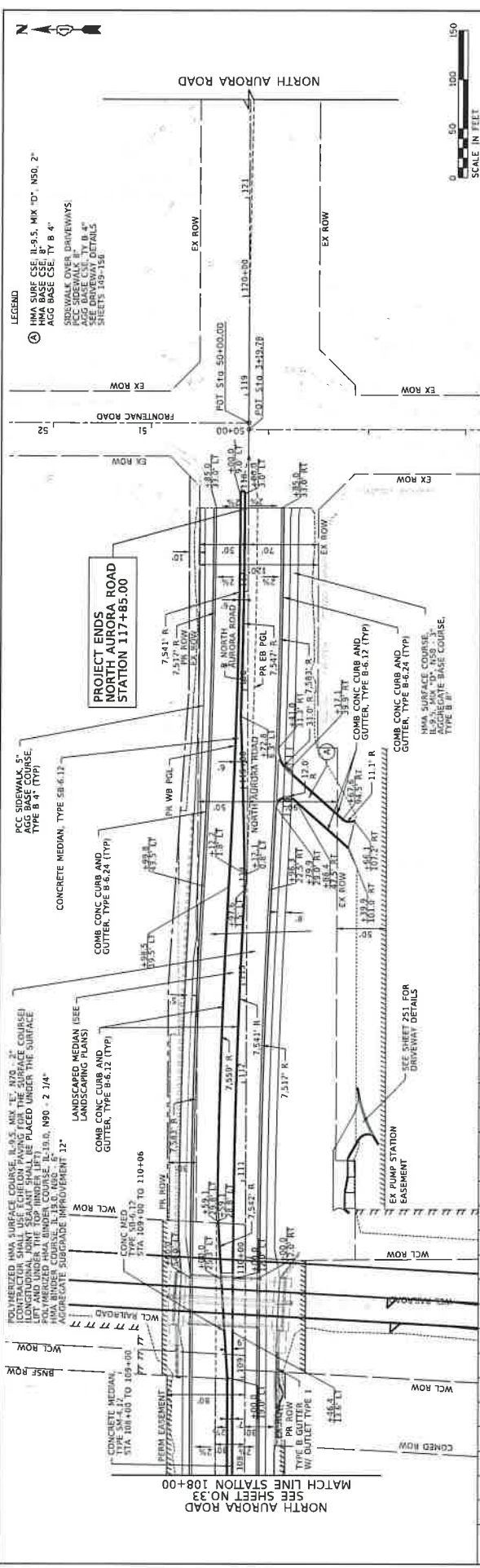
SCALE: 1"=50'

DATE: 8/28/2024

PROJECT NO. 10707

CONTRACT NO. 61073

DESIGNED BY: JRM/MLK



LEGEND

- ⊙ HMA SURF CSE IL-9.5, MIX "D", NS0, 2"
- ⊙ HMA BASE CSE B"
- ⊙ AGG BASE CSE TY B 4"
- ⊙ SIDEWALK OVER DRIVEWAYS
- ⊙ CONCRETE CURB AND GUTTER
- ⊙ AGG BASE CSE TY B 4"
- ⊙ SEE DRIVEWAY DETAILS
- ⊙ SHEETS 149-151

PROJECT ENDS NORTH AURORA ROAD STATION 117+85.00

STATION	ELEVATION
735	725.17
730	725.21
725	725.34
720	725.54
715	725.84
710	726.17
705	726.54
700	726.80
695	726.88

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
PLAN AND PROFILE

SHEET 2 OF 2 SHEETS 204 108+00.00 TO STA. 127+00.00
SCALE: 1"=50'

FILE NO.	SECTION	COUNTY	PROJECT NO.
204 108+00.00 TO STA. 127+00.00	204 108+00.00 TO STA. 127+00.00	DEWITT	204 108+00.00 TO STA. 127+00.00

TRANSYSTEMS

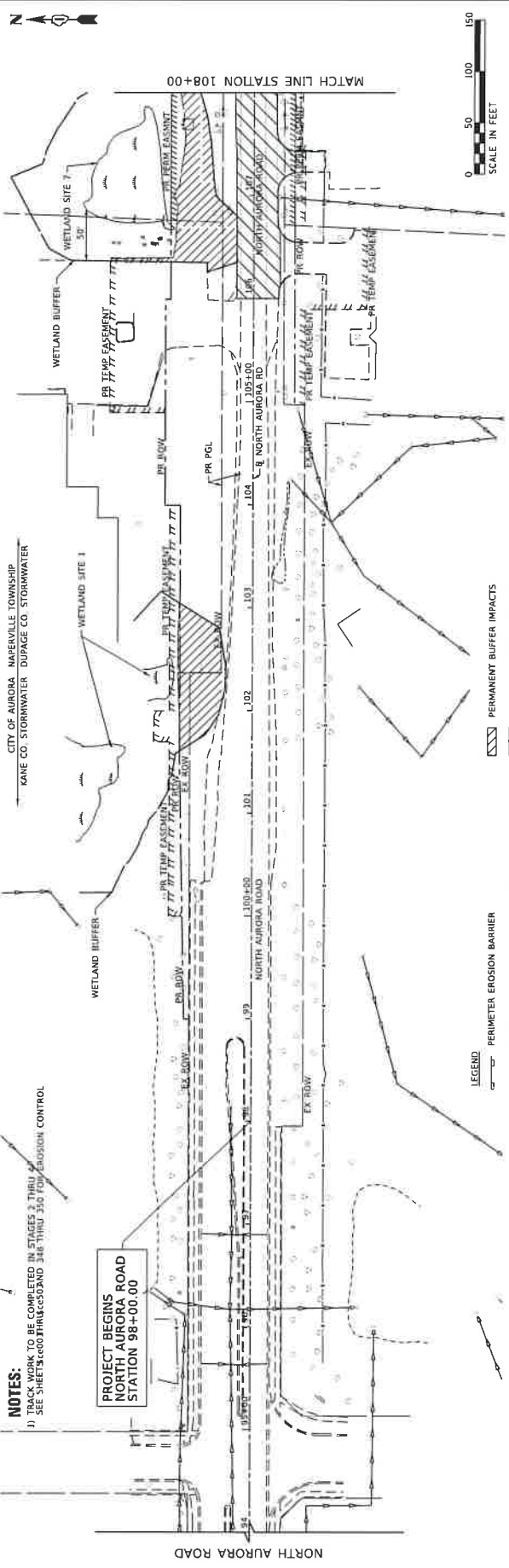
DESIGNED BY: MWH
CHECKED BY: BVM
DATE: 8/28/2024

APPROXIMATE LIMITS OF PROPOSED IMPROVEMENT
NEED FOR FURTHER STUDY OF THE PROPOSED IMPROVEMENT
CONSTRUCTION BY THE GEO TECHNICAL ENGINEER



NOTES:
 1) TRACK WORK TO BE COMPLETED IN STAGES 2 THRU 4.
 SEE SHEETS 001 THROUGH 004 FOR EROSION CONTROL.

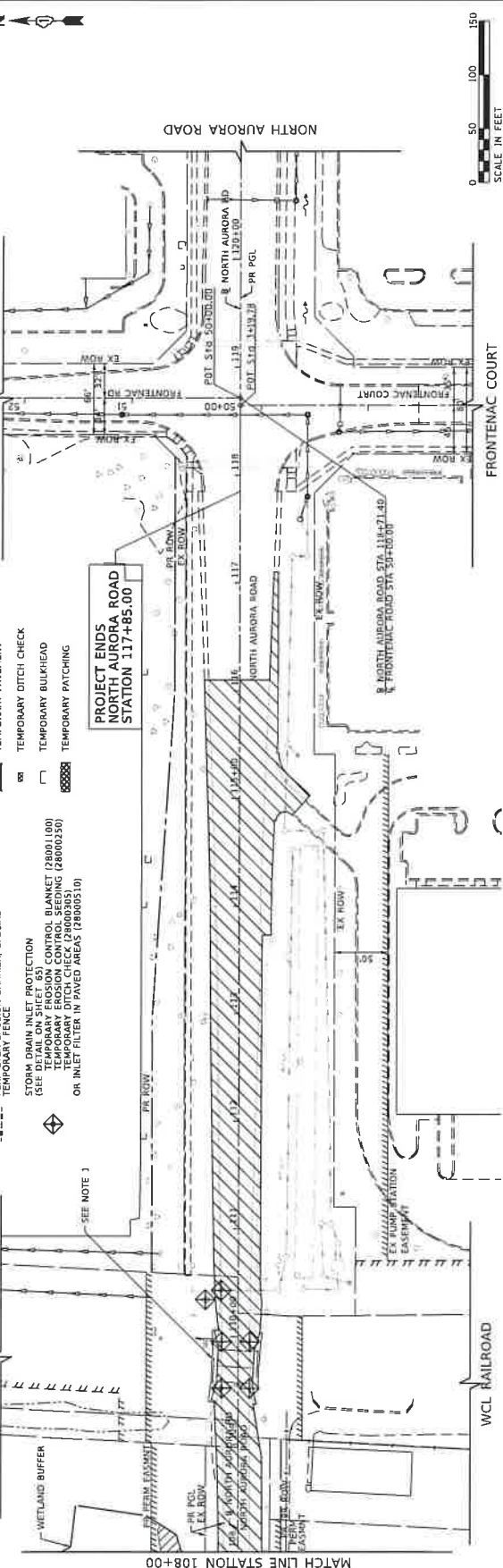
PROJECT BEGINS
 NORTH AURORA ROAD
 STATION 98+00.00



- LEGEND**
- PERIMETER EROSION BARRIER
 - DUAL PERIMETER EROSION BARRIER
 - PERIMETER EROSION BARRIER, SPECIAL
 - TEMPORARY FENCE
 - STORM DRAIN INLET PROTECTION
(SEE DETAIL ON SHEET 05)
 - TEMPORARY EROSION CONTROL BLANKET (28001100)
 - TEMPORARY EROSION CONTROL BLANKET (28000250)
 - TEMPORARY DITCH CHECK (28000300)
 - OR INLET FILTER IN PAVED AREAS (28000510)
 - PERMANENT BUFFER IMPACTS
 - CONSTRUCTION WORK ZONE
 - TEMPORARY PAVEMENT
 - TEMPORARY DITCH CHECK
 - TEMPORARY BULKHEAD
 - TEMPORARY PATCHING



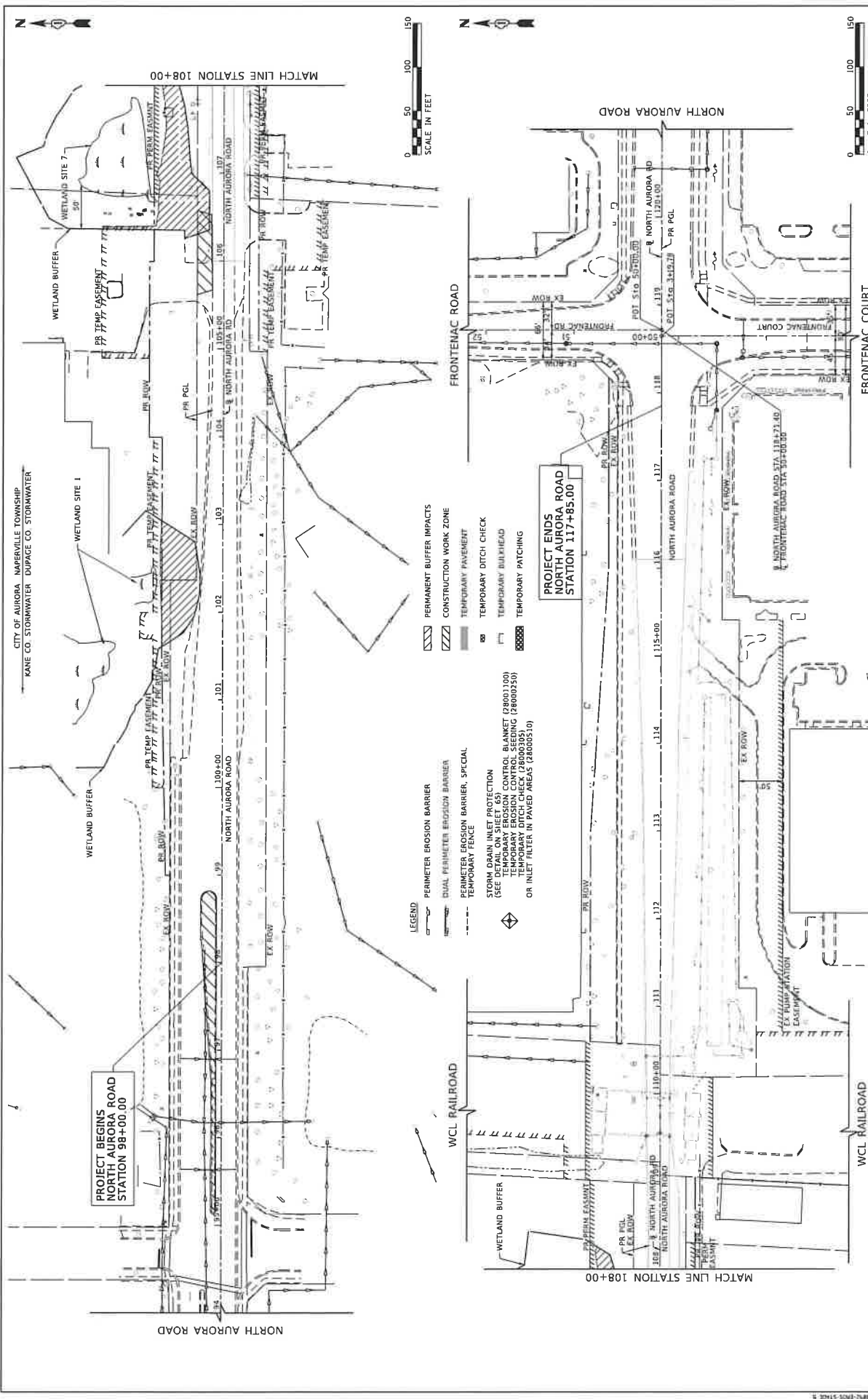
PROJECT ENDS
 NORTH AURORA ROAD
 STATION 117+85.00



USER NAME	DESIGNED	BY	DATE	SCALE	SHEET NO.	TOTAL SHEETS
PROJECT NAME	CHECKED	BY	DATE	1"=50'	3	4
PROJECT NUMBER	REVISIONS	BY	DATE	SECTION		
PROJECT SCALE	1"=50'	NORTH AURORA ROAD AND FRONTENAC ROAD EROSION CONTROL STAGE				
PROJECT DATE	10/17/2024	COUNTY				
		DUPAGE				
		CONTRACT NO. 61679				
		DRAWING DATE: 10/17/2024				

TRANSYSTEMS

FILE NAME: \\server\projects\61679\61679-001.dwg
 PROJECT NUMBER: 61679
 SHEET NUMBER: 001
 TOTAL SHEETS: 004



PROJECT	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
SECTION	NORTH AURORA ROAD EROSION CONTROL - STAGE 5
DATE	8/28/2024
SCALE	1" = 40'
SHEET NO.	8
CONTRACT NO.	DR-0013-20-08
PROJECT NO.	11400100

LEGEND

- PERMANENT EROSION BARRIER
- DUAL PERIMETER EROSION BARRIER
- PERIMETER EROSION BARRIER, SPECIAL
- TEMPORARY FENCE
- STOP/DRAIN INLET PROTECTION (SEE DETAIL ON SHEET 05)
- TEMPORARY EROSION CONTROL BLANKET (28001100)
- TEMPORARY EROSION CONTROL SEEDING (28000350)
- OR INLET FILTER IN PAVED AREAS (28000510)

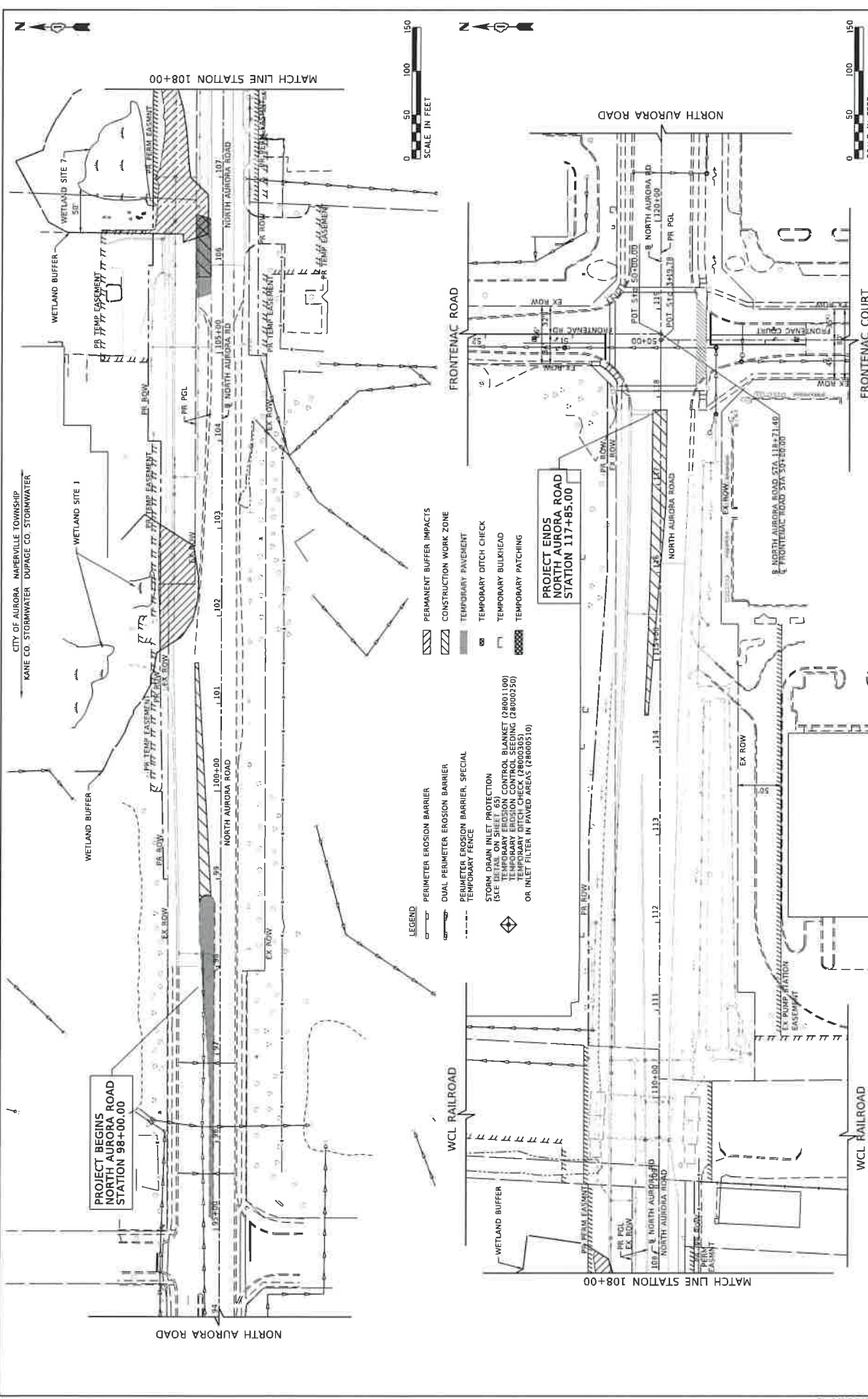
LEGEND

- PERMANENT BUFFER IMPACTS
- CONSTRUCTION WORK ZONE
- TEMPORARY PATHEMENT
- TEMPORARY DITCH CHECK
- TEMPORARY BUI W/HEAD
- TEMPORARY PATCHING

PROJECT BEGINS NORTH AURORA ROAD STATION 98+00.00

PROJECT ENDS NORTH AURORA ROAD STATION 117+85.00

FILE NAME	88825-EN05-31002 5
DATE	8/28/2024
SCALE	1" = 40'
SHEET NO.	8
CONTRACT NO.	DR-0013-20-08
PROJECT NO.	11400100



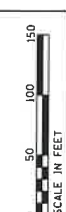
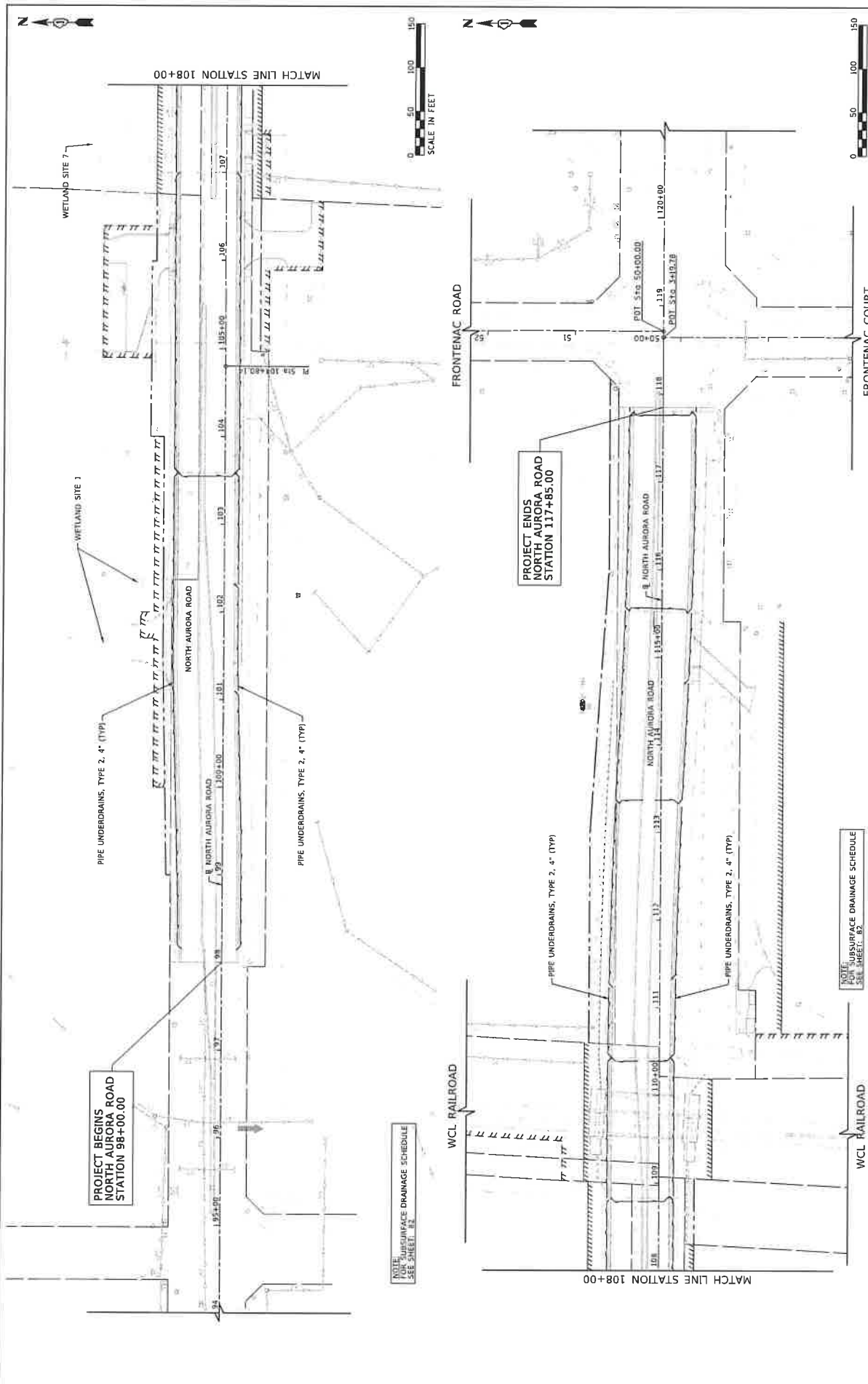
TRANSYSTEMS 1000 N. WILSON AVENUE, SUITE 100 AURORA, ILLINOIS 60112 TEL: 630-591-7000 FAX: 630-591-7001 WWW.TRANSYSTEMS.COM		SHEET NO. 214 OF 214 SHEET 1 OF 8 CONTRACT NO. 61679	
PROJECT: NORTH AURORA ROAD STATION 98+00 TO 108+00 DRAWN BY: J. HARRIS CHECKED BY: J. HARRIS DATE: 8/28/2014		COUNTY: DUPAGE SECTION: 1509 TOWNSHIP: 150N RANGE: 6E	
PROJECT: NORTH AURORA ROAD STATION 117+85.00 TO 118+71.40 DRAWN BY: J. HARRIS CHECKED BY: J. HARRIS DATE: 8/28/2014		COUNTY: DUPAGE SECTION: 1509 TOWNSHIP: 150N RANGE: 6E	

PLAN

DATE: 8/28/2014
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 SCALE: AS SHOWN

PROFILE

DATE: 8/28/2014
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 SCALE: AS SHOWN



PROJECT BEGINS
NORTH AURORA ROAD
STATION 98+00.00

PROJECT ENDS
NORTH AURORA ROAD
STATION 117+85.00

NOTE:
FOR SUBSURFACE DRAINAGE SCHEDULE
SEE SHEET 82.

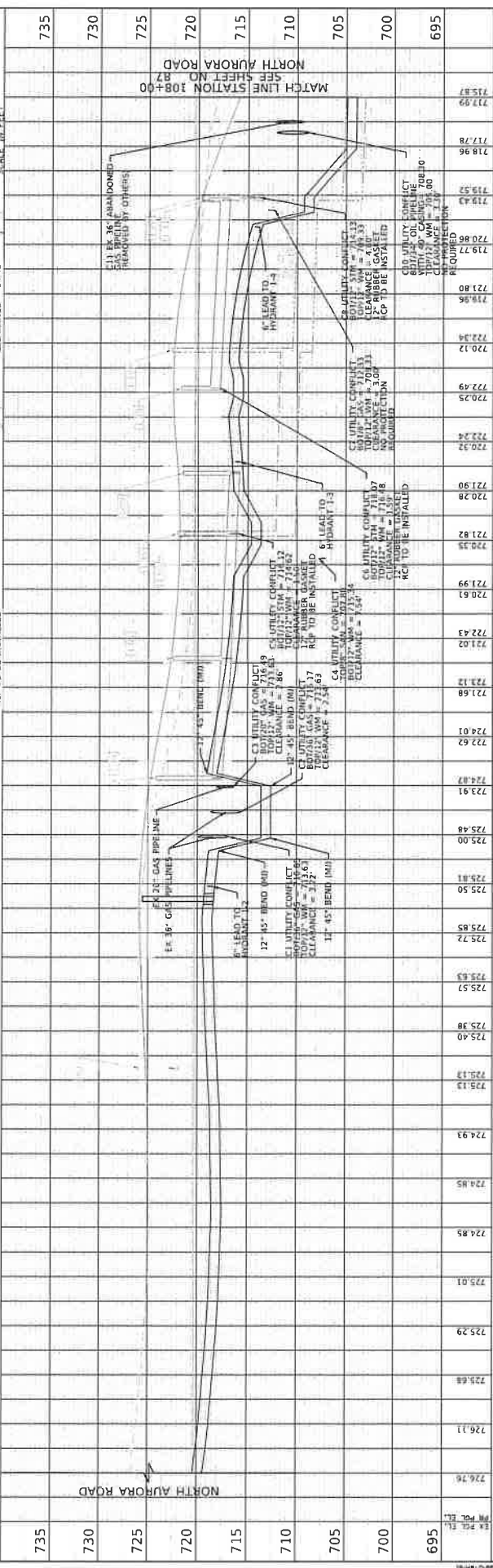
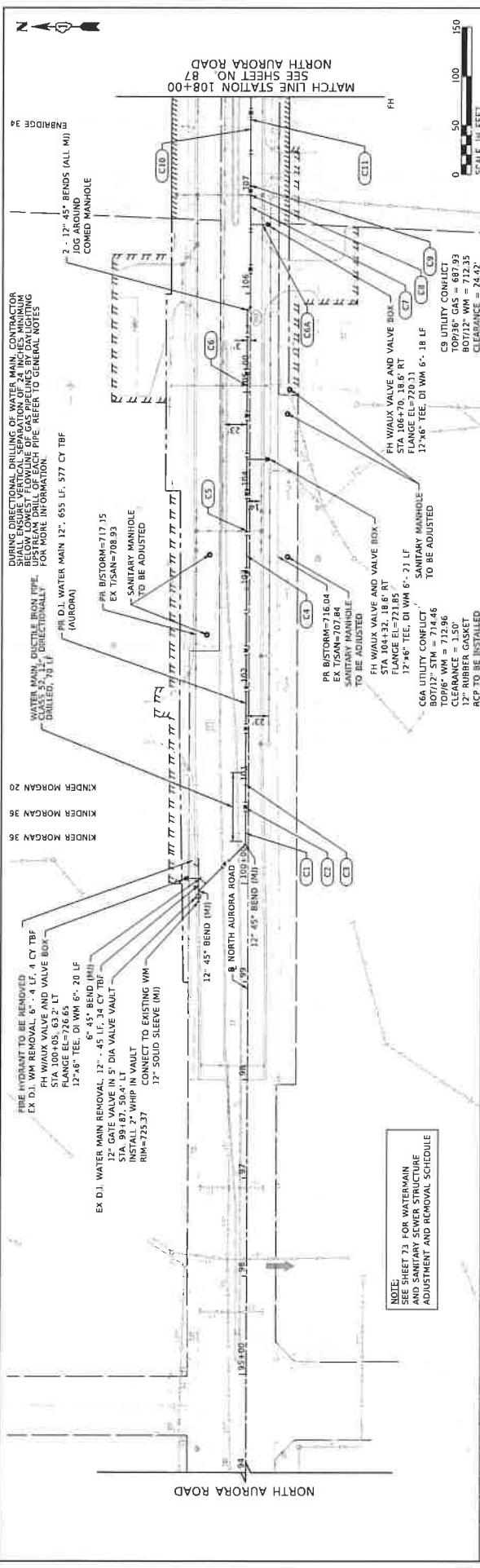
NOTE:
FOR SUBSURFACE DRAINAGE SCHEDULE
SEE SHEET 82.

PLN	DATE	BY
REV		
NOTE BOOK		
DATE FILED		

PROFILE	DATE
SCALE	
PLANNING	
ENGINEERING	

		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	
PROJECT NAME: North Aurora Road PLAN SCALE: 1"=100' PLOT DATE: 11/17/2024	SHEET NO.: 61273 SHEET OF: 2	SECTION: COUNTY: DuPage DISTRICT: 00-00132-02-00 CONTRACT NO.: 61273	SCALE: 1"=50' SHEET NO.: 61273 SHEET OF: 2

DESIGNED	DATE
CHECKED	DATE
APPROVED	DATE



STATION	ELEVATION	DESCRIPTION
108+00	715.87	MATCH LINE STATION 108+00
107+75	718.96	718.96
107+50	719.52	719.52
107+25	719.77	719.77
107+00	720.86	720.86
106+75	721.80	721.80
106+50	722.34	722.34
106+25	722.49	722.49
106+00	722.52	722.52
105+75	722.34	722.34
105+50	720.12	720.12
105+25	722.49	722.49
105+00	722.34	722.34
104+75	720.28	720.28
104+50	721.90	721.90
104+25	721.82	721.82
104+00	720.55	720.55
103+75	721.99	721.99
103+50	720.61	720.61
103+25	722.43	722.43
103+00	721.02	721.02
102+75	722.12	722.12
102+50	721.68	721.68
102+25	724.01	724.01
102+00	724.87	724.87
101+75	723.91	723.91
101+50	725.48	725.48
101+25	725.00	725.00
101+00	725.50	725.50
100+75	725.85	725.85
100+50	725.72	725.72
100+25	725.85	725.85
100+00	725.83	725.83
99+75	725.57	725.57
99+50	725.38	725.38
99+25	725.40	725.40
99+00	725.13	725.13
98+75	725.13	725.13
98+50	724.93	724.93
98+25	724.85	724.85
98+00	724.85	724.85
97+75	725.01	725.01
97+50	725.29	725.29
97+25	725.68	725.68
97+00	726.11	726.11
96+75	726.76	726.76
96+50	727.11	727.11
96+25	727.11	727.11
96+00	727.11	727.11
95+75	727.11	727.11
95+50	727.11	727.11
95+25	727.11	727.11
95+00	727.11	727.11
94+75	727.11	727.11
94+50	727.11	727.11
94+25	727.11	727.11
94+00	727.11	727.11
93+75	727.11	727.11
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93+25	727.11	727.11
93+00	727.11	727.11
92+75	727.11	727.11
92+50	727.11	727.11
92+25	727.11	727.11
92+00	727.11	727.11
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91+50	727.11	727.11
91+25	727.11	727.11
91+00	727.11	727.11
90+75	727.11	727.11
90+50	727.11	727.11
90+25	727.11	727.11
90+00	727.11	727.11
89+75	727.11	727.11
89+50	727.11	727.11
89+25	727.11	727.11
89+00	727.11	727.11
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88+00	727.11	727.11
87+75	727.11	727.11
87+50	727.11	727.11
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86+00	727.11	727.11
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85+50	727.11	727.11
85+25	727.11	727.11
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77+25	727.11	727.11
77+00	727.11	727.11
76+75	727.11	727.11
76+50	727.11	727.11
76+25	727.11	727.11
76+00	727.11	727.11
75+75	727.11	727.11
75+50	727.11	727.11
75+25	727.11	727.11
75+00	727.11	727.11

NOTE: SEE SHEET 73 FOR WATERMAIN ADJUSTMENT AND REMOVAL SCHEDULE

SCALE: 1"=50'

SCALE: 1"=100'

SCALE: 1"=200'

SCALE: 1"=400'

SCALE: 1"=800'

SCALE: 1"=1600'

SCALE: 1"=3200'

SCALE: 1"=6400'

SCALE: 1"=12800'

SCALE: 1"=25600'

SCALE: 1"=51200'

SCALE: 1"=102400'

SCALE: 1"=204800'

SCALE: 1"=409600'

SCALE: 1"=819200'

SCALE: 1"=1638400'

SCALE: 1"=3276800'

SCALE: 1"=6553600'

SCALE: 1"=13107200'

SCALE: 1"=26214400'

SCALE: 1"=52428800'

SCALE: 1"=104857600'

SCALE: 1"=209715200'

SCALE: 1"=419430400'

SCALE: 1"=838860800'

SCALE: 1"=1677721600'

SCALE: 1"=3355443200'

SCALE: 1"=6710886400'

SCALE: 1"=13421772800'

SCALE: 1"=26843545600'

SCALE: 1"=53687091200'

SCALE: 1"=107374182400'

SCALE: 1"=214748364800'

SCALE: 1"=429496729600'

SCALE: 1"=858993459200'

SCALE: 1"=1717986918400'

SCALE: 1"=3435973836800'

SCALE: 1"=6871947673600'

SCALE: 1"=13743895347200'

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SCALE: 1"=54975581388800'

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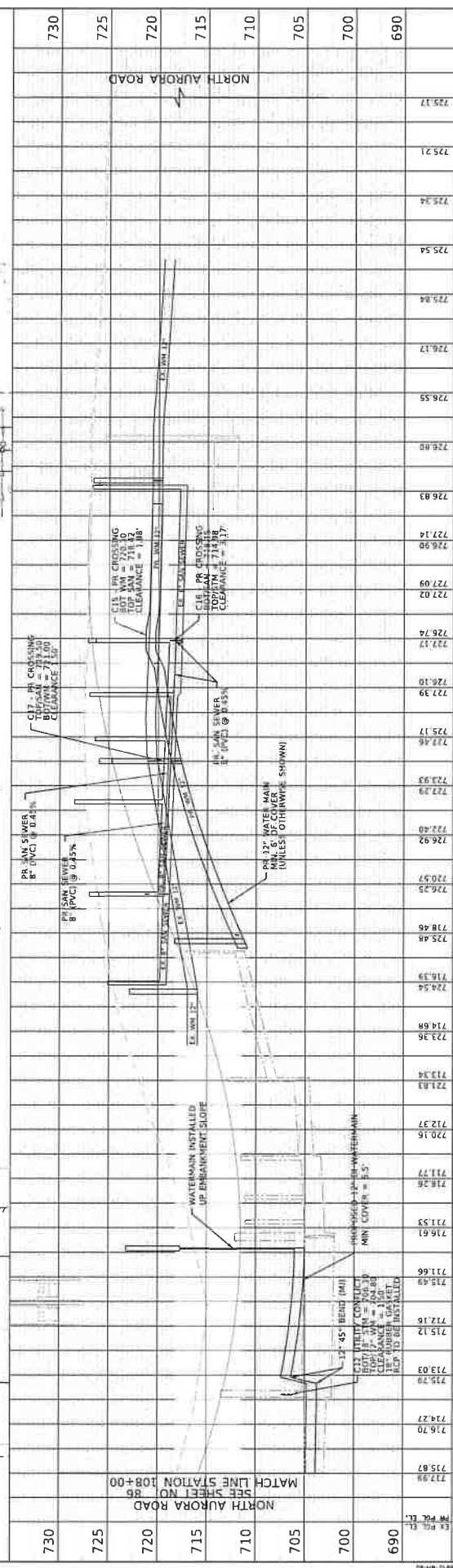
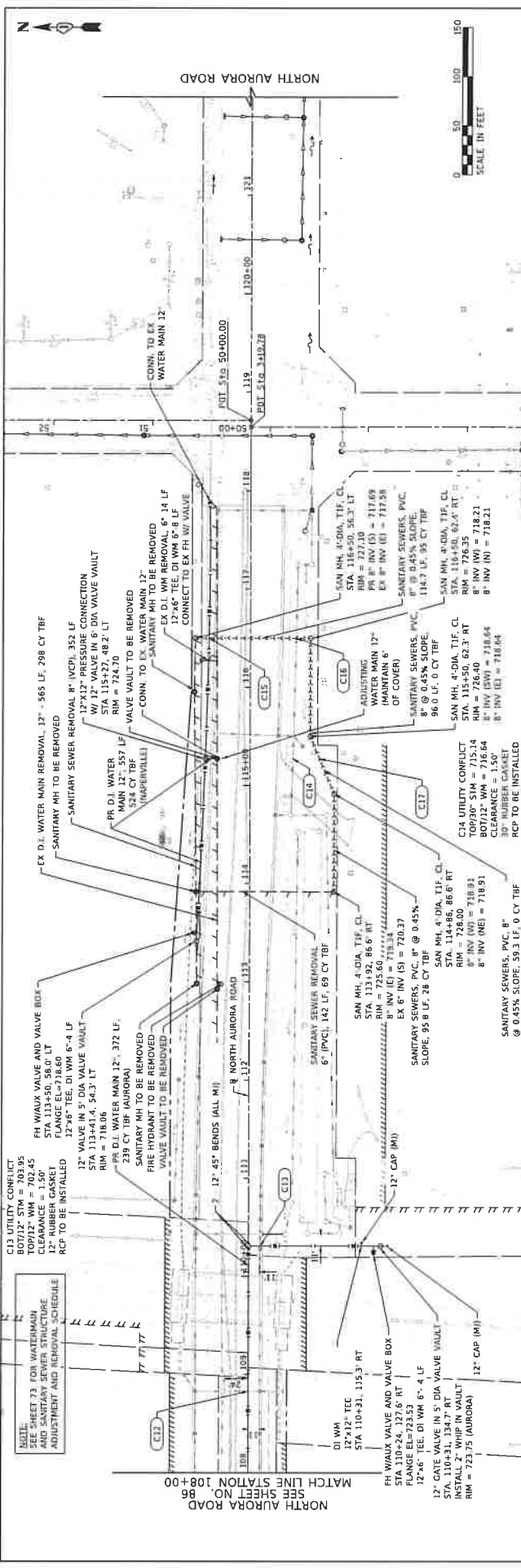
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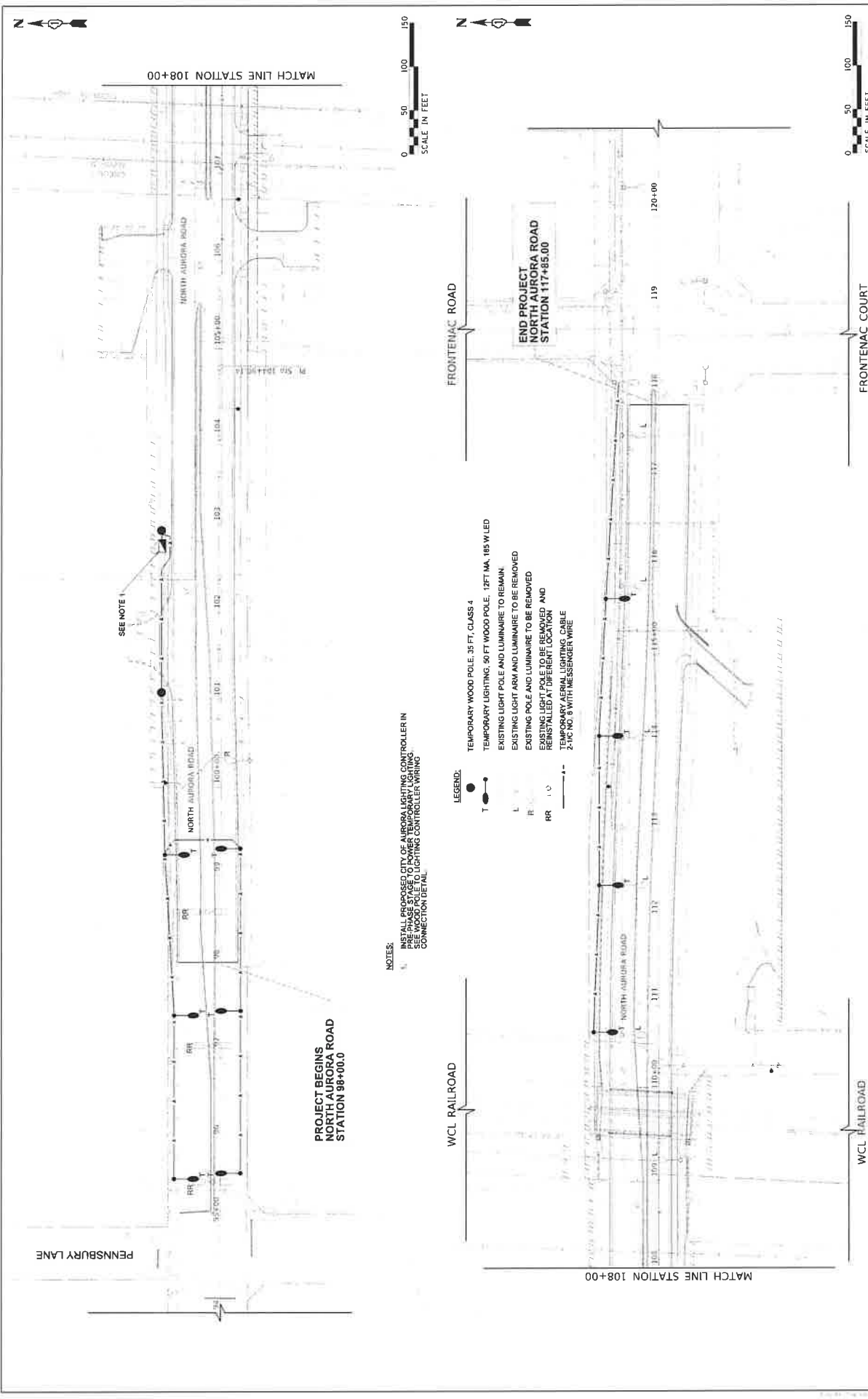
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SCALE: 1"=57089907709293926400485520033758707380633600'

SCALE: 1"=11417981541858785280097104006751741536127200'



STATION	SEWER MAIN	SANITARY SEWER	ELEVATION (FT)
108+00			717.99
108+10			717.99
108+20			717.99
108+30			717.99
108+40			717.99
108+50			717.99
108+60			717.99
108+70			717.99
108+80			717.99
108+90			717.99
109+00			717.99
109+10			717.99
109+20			717.99
109+30			717.99
109+40			717.99
109+50			717.99
109+60			717.99
109+70			717.99
109+80			717.99
109+90			717.99
110+00			717.99
110+10			717.99
110+20			717.99
110+30			717.99
110+40			717.99
110+50			717.99
110+60			717.99
110+70			717.99
110+80			717.99
110+90			717.99
111+00			717.99
111+10			717.99
111+20			717.99
111+30			717.99
111+40			717.99
111+50			717.99
111+60			717.99
111+70			717.99
111+80			717.99
111+90			717.99
112+00			717.99
112+10			717.99
112+20			717.99
112+30			717.99
112+40			717.99
112+50			717.99
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112+70			717.99
112+80			717.99
112+90			717.99
113+00			717.99
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118+90			717.99
119+00			717.99
119+10			717.99
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119+30			717.99
119+40			717.99
119+50			717.99
119+60			717.99
119+70			717.99
119+80			717.99
119+90			717.99
120+00			717.99



NOTES:
 1. INSTALL PROPOSED CITY OF AURORA LIGHTING CONTROLLER IN PRE-PHASE STAGE TO POWER TEMPORARY LIGHTING. VERIFY CONNECTION TO LIGHTING CONTROLLER WIRING CONNECTION DETAIL.

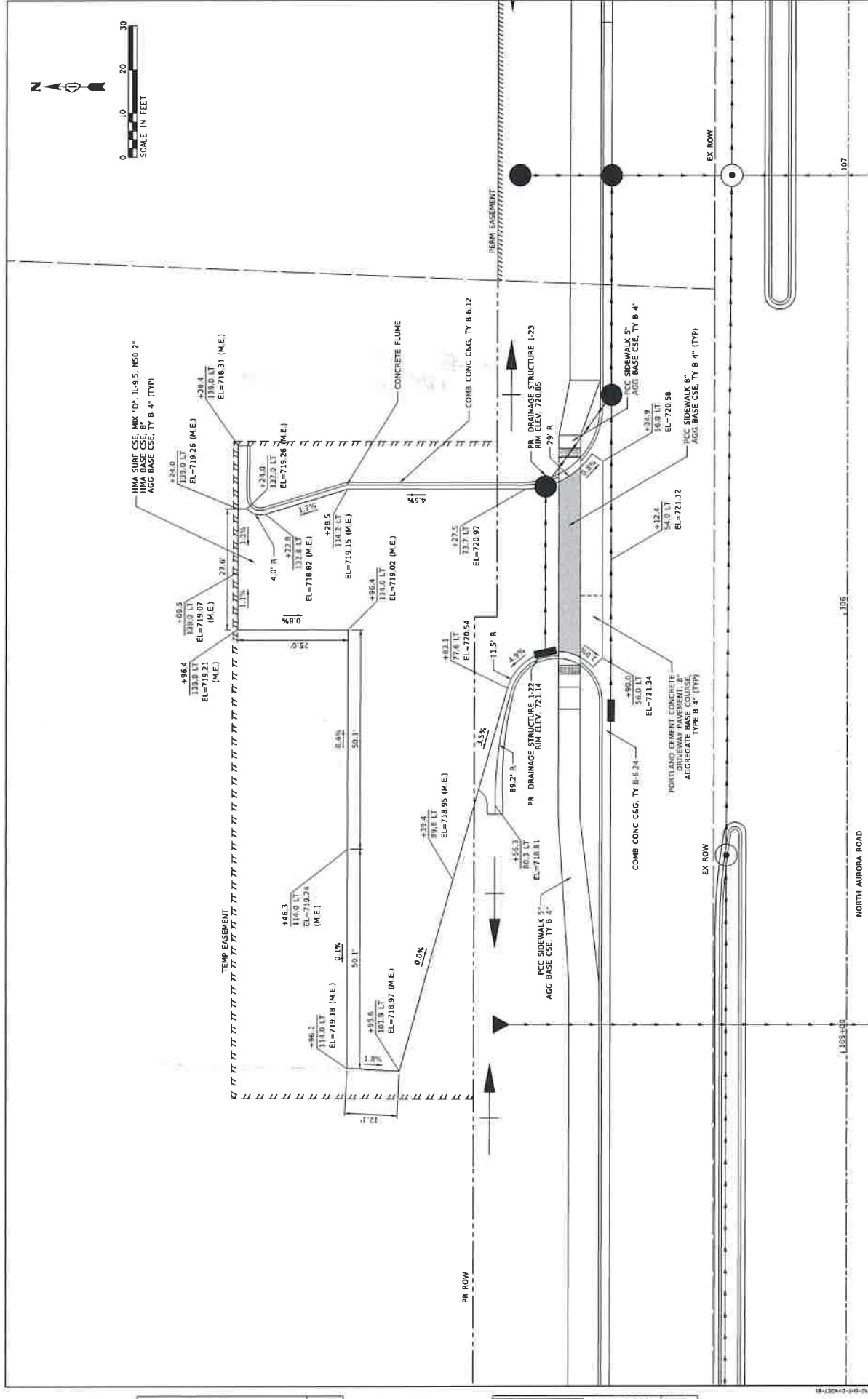
LEGEND:

- TEMPORARY WOOD POLE, 35 FT, CLASS 4
- TEMPORARY LIGHTING, 50 FT WOOD POLE, 12FT MA, 185 W LED
- EXISTING LIGHT POLE AND LUMINAIRE TO REMAIN
- L EXISTING LIGHT POLE AND LUMINAIRE TO BE REMOVED
- R EXISTING LIGHT POLE TO BE REMOVED AND REINSTALLED AT DIFFERENT LOCATION
- RR TEMPORARY AERIAL LIGHTING CABLE 2-INCH NO. 8 WITH MESSENGER WIRE

**PROJECT BEGINS
 NORTH AURORA ROAD
 STATION 98+00.0**

**END PROJECT
 NORTH AURORA ROAD
 STATION 117+85.00**

	REVISIONS SUP DATE: 6/29/2024	REVISIONS CHECKED DATE:	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SCALE: 1"=50' SHEET 3 OF 32 SHEETS, STA. 94+00.00 TO STA. 121+00.00	PROJECT: NORTH AURORA ROAD PENNSBURY LANE TO FRONTENAC ROAD REMOVAL AND TEMPORARY LIGHTING	SECTION: 06-2023100-RR COUNTY: CO. LAKE DRAWING NO.: 111-2023-001-001	TOTAL SHEET: 32 SHEET NO.: 3
	PROJECT NO.: 111-2023-001-001			PROJECT NO.: 111-2023-001-001		PROJECT NO.: 111-2023-001-001	



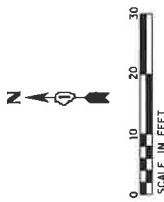
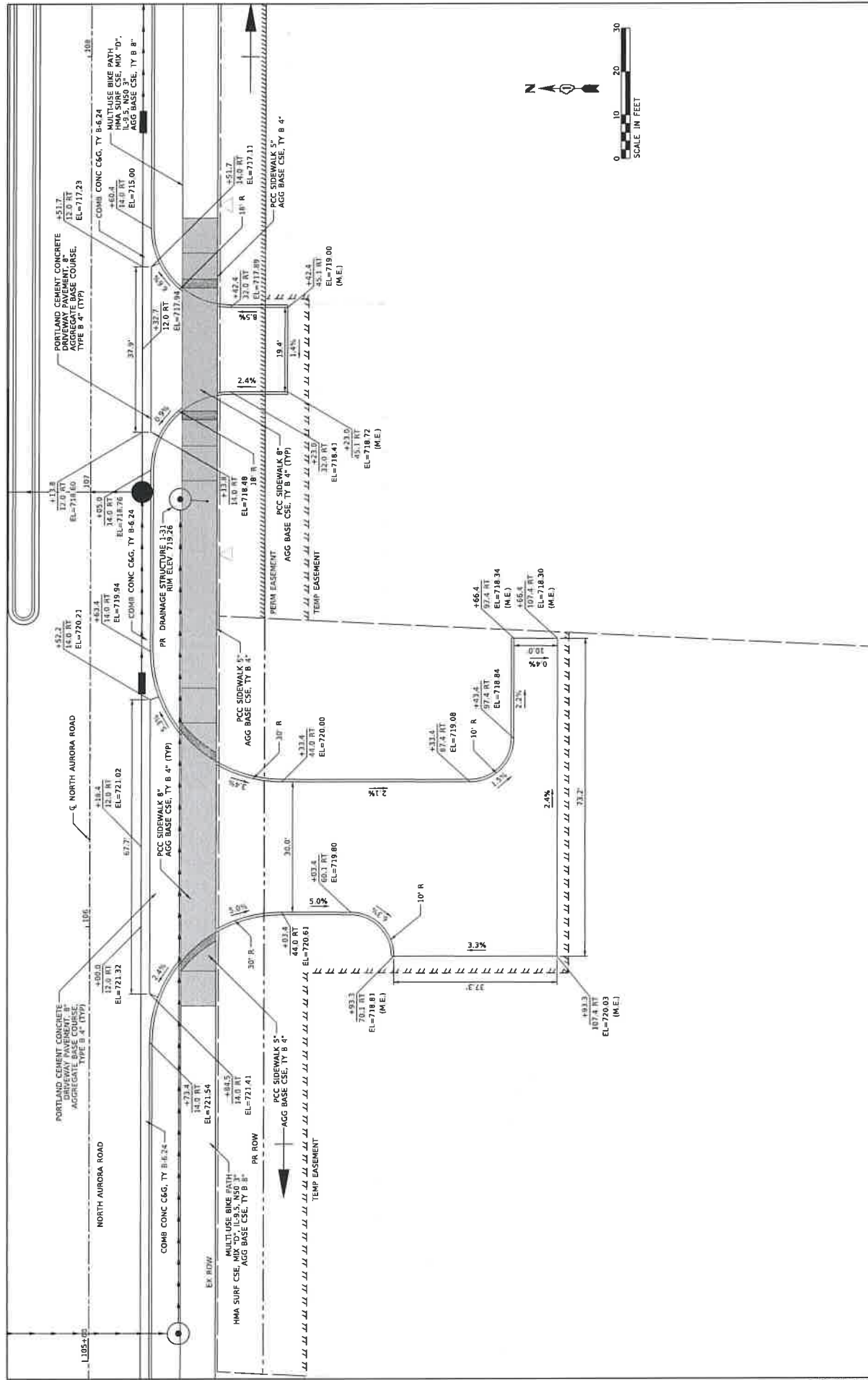
PROPOSED DRIVEWAY DETAILS SCALE: 1"=40' SHEET 1 OF 3 SHEETS STA. TO STA.		COUNTY: ILLINOIS DISTRICT: 06-0013-00-01 SHEET NO.: 107
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		TOTAL SHEETS: 45 CONTRACT NO.: 6197
USER NAME: J. J. [unreadable] DRAWN BY: [unreadable] CHECKED BY: [unreadable] DATE: 8/28/2014	REVISIONS: 1. [unreadable] 2. [unreadable]	TO STA.: [unreadable]

TRANSYSYSTEMS

NO.	DATE	BY	REVISION

NO.	DATE	BY	REVISION

FILE NAME: 06-0013-00-01-107.DWG



TRANSYSTEMS 1000 N. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304 Phone: (954) 577-8800 Fax: (954) 577-8801 Website: www.transystems.com		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		PROPOSED DRIVEWAY DETAILS	
USER NAME: J. B. BROWN PLOT SCALE: 1/8"=1'-0" PLOT DATE: 11/17/2004	DESIGNED: M.W. DRAWN: B.W. CHECKED: B.W. DATE: 8/18/2004	REVISION: - REVISION: - REVISION: - REVISION: -	SHEET NO.: 2 OF 3 SHEETS TOTAL: 3	COUNTY: DECATUR PROJECT NO.: 04-C0017-00-01 CONTRACT NO.: 61673	TOTAL SHEETS: 3 SHEET NO.: 2 CONTRACT NO.: 61673

NO.	DATE	DESCRIPTION
1	11/17/2004	ISSUED FOR PERMIT
2	11/17/2004	ISSUED FOR CONSTRUCTION

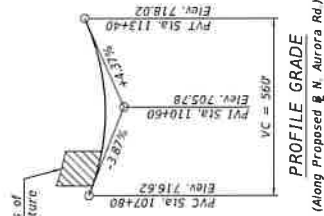
NO.	DATE	DESCRIPTION
1	11/17/2004	ISSUED FOR PERMIT
2	11/17/2004	ISSUED FOR CONSTRUCTION

FILE NAME: 04-C0017-00-01-0001-02

DESIGN SPECIFICATIONS:
 2017 AASHTO LRFD Bridge Design Specifications, 8th Edition

DESIGN STRESSES:
 FIELD UNITS

$f_c = 3,500$ psi
 $f_y = 60,000$ psi (Reinforcement)
 $f_y = 50,000$ psi (M270 Grade 50)



PROFILE GRADE
 (Along Proposed & N. Aurora Rd.)

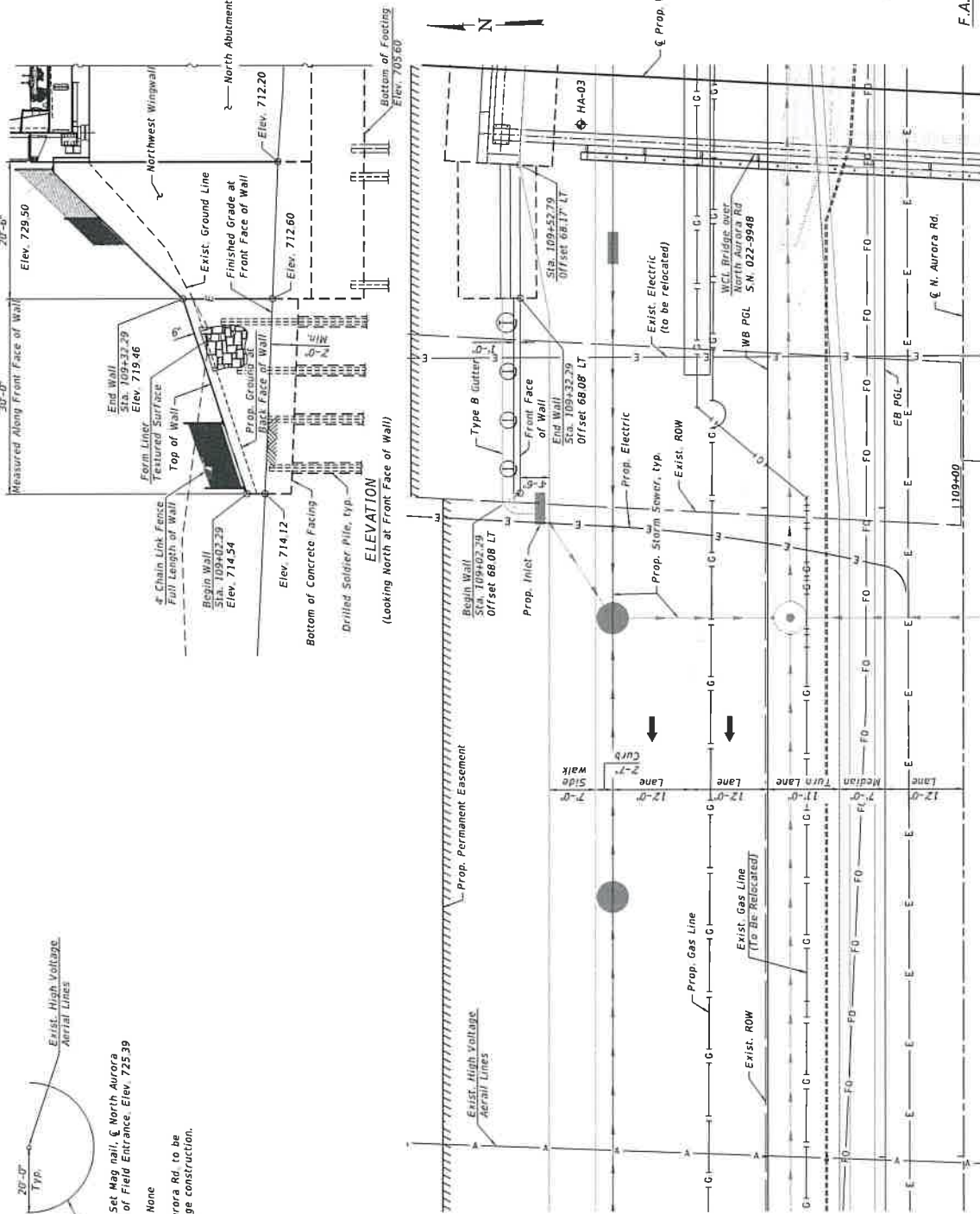
LEGEND

◆ Soil Boring

NOTES:

- 1. C denotes Construction joint
- 2. E denotes Expansion joint

GENERAL PLAN AND ELEVATION
 NORTHWEST RETAINING WALL
 WISCONSIN CENTRAL LTD
 OVER NORTH AURORA ROAD
 F.A.U. RT. 1509 - SEC. 06-00133-00-BR
 DUPAGE COUNTY
 STATION 109+02.29 TO STATION 109+32.29



PLAN

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		GENERAL PLAN AND ELEVATION NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)	
DESIGNED - JIM	CHECKED - JIM	SECTION - 06-00133-00-BR	TOTAL SHEETS - 10
DRAWN - EN	REVIEWED - JIM	DATE - 11/17/2024	COUNTY - DUPAGE
CHECKED - JIM	REVIEWED - JIM	PROJECT NO. 022-9948	CONTRACT NO. 022-9948
PROJECT NAME - Wisconsin		SHEET 1 OF 4 SHEETS	

TRANSYSTEMS

GENERAL NOTES:

1. Wall stations and offsets are measured from the centerline of North Aurora Road to the front face of the concrete facing.
2. Reinforcement bars designated (E) shall be epoxy coated.
3. Anti-Graffiti Protection System shall be applied to exposed surfaces of the facing.
4. Soldier piles shall be cleaned and given one shop coat of Inorganic Zinc Rich Primer. Cost included with Furnishing Soldier Piles (W Section).
5. All Exposed concrete edges shall have a standard 3/4" chamfer, unless otherwise noted.
6. For Chain Link Fence details, see sheet 228 of 425.
7. The Contractor is responsible for the design and performance of the timber lagging using no less than a 3 inch nominal rough-sawn thickness and minimum allowable bending stress of 1,000 psi.
8. The existing soil in the drilled soldier pile areas contains groundwater. Temporary casing is likely required for the construction of the drilled shafts. See Section 516 of the Standard Specifications for direction on the use of temporary casing. The cost of temporary casing is included with Drilling and Setting Soldier Piles (In Soil).

TOTAL BILL OF MATERIAL

Item	Unit	Total
Structure Excavation	Cu. Yd.	26
Concrete Structures	Cu. Yd.	6.3
Form Liner Textured Surface	Sq. Ft.	155
Stud Shear Connectors	Each	19
Reinforcement Bars, Epoxy Coated	Pound	630
Furnishing Soldier Piles (W Section)	Foot	126
Drilling And Setting Soldier Piles (In Soil)	Cu. Ft.	747
Untreated Timber Lagging	Sq. Ft.	121
Composite Wall Drain	Sq. Yd.	10
Pipe Underdrains For Structures 4"	Foot	30
Concrete Gutter, Type B	Foot	31
Chain Link Fence, 4' Attached To Structure	Foot	31
Anti-Graffiti Protection System	Sq. Ft.	140

INDEX OF SHEETS

- 1 General Plan and Elevation
- 2 General Data
- 3 Wall Elevation
- 4 Wall Sections and Details

FILE NAME:	DATE:	SCALE:	DATE:	SCALE:	DATE:	SCALE:	DATE:	SCALE:
TRANS/STMS	11/15/24	AS SHOWN	11/15/24	AS SHOWN	11/15/24	AS SHOWN	11/15/24	AS SHOWN

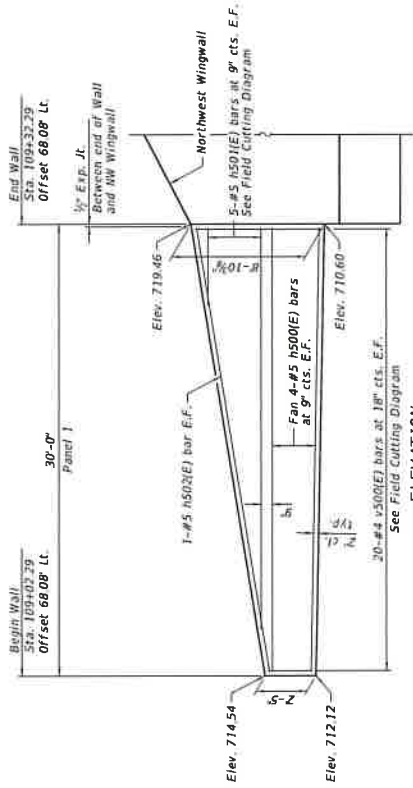
REVISIONS	DATE	BY	CHKD

GENERAL DATA
NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)
SHEET 2 OF 4 SHEETS

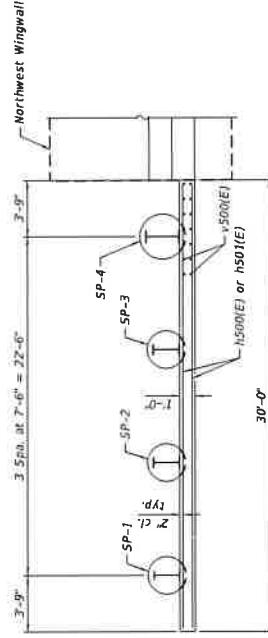
STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION
PROJECT NO. 2024-01-001	SECTION 04-10-01
DATE: 11/15/24	SCALE: AS SHOWN

SECTION	DATE	BY	CHKD

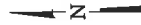
FILE NAME:	DATE:	SCALE:	DATE:	SCALE:	DATE:	SCALE:	DATE:	SCALE:
TRANS/STMS	11/15/24	AS SHOWN	11/15/24	AS SHOWN	11/15/24	AS SHOWN	11/15/24	AS SHOWN



ELEVATION



PLAN



NOTES:

1. For soldier pile wall cross sections, details, Field Cutting Diagram, and pile summary, see sheet 4 of 4.

PROJECT NO.	SHEET NO.	SECTION	COUNTY	TOTAL SHEETS
				43
DATE	DRAWN	CHECKED	SCALE	CONTRACT NO.
				81073

PLAN AND ELEVATION	PROJECT NO.
NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)	022-9948
SHEET 3 OF 4 SHEETS	

STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION
DESIGNED BY	JAC
CHECKED BY	JRM
APPROVED BY	EM
REVISIONS	

PROJECT NAME	PROJECT NO.
022-9948	022-9948
DATE	DATE

TRANSSYSTEMS	SCALE
AS SHOWN	AS SHOWN

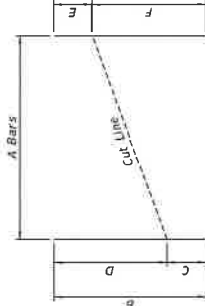
BILL OF MATERIAL

Bar No.	Size	Length	Shape
H500(E)	#5	39'-0"	—
H501(E)	#5	37'-0"	—
H502(E)	#5	30'-0"	—
V500(E)	#4	10'-0"	—
Structure Elevation		Cu. Yd.	26
Concrete Structures		Cu. Yd.	6.3
Form Liner Textured		Each	155
Surface		Each	19
Reinforcing Connectors		Pound	630
Epoxy Coated		Foot	126
Furnishing Soldier Piles (W Section)		Cu. Ft.	747
Drilling And Setting Soldier Piles (in Soil)		Sq. Yd.	121
Untreated Timber Lagging		Sq. Yd.	10
Geocomposite Wall Drain		Foot	30
Pipe Underdrains for Structures 4"		Foot	31
Concrete Gutter, Type B		Sq. Ft.	140
Chain Link Fence, 4"		Foot	31
Attached to Structure		Foot	31
Anti-Graffiti Protection System		Sq. Ft.	140

PILE SUMMARY

Station	*Off set	PILE SIZE	SHAFT DIAMETER	TOP OF PILE ELEV.	BOT. OF PILE ELEV.	PILE LENGTH
5P-1	109+06.04	W21x44	2'-6"	713.49	689.49	24'-0"
5P-2	109+13.34	W21x68	2'-6"	714.72	684.72	30'-0"
5P-3	109+20.64	W21x102	3'-0"	715.95	680.95	35'-0"
5P-4	109+28.54	W21x102	3'-0"	717.18	680.18	37'-0"

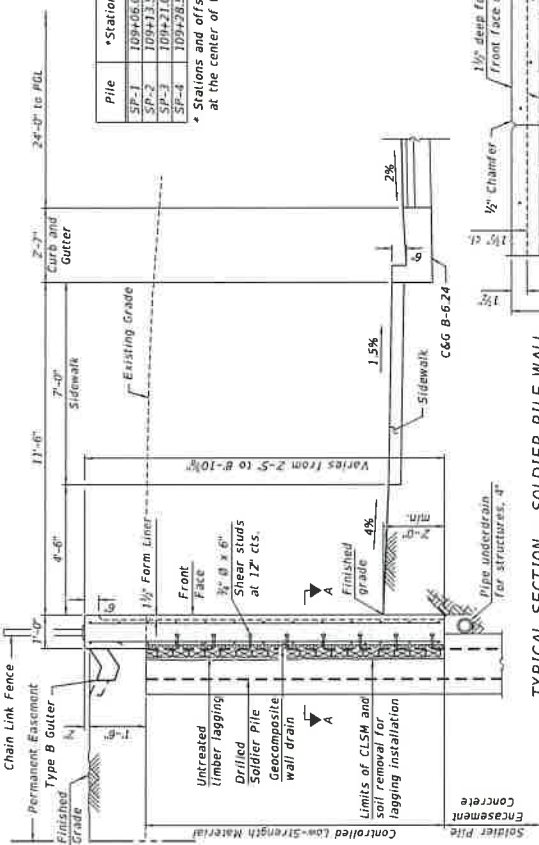
* Stations and offsets are located at the center of the pile.



FIELD CUTTING DIAGRAM

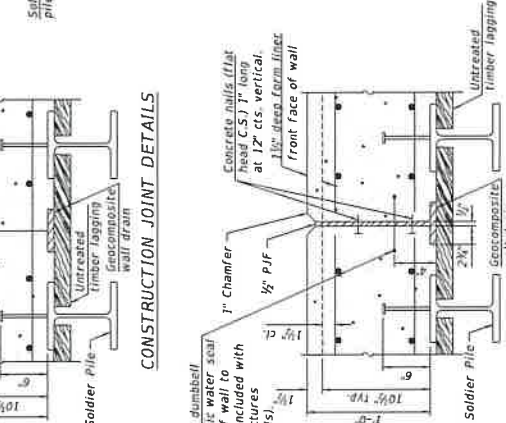
Order H400(E), H402(E) and V400(E) bars full length cut as shown and use remainder in opposite face.

Bar	A	B	C	D	E	F
H501(E)	5	33'-0"	5'-9"	27'-3"	5'-9"	27'-3"
V500(E)	20	10'-0"	2'-1"	8'-6"	2'-1"	8'-6"



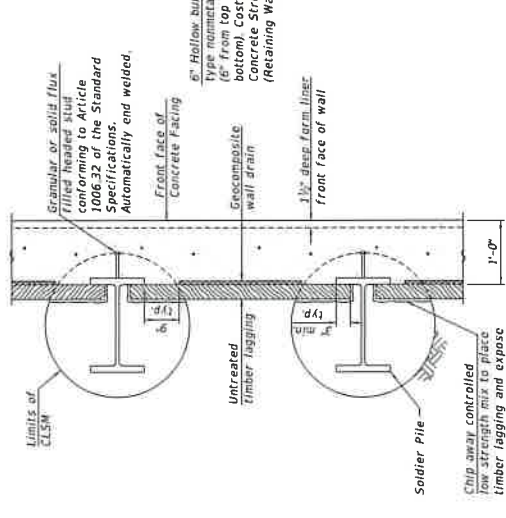
TYPICAL SECTION - SOLDIER PILE WALL (Looking East)

Looking East



CONSTRUCTION JOINT DETAILS

EXPANSION JOINT DETAILS



SECTION A-A

TRANSYSTEMS

DESIGNED BY: JMS
 CHECKED BY: JAM
 DRAWN BY: BH
 PORTLAND: 11/18/04

REVISIONS:

NO.	DATE	DESCRIPTION
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STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

WALL SECTIONS AND DETAILS
 NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)

SHEET 4 OF 4 SHEETS

1/18/04: NW Wall Sections and Details

** Included in the cost of Pipe Underdrain for Structures, 4"

GENERAL NOTES:

1. Wall stations and offsets are measured from the centerline of North Aurora Road to the front face of the concrete facing.
2. Reinforcement bars designated (E) shall be epoxy coated.
3. Anti-Graffiti Protection System shall be applied to exposed surfaces of the facing.
4. Soldier piles shall be cleaned and given one shop coat of Inorganic Zinc Rich Primer. Cost included with Furnishing Soldier Piles (W Section).
5. All Exposed concrete edges shall have a standard 3/4" chamfer, unless otherwise noted.
6. For Chain Link Fence details, see sheet 228 of 425.
7. The Contractor is responsible for the design and performance of the timber lagging using no less than a 3 inch nominal rough-sawn thickness and minimum allowable bending stress of 1,000 psi.
8. The existing soil in the drilled soldier pile areas contains groundwater. Temporary casing is required in the construction of the drilled shafts. See Section 516 of the Standard Specifications for direction of temporary casing. The cost of temporary casing is included with Drilling and Setting Soldier Piles (In Soil).

TOTAL BILL OF MATERIAL

Item	Unit	Total
Structure Excavation	Cu. Yd.	61
Concrete Structures	Cu. Yd.	21.0
Form Liner, Textured Surface	Sq. Ft.	519
Stud Shear Connectors	Each	64
Reinforcement Bars, Epoxy Coated	Pounds	1,960
Furnishing Soldier Piles (W Section)	Feet	432
Drilling And Setting Soldier Piles (In Soil)	Cu. Ft.	2,541
Untreated Timber Lagging	Sq. Ft.	396
Geocomposite Wall Drain	Sq. Yd.	30
Pipe Underdrains For Structures #"	Feet	94
Concrete Gutter, Type B	Feet	87
Chain Link Fence, # Attached To Structure	Feet	94
Anti-Graffiti Protection System	Sq. Ft.	473

INDEX OF SHEETS

- 1 General Plan and Elevation
- 2 General Plan and Elevation
- 3 Plan and Elevation
- 4 Wall Sections and Details
- 5 Boring Logs

GENERAL DATA		TOTAL SHEETS	
SOUTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)		428	238
SHEET 3 OF 5 SHEETS		CONTRACT NO. 61079	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

DESIGNED BY	PRO	REVISION
CHECKED BY	JM	REVISION
DATE	08/11/2004	REVISION

DESIGNED BY	PRO	REVISION
CHECKED BY	JM	REVISION
DATE	08/11/2004	REVISION

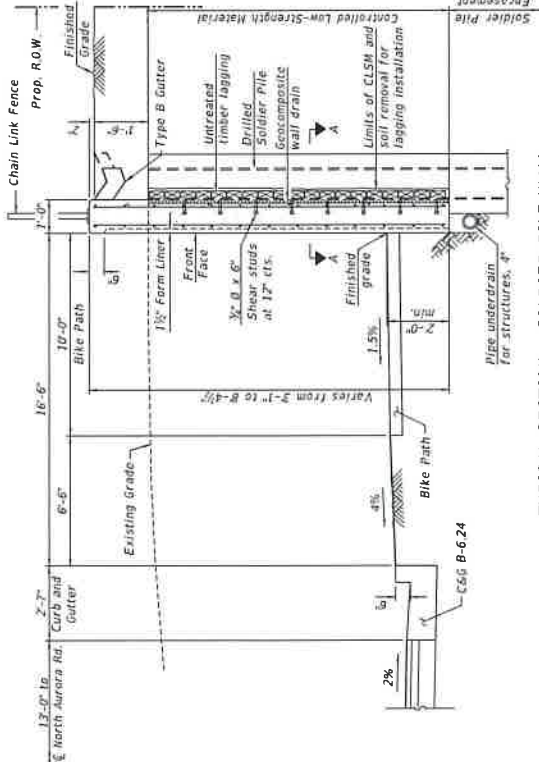
DESIGNED BY	PRO	REVISION
CHECKED BY	JM	REVISION
DATE	08/11/2004	REVISION

TRANSYSTEMS

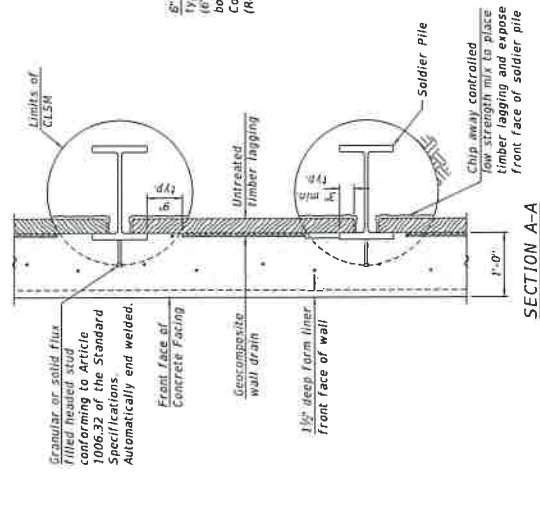
PILE SUMMARY

Station	Top of Pile Elev.	Top of Shaft Elev.	Bot. of Pile Elev.	Pile Length
SP-1	109+21.42	33.21' RL	710.94	37'-0"
SP-2	109+14.75	33.21' RL	711.07	37'-0"
SP-3	109+08.08	33.21' RL	711.19	37'-0"
SP-4	109+01.42	33.21' RL	711.32	37'-0"
SP-5	108+94.25	32.98' RL	711.48	35'-0"
SP-6	108+86.75	32.98' RL	711.65	35'-0"
SP-7	108+79.25	32.98' RL	711.83	35'-0"
SP-8	108+71.75	32.98' RL	712.00	35'-0"
SP-9	108+64.25	32.98' RL	712.18	35'-0"
SP-10	108+56.75	32.98' RL	712.35	35'-0"
SP-11	108+49.25	32.98' RL	712.52	35'-0"
SP-12	108+41.75	32.98' RL	712.70	35'-0"
SP-13	108+34.25	32.98' RL	712.87	35'-0"

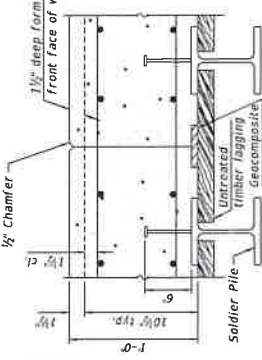
* Stations and offsets are located at the center of the pile.



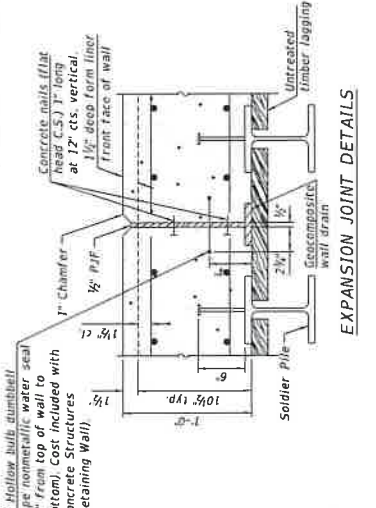
TYPICAL SECTION - SOLDIER PILE WALL
(Looking East)



SECTION A-A



CONSTRUCTION JOINT DETAILS



EXPANSION JOINT DETAILS

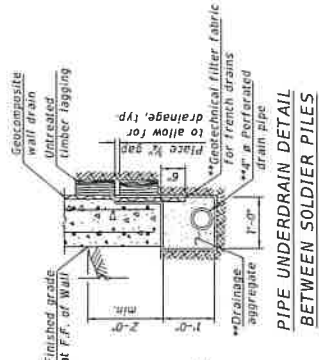
BILL OF MATERIAL

Bar No.	Size	Length	Shape
H600(E)	#5	20'-7"	
H601(E)	#5	37'-0"	
H602(E)	#5	30'-2"	
V600(E)	#4	8'-0"	
V601(E)	#4	6'-1"	
V602(E)	#4	5'-4"	
V603(E)	#4	7'-3"	
Structure Evaluation	Cu. Yd.	61	
Concrete Structures	Cu. Yd.	21.0	
Form Liner Textured	Sq. Ft.	519	
Stud Shear Connectors	Each	64	
Reinforcement Bars, Epoxy Coated	Pound	1,960	
Furnishing Soldier Piles (W Section)	Foot	432	
Drilling And Setting Soldier Piles (In Soil)	Cu. Ft.	2,541	
Untreated Timber Lagging	Sq. Ft.	396	
Geocomposite Wall Drain	Sq. Yd.	30	
Pipe Underdrains for Structures 4	Foot	94	
Concrete Curb, Type B	Foot	87	
Chain Link Attached to Structure	Foot	94	
Anti-graffiti Protection System	Sq. Ft.	473	

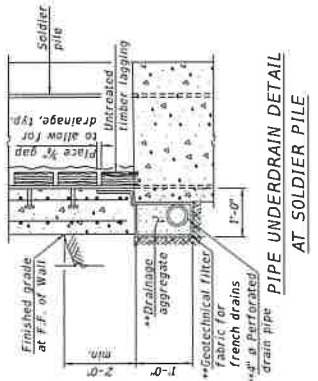


FIELD CUTTING DIAGRAM
Order V603(E) bars (full length).
Cut as shown and use remainder in opposite face.

Minimum Bar Laps	Bar	Lap
	#5(E)	3'-2"

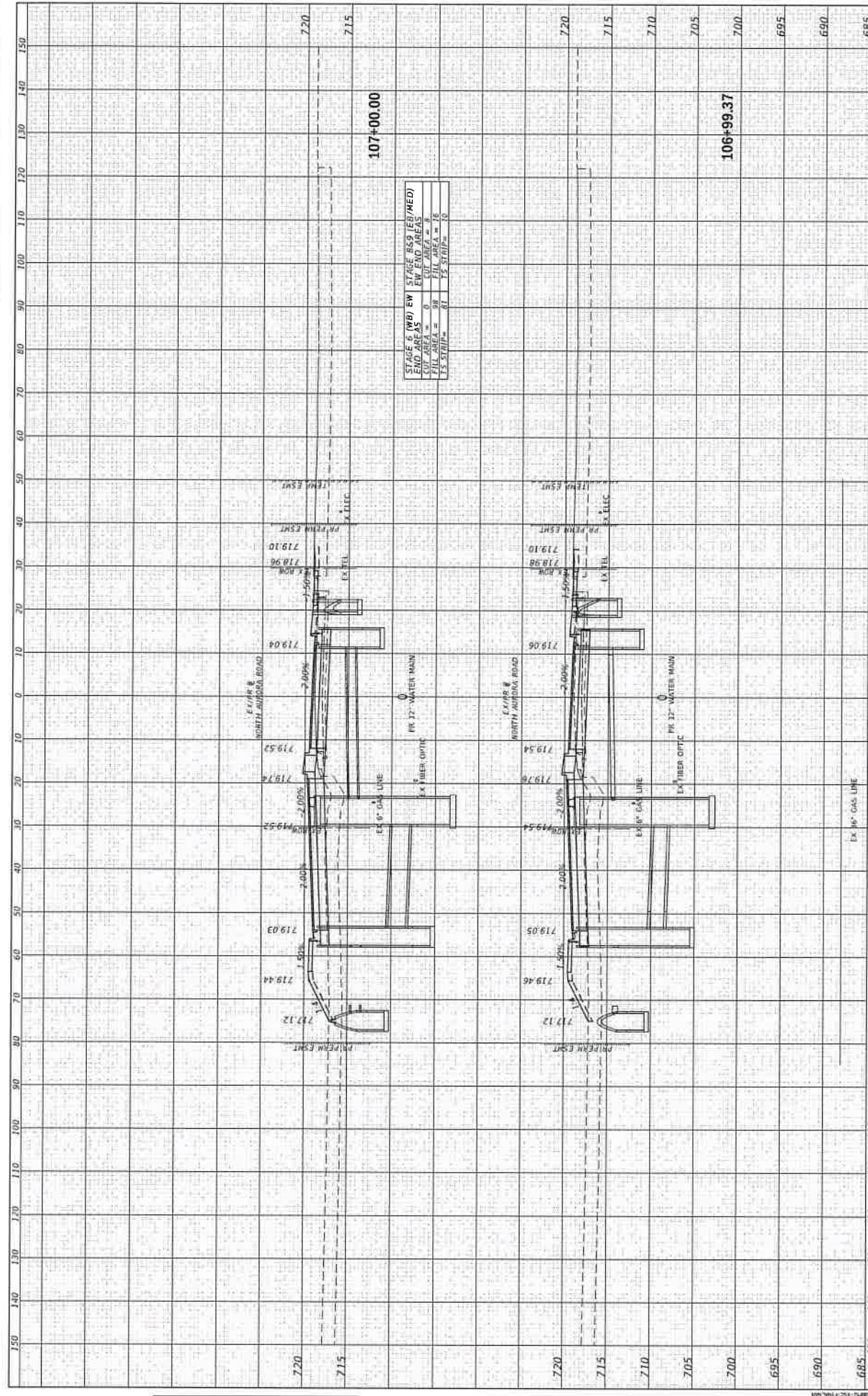


PIPE UNDERDRAIN DETAIL BETWEEN SOLDIER PILES



PIPE UNDERDRAIN DETAIL AT SOLDIER PILE

**Included in the cost of Pipe Underdrain for Structures, 4"



STAGE 6 (WB) EW STAGE B59 (EB/NE/D)	
END AREAS	
CUT AREA = 0	
FILL AREA = 0	
TOTAL STAKE = 0	
TOTAL STAKE = 0	

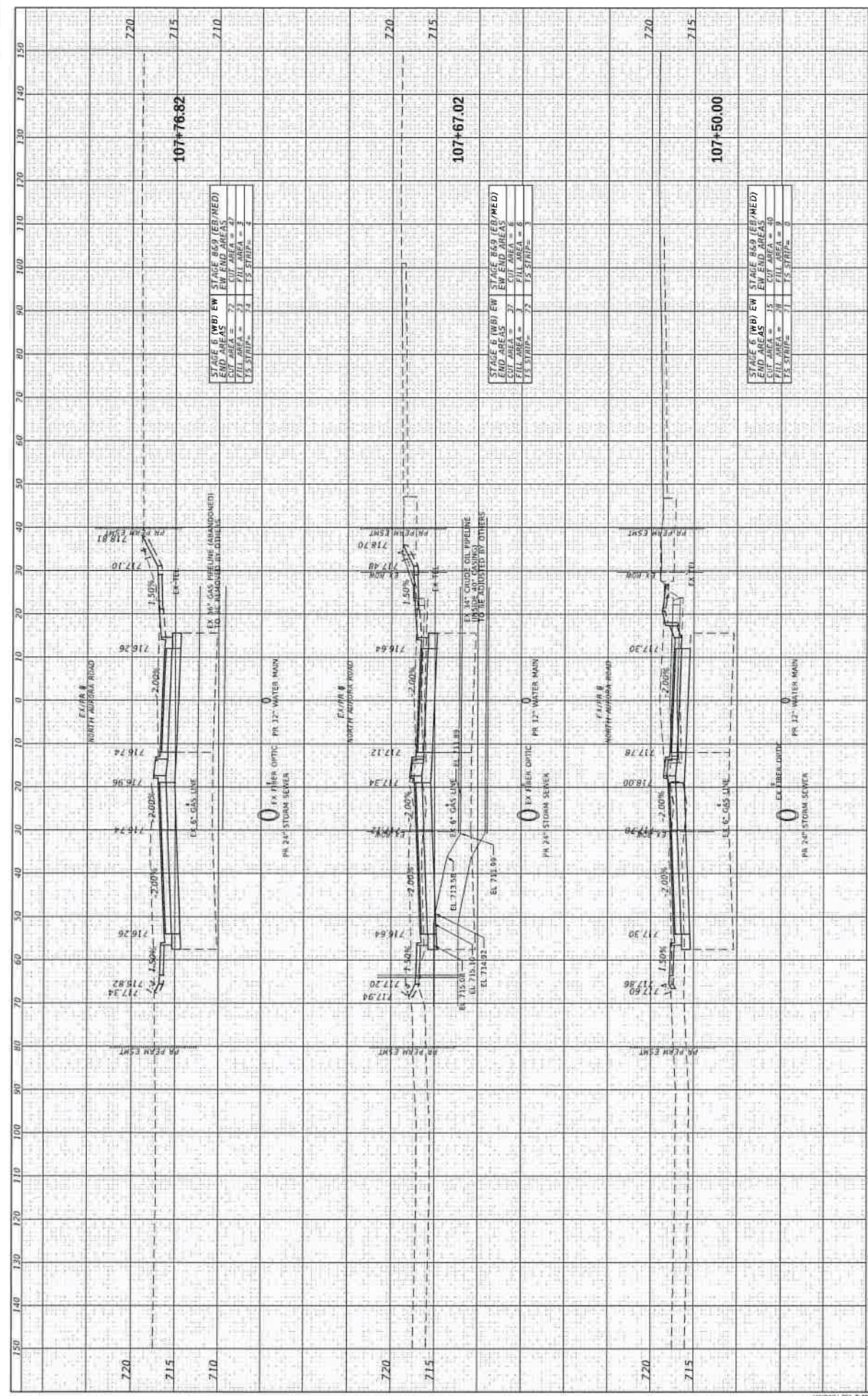
SCALE: 1/4" = 1'-0"	SHEET 12	OF 24	SHEETS	STA. 104+99.37	TO STA. 107+00.00
STATE OF ILLINOIS					
DEPARTMENT OF TRANSPORTATION					
FINAL NORTH AURORA ROAD					
CROSS SECTIONS					
SECTION	1201	1202	1203	1204	1205
DATE	8/27/2004	8/27/2004	8/27/2004	8/27/2004	8/27/2004
CHECKED	BY	BY	BY	BY	BY
DESIGNED	DATE	DATE	DATE	DATE	DATE
PROJECT NO.	CONTRACT NO.	SHEET NO.	TOTAL SHEETS	DATE	SCALE
106-99.37	61079	12	24	8/27/2004	1/4" = 1'-0"

DATE	BY
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TRANSYSTEMS

106-99.37 - 61079 - 12 OF 24 SHEETS



STAGE 6 (WB) EW STAGE 8&9 (EB/MED)
END AREAS

CUT AREA =	72
FILL AREA =	27
T.S. STRIP =	2

STAGE 6 (WB) EW STAGE 8&9 (EB/MED)
END AREAS

CUT AREA =	37
FILL AREA =	3
T.S. STRIP =	6

STAGE 6 (WB) EW STAGE 8&9 (EB/MED)
END AREAS

CUT AREA =	15
FILL AREA =	0
T.S. STRIP =	0

TRANSYSTEMS

SCALE: 1" = 20' (VERTICAL) 1" = 40' (HORIZONTAL)

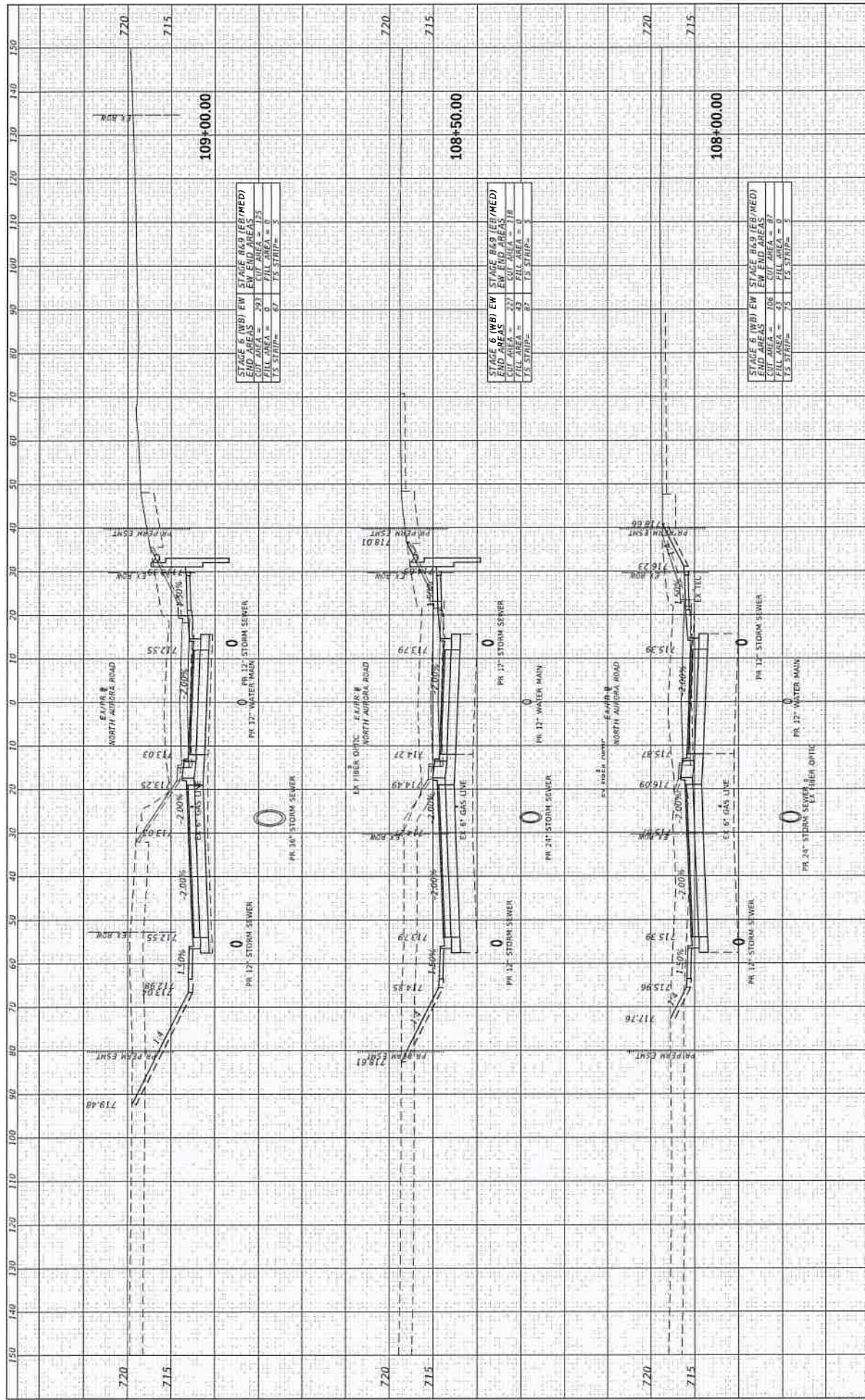
DATE: 8/28/2004

DESIGNED BY: BWS
DRAWN BY: BWS
CHECKED BY: BWS
REVISIONS:

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

FINAL NORTH AURORA ROAD
CROSS SECTIONS

SHEET NO. 45
CONTRACT NO. 61073



STAGE 6 (WB) EW STAGE 6 (WB) (MED)
 END AREAS
 CUT AREA = 293
 FILL AREA = 0
 FILL AREA = 0
 F.S. STRIP = 5

STAGE 6 (WB) EW STAGE 6 (WB) (MED)
 END AREAS
 CUT AREA = 227
 FILL AREA = 43
 FILL AREA = 0
 F.S. STRIP = 5

STAGE 6 (WB) EW STAGE 6 (WB) (MED)
 END AREAS
 CUT AREA = 108
 FILL AREA = 43
 FILL AREA = 0
 F.S. STRIP = 5

FINAL NORTH AURORA ROAD
 CROSS SECTIONS

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

DESIGNED BY	CHKD BY	DATE
DRAWN BY	CHKD BY	DATE
CHECKED BY	CHKD BY	DATE
REVISIONS		

SCALE: 1" = 10'-0" HORIZ. TO STA. 100+00.00 TO STA. 108+00.00
 SHEET 14 OF 26

PROJECT NO.	108-00-00
SECTION	DE-0013-00-BH
COUNTY	ILLINOIS
SHEET NO.	14
CONTRACT NO.	81673

DATE	
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CHKD	
APP'D	
TITLE	
SCALE	
PROJECT	
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DATE	
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CHKD	
APP'D	
TITLE	
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PROJECT	
DATE	

**EXHIBIT E TO GRANT FOR PUBLIC ROADWAY,
SUB-SURFACE, GRADING, AND OTHER FACILITIES**

ADDITIONAL REQUIREMENTS

EXHIBIT E
ADDITIONAL REQUIREMENTS

Grantor approves this request from an environmental perspective with the below comments. **Note: The items in red must be submitted to Grantor for review and approval as indicated.**

Grantee is responsible for all costs associated with any of the noted requirements (consulting, permitting, clean-up, sampling, audit, etc.).

Easement Requirements

1. The property may be used for the purposes of the above-stated improvements to N. Aurora Road, as submitted in the plan set entitled, *STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PLANS FOR PROPOSED FEDERAL AID HIGHWAY FAU 1509 (NORTH AURORA ROAD) PENNSBURY LANE TO FRONTENAC ROAD RECONSTRUCTION SECTION NO.: 06-00133-00-BR PROJECT NO.: XUXZ(984) DUPAGE COUNTY C-91-424-19*, dated 11/7/2024.
2. The Grantee will be held responsible for future maintenance of the roadway and drainage improvements. This includes keeping the ROW free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the agreement area, Grantee must notify Grantor immediately or be held responsible for cleanup of any illegally dumped materials.
3. **Grantee shall provide a KMZ file of the newly installed roadway and drainage improvements located on Grantor owned property.**
4. No hazardous materials, including petroleum products, may be stored, used, or transferred on Grantor property.
5. In the event of a leak/spill on Grantor property, Grantee must notify Grantor within 24 hours and provide a written report within 5 business days.
6. Grantor anticipates that any leaks, spills, overflow, or similar will be addressed immediately by the Grantee at their expense, including any adverse impacts to the surrounding Grantor ROW.
7. Without prior authorization from Grantor, Grantee is not permitted to develop the unpaved areas or change the grade of the subject property in any ways other than what was submitted in this request. This includes activities of adding gravel to Grantor property and other fill-in activities.
8. Good housekeeping must be maintained at all times in the easement area on the Grantor property.
9. Grantee is responsible for the maintenance of any onsite stormwater management system and drainage at the subject property and will be held responsible for any adverse drainage issues that arise for the duration of the easement. Inlet filters must be placed on all storm sewer structures on Grantor property and must be properly maintained throughout the course of construction.

Construction Project Requirements

10. All construction equipment must be free of leaks, and any leaks of oils or chemicals that occur must be immediately cleaned up and reported to the appropriate agencies as needed.
11. Daily equipment inspections must be conducted to verify proper working condition before equipment use on Grantor property. Written records of equipment inspections must be available to Grantor upon request.
12. No construction, demolition, or equipment staging is permitted on Grantor's property during construction activities.
13. Concrete washout activities are prohibited on Grantor property.

14. Vehicle and equipment fueling is prohibited on Grantor property.
15. A spill kit of appropriate size must be present and accessible at all times during construction activities on Grantor property.
16. In the event that drain tiles are damaged, Grantee shall repair or replace, as appropriate, the damaged drain tiles and accept responsibility for any adverse drainage issues and related damages that may arise.
17. Grantor shall provide written authorization for the discharge from excavation dewatering activities on Grantor property. If approved, dewatering activities must be conducted in accordance with Illinois Urban Manual (IUM) guidelines.

Excavation, Spoils and Materials

18. If the project requires removal of soil or waste from Grantor property, this must be removed by a Grantor Environmental Contractor of Choice (ECOC) and taken to a Grantor approved landfill. It is prohibited to dispose of any like material at a Clean Construction or Demolition Debris (CCDD) landfill. A list of ECOCs is enclosed with this letter.
19. Hydrovac spoils are not permitted to be reused on Grantor property and must be disposed in accordance with the above requirement.
20. Grading of excess soil is not permitted on Grantor property.
21. If the project requires additional soil and gravel, only certified "clean" fill shall be used. The source of the clean fill must be approved by Grantor. For approval, the following conditions must be met.
 - a. A certificate of virgin material must be obtained from the source of any aggregate material.
 - b. Soils must be certified clean by the source and/or analyzed every 500 cubic yards for total concentrations of the comprehensive suite of parameters listed in Title 35 Illinois Administrative Code (35 IAC) Part 740, Site Remediation Program (SRP) Appendix A, Target Compound List (TCL), and verified to meet the Illinois Environmental Protection Agency's (IEPA's) Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operations standards (35 IAC Part 1100), Maximum Allowable Concentrations (MACs).
22. Stratification of soil horizons is required for all excavation and backfilling activities.
23. All soil and dewatering activities must be managed in accordance with IUM guidelines.
24. No construction debris or spoils may be stored on Grantor property post-construction.
25. Environmental sampling is not permitted on Grantor property without approval and guidance from Grantor. Any environmental sampling must be conducted by a Grantor ECOC.

Environmental Regulations and Permits

26. All applicable regulations must be followed, including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and an SESC Plan to minimize sediment pollution in stormwater runoff, as well as any other required practices. If the plans change, a revision must be sent to Grantor.
27. All applicable environmental permits must be obtained, including Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act, as well as any other applicable environmental permits.
28. **Grantee must submit copies of all required environmental permits to Grantor prior to project start, including an IEPA NPDES ILR10 Construction Permit.**
29. Requirements of all permits must be followed which could include site monitoring, reporting, and restoration extending well beyond the construction time period.
30. Grantee must follow all applicable environmental laws and regulations including those not specifically mentioned herein.

Wetlands Requirements (For ALL Identified and Potential Wetlands)

31. Based on information provided by the Grantee and a review of Grantor resources, wetlands are present on the Grantor property within the proposed permanent easement area. However, no impacts to the wetlands are proposed by the project and the Grantee has obtained a Letter of No Permit Required from the U.S. Army Corps of Engineers. Grantee has also obtained a DuPage County Stormwater Management Certification for the project for work within the wetland buffer and adjacent to the wetland.
32. **Where wetlands are identified on Grantor property, Grantor requires that environmental oversight inspections are conducted, at the Grantee's expense, by a Wetlands Professional approved by Grantor. Written records of environmental inspections must be available to Grantor upon request.**
33. Discharging from excavation dewatering activities on Grantor property is prohibited within 100 feet of a wetland or waterway. It must be containerized for offsite disposal.
34. Grantor requires matting or low ground pressure equipment (less than 7 psi loaded) be utilized for access through wetlands during construction and maintenance activities.
35. Grantee must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineers and DuPage County regulations and guidelines.
36. Grantee shall provide a KMZ file of wetlands located on the Grantor ROW.

Condition of Property

37. Grantee must provide documentation of current property conditions before improvements are started (e.g. Phase I, topographic maps, surveys, photographs).
38. Any damage to ComEd's property caused by the Grantee will be repaired at the Grantee's expense.
39. Grantee must provide full restoration of the site to the original condition when the project is complete including seeding as necessary.
40. **Grantee must provide documentation (including photographs) that the property is returned to its original condition after completion of the project and restoration.**

Should Grantor request additional information in the future, Grantee must be prepared to provide the following materials to Grantor (please reference SR 5226417 in any communications with ComEd):

41. A letter that summarizes the results of their analysis of what types of environmental permits, plans, and controls are required (e.g. wetlands, SWPPP, SESCO, and endangered species impacts).
42. A copy of the environmental permit applications for the project.
43. A copy of any environmental reports required by the permits.
44. Copies of certificates of clean fill.
45. Inspection records.

Transmission requirements:

1. Engineering review was completed using plans titled "FAU 1509 (NORTH AURORA ROAD) – PENNSBURY LANE TO FRONTENAC ROAD RECONSTRUCTION" most recently dated 8/28/24 and as depicted in the attached.
2. A Grantor T&S individual will be provided as a single point of contact during the duration of the construction period. Please contact Tina Kowalczyk at 1+224-224-1826 a minimum of 48 hours prior to the start and upon completion of the project.
3. Grantor shall retain rights for wire blowout, wire overhang, wire crossings and structure placement.

4. Grantor shall retain rights for approval of the location and height of any above ground appurtenances on the above-mentioned property. Preliminary lighting locations were reviewed as part of this project. Any additional installations or deviations from the plans submitted must be reviewed by Grantor before installation.
5. Subsurface utility installations and excavations shall be a minimum of fifteen (15) feet away from any transmission structure foundation. Edge of road easement shall be a minimum of fifty (50) feet away from any transmission structure foundation. Any revisions required to meet this condition shall be performed.
6. No material or equipment should enter into the above mentioned fifteen (15) foot buffer area around each structure.
7. The Grantee and/or its contractor may not place excavated spoil within the 15-foot restriction zone at any time. Spoil piles must be no taller than 5'. Under no circumstances may any vehicle drive on top of spoils.
8. The Grantee and/or its contractor cannot change grade within the right-of-way without review and approval by Grantor Transmission Lines Engineering to ensure that Grantor NESC safety clearances are not violated.
9. The Grantee must ensure that with any earthwork performed on Grantor property, the existing drainage is not affected, and storm water does not pool on the ROW or adjacent properties.
10. There shall be no spreading of leftover excavation spoils on the Grantor Transmission ROW.
11. The Petitioner's equipment cannot exceed fourteen (14) feet in height when traversing the right-of-way.
12. The Grantee cannot leave construction equipment and materials on Grantor property when there is no work activity.
13. The Grantee must be made aware that Grantor use heavy equipment and cannot be held responsible for any damage to the Grantee's facilities that may occur due to the Company's right to access our property to operate and maintain new and existing transmission and distribution facilities.
14. The Grantee cannot place obstructions on Grantor's property that will restrict our ability to access, operate and maintain existing and future transmission and distribution facilities.
15. Transmission Engineering requires that the Grantee's proposed facilities on ComEd's property be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Grantor construction traffic.
16. The Grantee is responsible for its own research and implementation, if necessary, of cathodic protection and grounding of the proposed facilities at the sole cost of the petitioner.
17. The Grantee and/or its contractor are advised that if heavy snow, rains and/or a large amount of water enters the excavation site and/or pooling occurs within the excavation site, the Overhead Transmission engineering department must be contacted for further instructions.
18. The Grantee and/or its contractor must place barriers if the excavated area must remain open overnight.
19. When working in the vicinity of Grantor's electric transmission lines during the installation, OSHA requires a minimum fifteen (15) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment for the Grantee's contractor and Grantor's existing 138,000 volt electric transmission conductors, and a minimum twenty (20) feet working clearance distance must be maintained between the booms, arms or other parts that can be raised on the equipment for the Grantee's contractor and Grantor's existing 345,000 volt electric transmission conductors. **Under no circumstances should truck beds be raised underneath Grantor transmission lines. This note should be added to any construction drawings.**
20. It is suggested that the Grantee and/or their contractor ground any exposed pipe and/or equipment during all work on the Grantor right-of-way to protect against induced voltages.
21. If the Grantee determines a line outage will be required to safely work within the vicinity of the existing Overhead Transmission facilities, a minimum of a 16-week prior notifications is required. The outage dates cannot be guaranteed due to system concerns and/or weather conditions. However, every effort will be made to accommodate the contractors need date. Any costs incurred by Grantor to

support shall be reimbursed by the Grantee. Outages on the overhead transmission facilities will not be permitted between the months of May 15 and September 15.

22. Upon completion of Grantee's project, the Grantee must remove any equipment, construction debris and material from the right-of-way and restore any other disturbed areas of the right-of-way to their pre-construction condition.

LOCAL PUBLIC AGENCY AGREEMENT FOR REIMBURSABLE UTILITY
ADJUSTMENT

LPA: The City of Naperville, the City of Aurora, and Naperville Township

Route: 1509 (North Aurora)

Section: 06-00133-00-BR

Job No.: C-91-424-19

IDOT Contract No: 61G79

County: DuPage

Federal Project Number: XUXZ(984)

THIS AGREEMENT (“**Agreement**”) is entered into by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation hereinafter referred to as the “**COMPANY**”, and the City of Naperville, a home rule unit of local government under the laws and Constitution of the State of Illinois; the City of Aurora, a home rule unit of local government under the laws and Constitution of the State of Illinois; and Naperville Township, body corporate and politic (herein together referenced as the “**Local Public Agency**” or “**LPA**”),

WITNESSETH

1. WHEREAS, in the interest of public safety and convenience, the LPA is desirous of improving Route 1509 (North Aurora Road) from Pennsbury Lane to Frontenac Road which is located, at different points, in the City of Aurora, the City of Naperville, and Naperville Township (hereinafter the “**ROADWAY PROJECT**”); and
2. WHEREAS, the COMPANY owns in fee an electric transmission right of way in an area that will be impacted by the ROADWAY PROJECT, and COMPANY is willing to grant LPA an easement, by a separate agreement, for the ROADWAY PROJECT, which will provide LPA the ability to complete the improvements necessary for the ROADWAY PROJECT; and
3. WHEREAS, the LPA has determined that certain adjustments must be made to COMPANY's existing electric transmission facilities located within the limits of and necessitated by the PROJECT, including removal of three (3) electric transmission structures located on property owned by the COMPANY, as depicted on the Location Map attached hereto and made part hereof as **Exhibit A** (the “**Existing Transmission Facilities**”), to be replaced with three (3) electric transmission structures to be located on property owned by the COMPANY, which will not be a part of the ROADWAY PROJECT as depicted on **Exhibit A** (the “**Replacement Transmission Facilities**”); and

4. WHEREAS, the costs associated with said adjustments are required by COMPANY'S tariff and State regulations to be paid by LPA and are reimbursable in accordance with LPA policy; and
5. WHEREAS, removal of the Existing Transmission Facilities and installation of the Replacement Transmission Facilities shall together be referenced herein as the "**Utility Transmission Adjustment**"; and
6. WHEREAS, COMPANY has issued a Phase 2 deposit letter to LPA for Phase 2 design engineering and the executed version of this letter is attached as **Exhibit B**; and
7. WHEREAS, COMPANY'S tariff generally requires all costs for the Utility Transmission Adjustment to be paid in advance of any work by the COMPANY. However, LPA requires state and federal funding to pay COMPANY'S costs for the Utility Transmission Adjustment. In consideration of COMPANY's desire to cooperate with the LPA in completing the Utility Transmission Adjustment described herein the COMPANY agrees to reimbursement as provided herein.
8. NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. All aspects of this Utility Transmission Adjustment shall be in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645A&B (23 CFR 645A&B).

2. This Agreement is subject to all terms contained in the "General Provisions for Utility Adjustment Agreements" attached hereto as **Exhibit C** and made a part hereof.

3. The COMPANY will perform, or will have performed, the following work to complete the Utility Transmission Adjustment: (i) Phase 2 Design Engineering for removal of the Existing Transmission Facilities and installation of the Replacement Transmission Facilities; (ii) purchase of "long-lead" items necessary to install the Replacement Transmission Facilities; (iii) removal of the Existing Transmission Facilities; and (iv) installation of the Replacement Transmission Facilities, including but not limited to associated field work, livening, commissioning, testing, and placement in service. The COMPANY shall conduct bi-weekly check-in meetings/conference calls with representatives of the LPA and COMPANY teams to discuss and provide awareness of the status of the work and technical items if requested by LPA.

The COMPANY's work shall be accomplished by the most cost effective means available, which is reflected in the plans attached as **Exhibit D**. Said plans shall initially be comprised of the results of COMPANY'S Phase 1 Preliminary Engineering Design Plans which, when completed, shall be supplemented with COMPANY'S Phase 2 Engineering Design Plans. The work described in subromanettes (i) through (iv) above shall hereinafter referenced together as the "**Utility Adjustment Work**").

a. As set forth in Recital 6 above, a Phase 2 deposit letter has been fully executed and is attached as **Exhibit B** hereto which deposit letter is for COMPANY to provide Phase 2 design engineering work necessary for final design of the removal of the Existing Transmission Facilities

and the construction and installation of the Replacement Transmission Facilities as set forth in **Exhibit D**. Such Phase 2 design engineering work will commence independently of this Agreement.

4. Upon execution of this Agreement, COMPANY shall only perform the remainder of the Utility Adjustment Work upon receipt of a written Notice to Proceed issued by the LPA. Any Utility Adjustment Work performed prior to issuance of said Notice to Proceed, including but not limited to purchase of long-lead items (but not including Phase 2 design engineering) is considered non-reimbursable and will be the sole liability of the COMPANY. Upon receipt of the Notice to Proceed, the COMPANY will commence the remainder of the Utility Adjustment Work without delay and proceed to completion expeditiously so as not to adversely impact the ROADWAY PROJECT. COMPANY agrees to complete the Utility Adjustment Work within eighteen (18) months of a Notice to Proceed unless the COMPANY indicates that 24 months will be required due supply chain issues associated with long-lead items.

5. The COMPANY shall be responsible for preparation of required surveys, plans, specifications, and estimates needed to perform the Utility Adjustment Work. If the COMPANY contracts out any aspect of the performance of the Utility Adjustment Work, the COMPANY shall be responsible for letting and awarding said contracts and will provide construction supervision of the work; no concurrence in the award of such contracts by the LPA shall be required. Utility Adjustment Work not performed by the COMPANY shall be let by competitive bidding and the contract awarded to the lowest qualified bidder. The LPA shall be advised of the selection.

6. The total estimated cost of the Utility Adjustment Work, as hereinabove described, is \$2,700,000 (hereinafter referenced as the “**Estimated Cost**”) as shown below.

- (i) Purchase of Long Lead Items: \$500,000 [LPA liability % = 100%]
- (ii) Removal of the Existing Transmission Facilities and installation of Replacement Transmission Facilities: \$2,200,000 [LPA liability % = 100%]

The above Estimated Cost is a non-binding, high-level cost estimate prepared without an engineering design for preliminary budgetary purposes only and is not a final cost for COMPANY to perform the Utility Adjustment Work. The final costs may be higher or lower depending on final engineering design, difficulty of work area, and what the accepted contract bid is for performing the work. Final costs will be based upon the total actual charges that COMPANY incurs to complete the Utility Adjustment Work.

7. The LPA shall reimburse the COMPANY for the actual costs of the Utility Adjustment Work whether such costs are higher or lower than the Estimated Cost set forth in Paragraph 6 above.

8. It is the intent of the LPA that a portion of the costs of the Utility Adjustment Work will be paid for by the LPA and that a portion of the costs of the Utility Adjustment Work will be provided by federal funding through the Surface Transportation Program (STP) Shared Fund. This provision in no way constitutes an obligation of the LPA to use any particular funding nor does it confer a contractual or other right to demand that any particular funding be used.

9. Payment and Reimbursement.

9.1 The COMPANY has begun the Phase 2 Design Engineering as set forth in **Exhibit B**.

9.2 The LPA shall reimburse the COMPANY for the actual costs of long-lead items described in Paragraph 6 above within thirty (30) days of receipt of an invoice therefor. If the costs therefor are higher than estimated in Paragraph 6 above, the COMPANY shall provide written notification to the LPA promptly upon its determination of said additional costs.

9.3 The LPA shall reimburse the COMPANY for the actual costs incurred for removal of the Existing Transmission Facilities and installation of the Replacement Transmission Facilities. The COMPANY shall submit progress billings for said work which may be submitted at intervals not less than monthly, shall not be for amounts less than five hundred dollars (\$500.00), and shall be based on COMPANY'S estimated percentage of the work completed. If the costs therefor are higher than estimated in Paragraph 6 above, the COMPANY shall provide written notification to the LPA promptly upon its determination of said additional costs.

With each invoice the COMPANY shall provide the LPA with a brief progress report noting the work completed since the last invoice, work scheduled to be completed in the next month, and the percentage of work completed to date.

9.4 Payment or reimbursement to the COMPANY by the LPA as provided herein shall be made by means of check or wire.

9.5 The Estimated Costs set forth in Paragraph 6 above do not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the COMPANY'S poles. **It is the LPA'S responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles.** These companies will bill the LPA separately for the work they must perform.

9.6 IDOT will audit utility bills for work performed by or on behalf of the COMPANY in accordance with Federal Highway Administration (FHWA) requirements on all projects involving the use of federal funds. The COMPANY shall maintain, for three (3) years from the start of the Utility Adjustment Work, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; the Agreement and all books, records, and supporting documents related to the contract shall be available for review and audit.

10. At all times throughout this Agreement and upon completion of the Utility Adjustment Work described herein, the COMPANY shall own and maintain any and all Existing Transmission Facilities, Replacement Transmission Facilities and all structures, conductors, insulators, ground or other wires, and all other associated equipment.

11. Federal funding will be used for a portion of the Utility Adjustment Work. The COMPANY's work herein contemplated shall be subject to FHWA requirements and applicable Federal and State laws (including but not limited to the Employment of Illinois Workers on Public Works Act), rules,

regulations, orders and approvals pertaining to all Agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general as well as all those pertaining to nondiscrimination equal, employment opportunity. The COMPANY shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of Project the COMPANY shall sign and return with its Final Invoice, the Certification of Compliance with Buy America attached hereto as **Exhibit E**.

12. This Agreement is a reimbursable utility adjustment and is not required to contain the certification requirements concerning interference with public contracting (720 ILCS 5/33E-1) nor the Article 50 certifications and disclosures contained in the Illinois Procurement Code (30 ILCS 500).

13. The COMPANY shall indemnify and save harmless the LPA, its respective officers, agents, employees and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work on the utility adjustment, to the extent directly caused by COMPANY'S work only in connection with the Utility Adjustment Work to be performed by the COMPANY or any contractor it may hire pursuant to this Agreement. The COMPANY shall not be obligated to indemnify and save harmless the LPA from liability for injury or death directly or indirectly caused by negligence of an employee, agent or servant of the LPA or for any other claim, action, or suit of any character except as set forth above.

14. This Agreement may be terminated by agreement of the Parties for any reason at any time. The LPA may terminate this Agreement if the ROADWAY PROJECT does not go forward and shall owe the COMPANY no further compensation (other than payment for Phase 2 Design Engineering) if termination occurs prior to the Notice to Proceed. If the LPA terminates this Agreement after the Notice to Proceed has been issued, the LPA shall be responsible to pay for those actual costs incurred by the COMPANY for Utility Adjustment Work which have been undertaken before the date and time COMPANY was notified in writing of the termination. Notice of termination may be emailed to Kenneth Wendt at Kenneth.Wendt@ComEd.com or delivered in person, via recognized courier or registered US Mail to Kenneth Wendt, Manager Project Management, at the following address 3 Lincoln Center, Oakbrook Terrace, IL, 60181. If termination occurs prior to the COMPANY completing the Phase 2 Design Engineering, the COMPANY shall return the amount paid therefor by the LPA which was not used, if any.

15. This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

16. All exhibits referenced herein shall be deemed to be attached hereto and made part hereof.

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

Exhibits:

Exhibit A – Location Map

Exhibit B – Deposit letter for Phase 2 design engineering

Exhibit C - General Provisions for Utility Adjustment Agreements

Exhibit D – Plans for Removal of Existing Transmission Facilities and Installation of Replacement Transmission Facilities.

Exhibit E – Buy America Certificate of Compliance

/SIGNATURES ON FOLLOWING PAGES/

FOR THE COMPANY/ COMMONWEALTH EDISON COMPANY, an Illinois corporation

By: Neena Hemmady

Title: Vice President of Projects and Contracts

Date: _____

FOR THE LPA

CITY OF NAPERVILLE

By: Scott A. Wehrli
Its: Mayor

ATTEST:

By: Dawn C. Portner
Its: City Clerk

Date: _____

CITY OF AURORA

By: Richard Irvin
Its: Mayor

ATTEST:

By: Jennifer Stallings
Its: City Clerk

Date: _____

NAPERVILLE TOWNSHIP

By: Eddie Bedford
Its: Supervisor

ATTEST:

Nathanial Sippel
Its: Town Clerk

Date: _____

Section No. _____

Job No. _____

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

Taxpayer Identification Number: 36-0938600

Legal Status: Illinois Corporation, active

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

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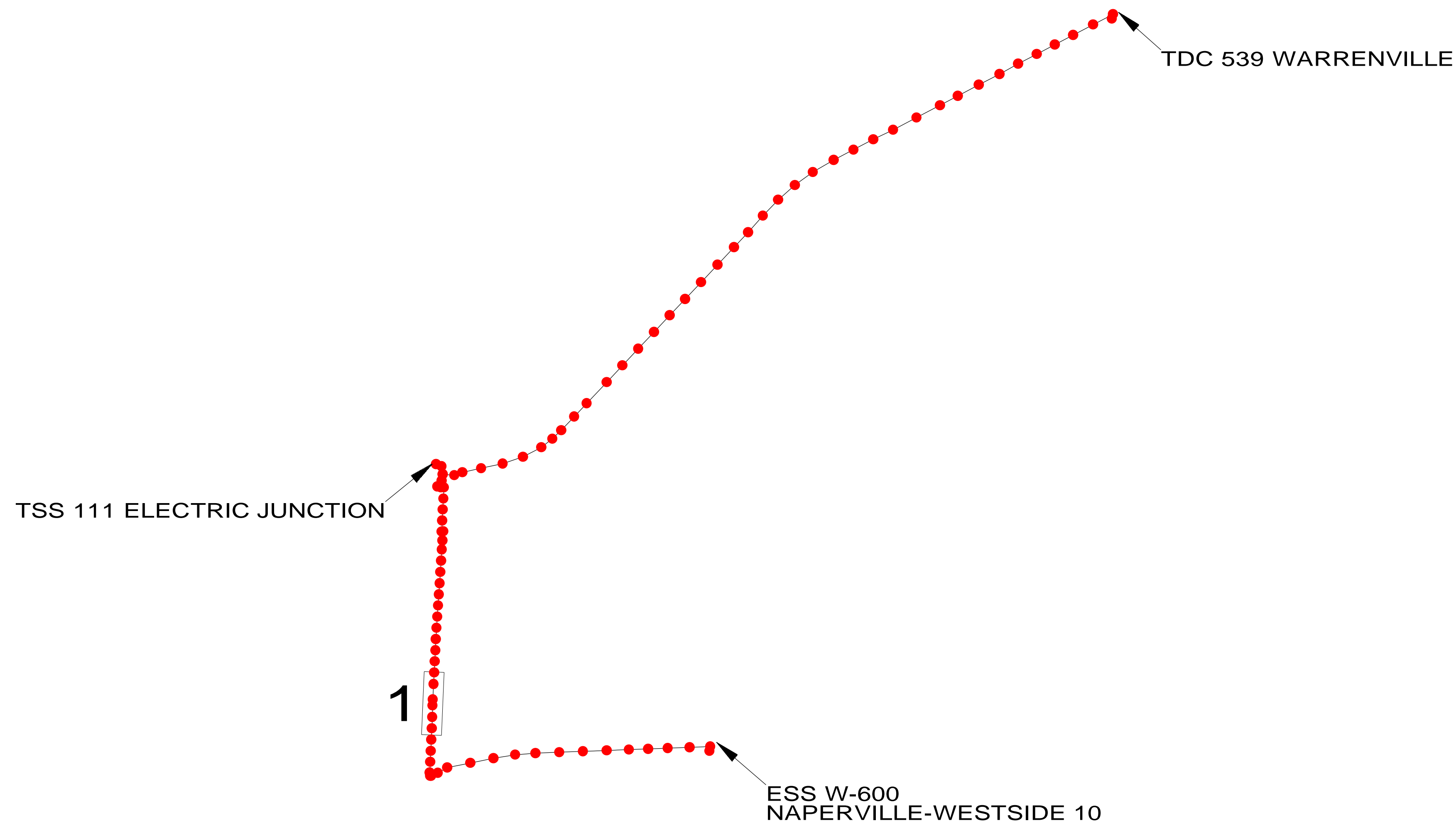
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EXHIBIT A - LOCATION MAP
SHEET 1 OF 2



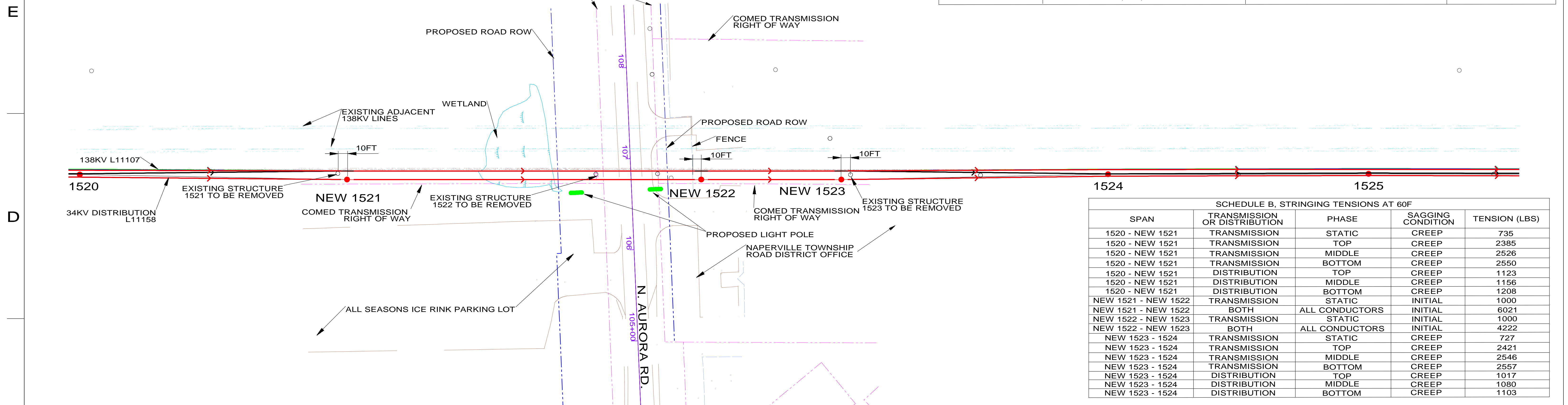
PHASE 1, 138KV TRANSMISSION LINE L11107 MODIFICATIONS STRUCTURES 1521-1523



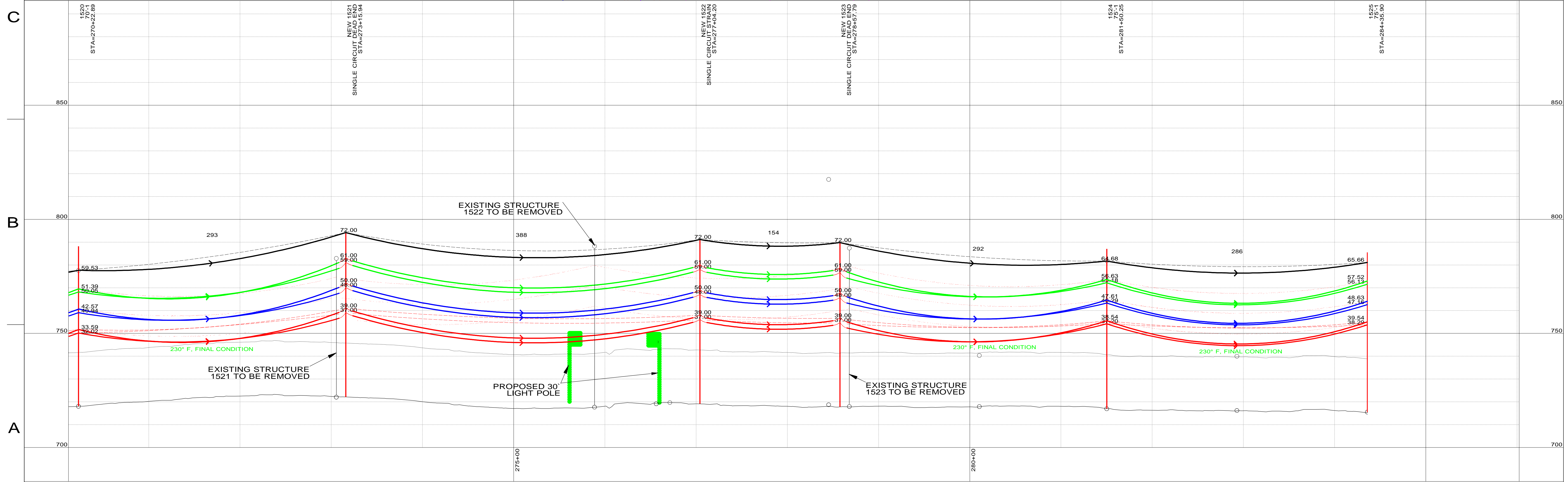
TRANSMISSION LINES ENGINEERING				D	03-08-2024	ISSUED FOR REVIEW	EDS	BFB	SCALE	LEGEND	LINE NO.	11107	PP-L11107 PHASE 1 ROUTE MAP	DRAWING NO.	SHEET NO.
				C	01-26-2024	ISSUED FOR REVIEW	EDS	BFB			VOLTAGE	138KV			
COMPANY	PRIMERA	ENGINEER	EDS	ENGINEER	-	B	12-01-2023	ISSUED FOR REVIEW	EDS	BFB	MILEAGE	7.0 MILES			
DATE	12-01-2023	DESIGNER	BFB	DATE	-	E	04-03-2024	ISSUED FOR REVIEW	EDS	BFB	ORIGIN	TDC 539 WARRENVILLE			
A/E DRAWN		COMED APPROVAL		REV	DATE	DESCRIPTION		ENG.	TECH.	TERMINATION	NAPERVILLE ESS				

**EXHIBIT A - LOCATION MAP
SHEET 2 OF 2**

SCHEDULE A, DISPLAY TEMP.			
STRUCTURE RANGE	138KV TRANSMISSION CONDUCTOR	34KV DISTRIBUTION CONDUCTOR	DISPLAY TEMP. (T/D) (MAX. OPERATING, FINAL CONDITION)
1507 - NEW 1521	1113 KCMIL (45/7) BLUEJAY ACSR	477 19W COSMOS AAC	275°F / 230°F
NEW 1521 - NEW 1523	2 @ 556.5 KCMIL (24/7) T-2 PARAKEET ACSR	2 @ 556.5 KCMIL (24/7) T-2 PARAKEET ACSR	275°F / 275°F
NEW 1523 - 1529	1113 KCMIL (45/7) BLUEJAY ACSR	477 19W COSMOS AAC	275°F / 230°F



SCHEDULE B, STRINGING TENSIONS AT 60F				
SPAN	TRANSMISSION OR DISTRIBUTION	PHASE	SAGGING CONDITION	TENSION (LBS)
1520 - NEW 1521	TRANSMISSION	STATIC	CREEP	735
1520 - NEW 1521	TRANSMISSION	TOP	CREEP	2385
1520 - NEW 1521	TRANSMISSION	MIDDLE	CREEP	2526
1520 - NEW 1521	TRANSMISSION	BOTTOM	CREEP	2550
1520 - NEW 1521	DISTRIBUTION	TOP	CREEP	1123
1520 - NEW 1521	DISTRIBUTION	MIDDLE	CREEP	1156
1520 - NEW 1521	DISTRIBUTION	BOTTOM	CREEP	1208
NEW 1521 - NEW 1522	TRANSMISSION	STATIC	INITIAL	1000
NEW 1521 - NEW 1522	BOTH	ALL CONDUCTORS	INITIAL	6021
NEW 1522 - NEW 1523	TRANSMISSION	STATIC	INITIAL	1000
NEW 1522 - NEW 1523	BOTH	ALL CONDUCTORS	INITIAL	4222
NEW 1523 - 1524	TRANSMISSION	STATIC	CREEP	727
NEW 1523 - 1524	TRANSMISSION	TOP	CREEP	2421
NEW 1523 - 1524	TRANSMISSION	MIDDLE	CREEP	2546
NEW 1523 - 1524	TRANSMISSION	BOTTOM	CREEP	2557
NEW 1523 - 1524	DISTRIBUTION	TOP	CREEP	1017
NEW 1523 - 1524	DISTRIBUTION	MIDDLE	CREEP	1080
NEW 1523 - 1524	DISTRIBUTION	BOTTOM	CREEP	1103



TRANSMISSION LINES ENGINEERING				D 03-08-2024 ISSUED FOR REVIEW C 01-26-2024 ISSUED FOR REVIEW B 12-01-2023 ISSUED FOR REVIEW E 04-03-2024 ISSUED FOR REVIEW	EDS BFB EDS BFB EDS BFB	SCALE 50.0 FT. HORIZ. SCALE 20.0 FT. VERT. SCALE	LEGEND CONDUCTOR DISPLAYED AT 275° F, FINAL CONDITION UNLESS NOTED ON PROFILE VIEW CONDUCTOR DISPLAYED AT 0° F, INITIAL CONDITION OVERHEAD GROUND WIRE DISPLAYED AT 120° F, FINAL CONDITION OVERHEAD GROUND WIRE DISPLAYED AT 0° F, INITIAL CONDITION	LINE NO. 11107 VOLTAGE 138KV MILEAGE 7.0 MILES ORIGIN TDC 539 WARRENVILLE TERMINATION NAPERVILLE ESS	PP-L11107 STRUCTURE 1520 TO 1525 STATION 270+12 TO 284+36 DRAWING NO.	1 OF 1 SHEET NO.
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comedSM

AN EXELON COMPANY

Dear Mr. Novack,

Thank you for your interest in the North Aurora Road Grade separation ComEd transmission tower relocation. ComEd is requesting an additional deposit to move into the detailed engineering process. As we have discussed, ultimately a final deposit will be required ahead of construction.

The ComEd process for transmission projects occurs in multiple phases, with review, commitment, and deposits required prior to moving into each subsequent phase. As a regulated utility, ComEd is bound to operate, among other governing regulations and law, under the Illinois Public Utility Act and ComEd's tariffs (which, upon approval by the Illinois Commerce Commission, have the force of a statute under Illinois law).

At this initial stage for your expansion project, we envision a multi-phase engineering plan:

Phase 1 – Preliminary Engineering – The initial deposit and supporting information/documents have resulted in completion of a preliminary design, scope of work including identification of system reinforcements, an estimate projected not to exceed \$3.3m, and a preliminary project timeline to complete the detailed engineering process no later than 2/28/2025 and ultimate relocation of the tower(s) no later than 6/1/2025.

- Upon review and discussion, if you desire to move forward with the project you would countersign the Phase 1 results letter and pay the next deposit, discussed below under Phase 2.

Phase 2 – Detailed Engineering – an additional deposit of \$250,000, will initiate an anticipated 8-10 month timeline, assuming no scope changes from Phase 1, to complete an IFC (issued for construction) package, identify long lead material orders, and obtain permits. A detailed schedule is developed at this stage and costs are further refined. Bi-weekly check in meetings/conference calls with the customer and ComEd teams continue throughout the process to provide awareness of status and discuss technical items. PJM outage requirement(s) initiated in Phase 1 and elaborated at Phase 2 will be submitted for approval and final critical path alignment.

- Upon review and discussion, if there is a desire to move forward with the project, the customer will reimburse for the invoiced costs of the long-lead materials.
- Phase 3 – Construction – all field work, liveness, commissioning, testing, and facilities will be placed in service truing up with actual costs monthly through completion. The anticipated timeline for construction execution is an early completion targeting the 1st quarter 2025 with a late target completion of 6/1/2025. ComEd will continue bi-weekly meetings, report on scope, schedule and budget as detailed above.

For clarity, the intent of this letter is for Phase 2 engineering only. After we receive the signed letter back, ComEd will issue an invoice in the amount of \$250,000 for the Phase 2 deposit to begin the detailed Engineering process described above.

Please note that there is a global supply chain challenge and risk on material delivery which might affect this timeline. Delivery lead times on many long lead materials have endured significant delays due to a shortage of supply of critical components. We have escalated this issue within ComEd's leadership and working to mitigate it as best as possible with our broad vendor network.

We appreciate your early engagement on this exciting expansion project and look forward to working with you through the engineering and construction process. Should you have any questions, please call me at 630-414-1306.

Sincerely,
Joe McGowan
ComEd
One Lincoln Center
Oakbrook Terrace, IL 60181

cc: Kevin O'Shea, Sr. Account Representative
Brenda Brock, Sr Manager, Project Management
Ken Wendt, Sr Manager, Project Management
John Mishevski, Sr. Real Estate Representative
Rebecca Takacs, ComEd General Assistant Council

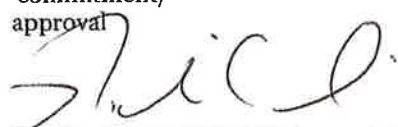
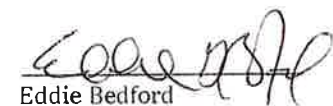
 Customer - Douglas A. Krieger commitment/ approval	_____	_____	<u>7/1/24</u>
	Title-City Manager	City of Naperville	Date
 Richard Irvin commitment/approval	_____	_____	<u>7/3/24</u>
	May or	City of Aurora	Date
 Eddie Bedford commitment/ approval	_____	_____	<u>7/1/24</u>
	Township Supervisor	Naperville Township	Date

EXHIBIT C

GENERAL PROVISIONS FOR UTILITY ADJUSTMENT AGREEMENTS

1. In the event this adjustment is caused by the construction of the National System of Interstate and Defense Highways or Supplemental Freeway System, it is understood that the COMPANY at no time will perform any normal maintenance on the utility facilities from the through traffic lanes or shoulders of the Interstate or Supplemental Freeway Route or any ramps or shoulders leading thereto. Proper maintenance procedures to be used in cases of emergency are to be obtained from the District Engineer of the State Department of Transportation.
2. In the event any of this utility adjustment work is performed by other than COMPANY forces, the provision of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or political subdivision or by one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
3. In the event the COMPANY does not perform the relocation work with its own forces, i.e., where the COMPANY enters into a contract or agreement with the construction Contractor, or similar party, to perform such relocation work, the COMPANY shall include the clauses which follow and are made a part of the "General Provisions" in its contract, or agreement, with the Contractor. Appendix A requires that the COMPANY will not discriminate, in its choice of Contractor and that its Contractor will not discriminate in the choice of subcontractors, including procurement of materials and leases of equipment.

CONTRACTOR DISADVANTAGED BUSINESS ASSURANCE

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

NOTICE TO CONTRACTORS COMPLIANCE WITH THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance and Regulation:** The Contractor will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it, after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations of Subcontracts Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highways Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanction for Non-compliance:** In the event of the Contractor's non-compliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

**PLANS FOR PROPOSED
FEDERAL AID HIGHWAY**

**FAU 1509 (NORTH AURORA ROAD)
PENNSBURY LANE TO FRONTENAC ROAD
RECONSTRUCTION**
SECTION NO.: 06-00133-00-BR
PROJECT NO.: XUXZ(984)
DUPAGE COUNTY
C-91-424-19

**FOR INDEX OF SHEETS AND LIST OF
HIGHWAY STANDARDS, SEE SHEET NO. 2**

DESIGN DESIGNATION
2715 (40) MINOR ARTERIAL 3.56 (FD-20)

TRAFFIC DATA
NORTH AURORA ROAD
DESIGN SPEED: 45 MPH
POSTED SPEED: 40 MPH
ADT: 12,700 (2020)
ADT: 33,200 (2040)

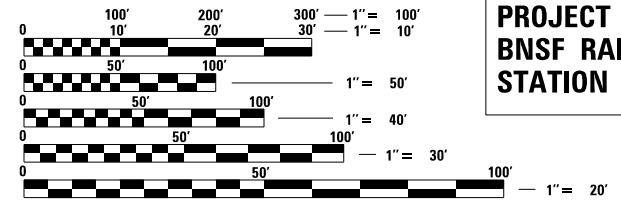
**PROJECT IS LOCATED IN:
THE CITY OF NAPERVILLE,
UNINCORPORATED NAPERVILLE
TOWNSHIP AND CITY OF AURORA**



LOCATION OF SECTION INDICATED THUS: — ■ —

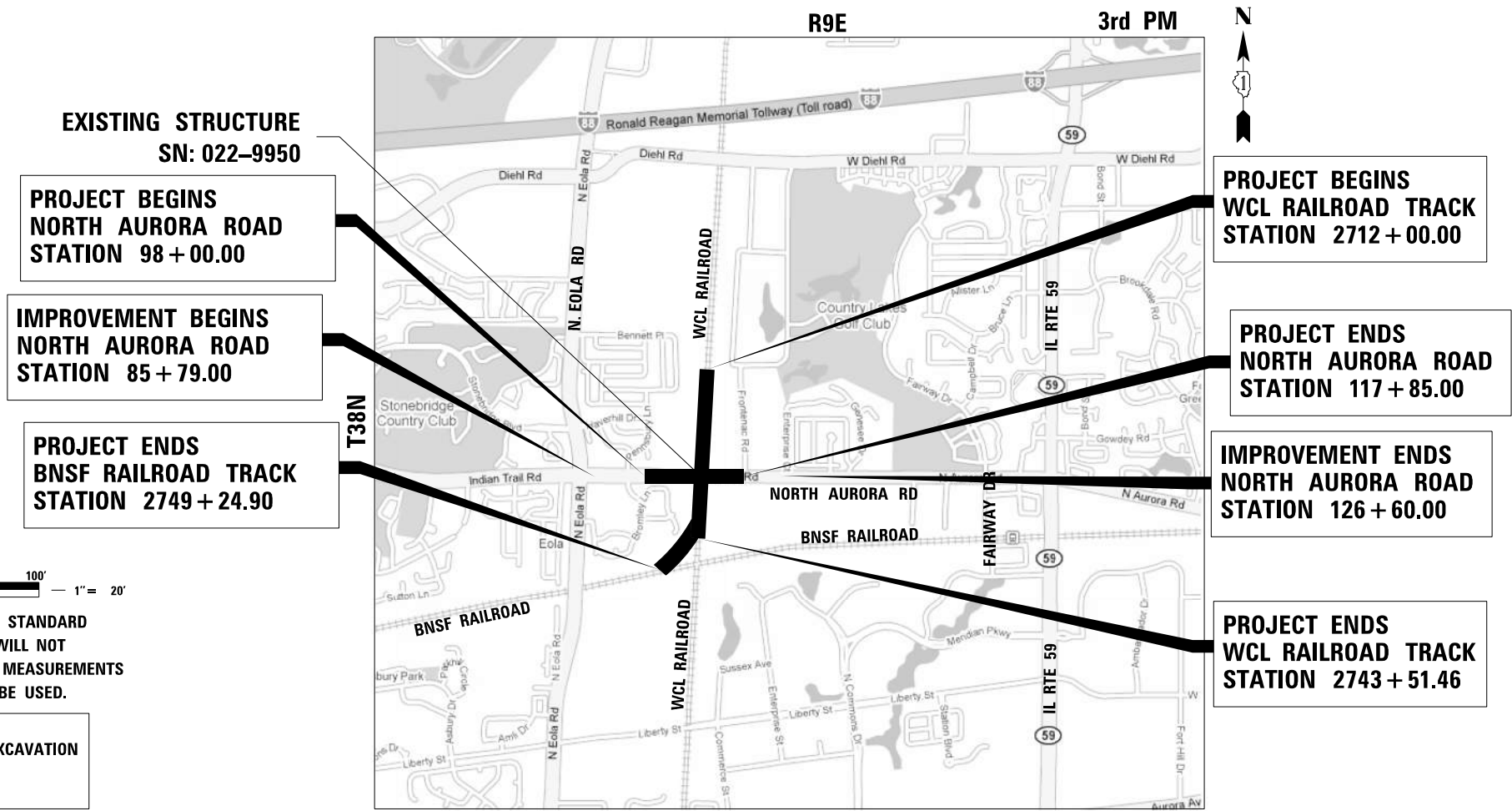
1475 EAST WOODFIELD ROAD SUITE 600
SCHAMBURG, IL 60173
(847) 605-9600
TRANSYSTEMS

FEDERAL AID PROGRAM ENGINEER: CARMEN E. RAMOS, P.E., SCHAMBURG, IL



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123
OR 811



CITY OF NAPERVILLE AND NAPERVILLE TOWNSHIP
LOCATION MAP
NOT TO SCALE

PROJECT LENGTH (GROSS /NET)
GROSS ROADWAY LENGTH = 1,985.00 FT. = 0.38 MILE

**PROJECT BEGINS
WCL RAILROAD TRACK
STATION 2712 + 00.00**

**PROJECT ENDS
NORTH AURORA ROAD
STATION 117 + 85.00**

**IMPROVEMENT ENDS
NORTH AURORA ROAD
STATION 126 + 60.00**

**PROJECT ENDS
WCL RAILROAD TRACK
STATION 2743 + 51.46**

**EXISTING STRUCTURE
SN: 022-9950**

**PROJECT BEGINS
NORTH AURORA ROAD
STATION 98 + 00.00**

**IMPROVEMENT BEGINS
NORTH AURORA ROAD
STATION 85 + 79.00**

**PROJECT ENDS
BNSF RAILROAD TRACK
STATION 2749 + 24.90**

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED ON: May 8, 2024
Andrew Hynes
CITY OF NAPERVILLE, DEPUTY CITY ENGINEER

APPROVED ON: MAY 8, 2024
Kenneth Schiro
CITY OF AURORA, CITY ENGINEER

APPROVED ON: MAY 8, 2024
Edie A. Bell
NAPERVILLE TOWNSHIP, HIGHWAY COMMISSIONER

PASSED _____, 20__
DISTRICT 1 ENGINEER OF LOCAL ROADS & STREETS

RELEASING FOR BID
BASED ON LIMITED
REVIEW _____, 20__
REGIONAL ENGINEER

**PRINTED BY THE AUTHORITY
OF THE STATE OF ILLINOIS**

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PLAN	SURVEYED	DATE
NOTE BOOK NO.	PLOTTED	BY
	GRADES CHECKED	
	STRUCTURE NOTATIONS CHECKED	

PROFILE	SURVEYED	DATE
NOTE BOOK NO.	PLOTTED	BY
	GRADES CHECKED	
	STRUCTURE NOTATIONS CHECKED	

FILE NAME = 060002-INDEX OF SHEETS



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 100.0000' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

NORTH AURORA ROAD PENNSBURY LANE TO FRONTENAC ROAD INDEX OF SHEETS AND IDOT HIGHWAY STANDARDS	
SCALE: NONE	SHEET 2 OF 2 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	3
				CONTRACT NO. 61G79
ILLINOIS FED. AID PROJECT				

GENERAL NOTES

THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO BEGINNING WORK AND SHALL COORDINATE ALL CONSTRUCTION OPERATIONS WITH THE ENGINEER.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS IN THE FIELD PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION. WHERE NEW WORK IS PROPOSED TO MEET EXISTING FEATURES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD CHECK ALL DIMENSIONS AND ELEVATIONS AND NOTIFY THE ENGINEER OF DISCREPANCIES BEFORE PROCEEDING WITH CONSTRUCTION.

THE CONTRACTOR SHALL PROVIDE ACCESS TO ABUTTING PROPERTIES AT ALL TIMES DURING CONSTRUCTION, EXCEPT FOR BRIEF PERIODS OF INTERRUPTION. THE CONTRACTOR SHALL NOTIFY THE PROPERTY OWNER NO LESS THAN 24 HOURS IN ADVANCE OF THE INTERRUPTION OF ACCESS AND/OR SERVICES. THE NOTIFICATION WILL INCLUDE THE TIME AND DURATION OF THE INTERRUPTION.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (2009 ADJUSTMENT). THE ELEVATIONS SHOWN ON THE PLANS ARE FOR FINISHED GRADES UNLESS OTHERWISE NOTED.

ALL RADII FOR PROPOSED CURB AND GUTTER ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

CONTRACTOR SHALL TAKE PRECAUTION BY PRESERVING EXISTING TREES WITHIN THE RIGHT OF WAY. IF ANY DAMAGE OCCURS, TREES SHALL BE REPLACED IN KIND PER ARTICLE 201.07 REPAIR OR REPLACEMENT OF EXISTING PLANT MATERIAL REQUIREMENTS STATED HEREIN.

THE AGGREGATE GRADATION FOR THE AGGREGATE SUBGRADE IMPROVEMENT 12" LOWER LIFT SHALL BE CS 1 OR RR1.

THE CONTRACTOR SHALL CONTACT KALPANA KANNAN-HOSADURGA, THE DISTRICT ONE TRAFFIC CONTROL SUPERVISOR, AT KALPANA.KANNAN-HOSADURGA@ILLINOIS.GOV A MINIMUM OF 72 HOURS IN ADVANCE OF BEGINNING WORK.

REMOVAL

THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT, CONCRETE CURB & GUTTER, MEDIAN, HOT-MIX ASPHALT SHOULDER; SIDEWALK; AND/OR OTHER APPURTENANCES AS SHOWN ON THE PLANS, TO SEPARATE THE EXISTING MATERIAL TO BE REMOVED, BY MEANS OF AN APPROVED CONCRETE SAW TO A DEPTH SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. .

THE CONTRACTOR SHALL BE REQUIRED TO SAW VERTICAL CUTS SO AS TO FORM CLEAN VERTICAL JOINTS. SHOULD THE CONTRACTOR DEFACE ANY EDGE, A NEW SAWED JOINT SHALL BE PROVIDED.

ALL EXCESS MATERIAL SHALL BE DISPOSED OF OFFSITE ON THE DAY IT IS EXCAVATED OR REMOVED.

THE CONTRACTOR IS PROHIBITED FROM BURNING ANY MATERIAL WITHIN OR ADJACENT TO THE PROJECT LIMITS. ALL EXCESS OR WASTE MATERIAL SHALL BE HAULED AWAY FROM THE PROJECT SITE BY THE CONTRACTOR AND LEGALLY DISPOSED OF OUTSIDE THE RIGHT-OF-WAY.

ALL STORM SEWER, PIPE CULVERTS, GUARDRAIL AND OTHER ITEMS SCHEDULED FOR REMOVAL WILL BE EXAMINED BY THE ENGINEER, AND IN COORDINATION WITH THE CITY OF NAPERVILLE, TO DETERMINE IF THE ITEM IS SUITABLE FOR SALVAGE. ITEMS DESIGNATED FOR SALVAGE SHALL BE CAREFULLY REMOVED AND STORED AT THE LOCATION AND IN THE MANNER DESIGNATED BY ENGINEER.

DRAINAGE

UNLESS OTHERWISE NOTED ON THE PLANS, THE EXISTING DRAINAGE FACILITIES SHALL REMAIN IN USE DURING THE PERIOD OF CONSTRUCTION. DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHALL ENSURE POSITIVE SITE DRAINAGE AT THE CONCLUSION OF EACH DAY. SITE DRAINAGE MAY BE ACHIEVED BY DITCHING, PUMPING, OR ANY OTHER METHOD ACCEPTABLE TO THE ENGINEER.

THE CONTRACTOR SHALL CONFIRM ALL EXISTING STORM SEWER PIPE SIZES AND INVERTS PRIOR TO ORDERING STRUCTURES. ANY MODIFICATION OF STRUCTURES DUE TO THE FAILURE OF THE CONTRACTOR TO PERFORM THIS TASK SHALL BE AT THE CONTRACTOR'S EXPENSE AND MAY LEAD TO THE REJECTION OF THE STRUCTURE IN THE FIELD IF THE MODIFICATION IS NOT APPROVED BY THE ENGINEER.

WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE OR PUBLIC DRAINS, CULVERTS, SEWERS OR CATCH BASINS. THE CONTRACTOR SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS AND DISCHARGE THE SAME. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLAN, IF NECESSARY, AND A TEMPORARY OUTLET. THE CONTRACTOR SHALL BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER RECEIVED FROM TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTIONS WITH SEWER ARE BUILT AND IN SERVICE.

THE CONTRACTOR SHALL DETERMINE WHEN FLAT SLAB TOPS ARE REQUIRED ON MANHOLES AND CATCH BASINS. RESTRICTED DEPTH MANHOLES AND CATCH BASINS SHALL BE CONSTRUCTED ACCORDING TO IDOT STANDARDS SUMPS, WHERE REQUIRED.

ALL EXISTING DRAINAGE FACILITIES, HEADWALLS AND FENCES NO LONGER REQUIRED, IN THE OPINION OF THE ENGINEER, SHALL BE REMOVED.

DURING THE CONSTRUCTION OPERATION WHEN ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DITCHES, GUTTERS OR DRAINAGE STRUCTURES SO THE NATURAL FLOW OF WATER IS OBSTRUCTED, THE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY.

AT THE CONCLUSION OF THE CONSTRUCTION OPERATIONS ALL DRAINAGE STRUCTURES SHALL BE FREE FROM ALL DIRT AND DEBRIS.

TOP OF FRAME (RIM) ELEVATIONS SHOWN ON THE PLANS ARE ONLY TO ASSIST THE CONTRACTOR IN DETERMINING THE APPROXIMATE OVERALL HEIGHT OF THE STRUCTURE. FRAMES ON ALL NEW STRUCTURES SHALL BE ADJUSTED TO THE FINAL ELEVATIONS OF THE AREAS IN WHICH THEY ARE LOCATED AS PART OF THE STRUCTURE COST.

UNLESS OTHERWISE NOTED, LOCATIONS SHOWN ON THE PLANS ARE TO THE EDGE OF PAVEMENT FOR STRUCTURES IN THE CURB AND TO THE CENTER OF THE STRUCTURE FOR ALL OTHER STRUCTURES. ALL TOP OF FRAME (RIM) ELEVATIONS FOR STRUCTURES LOCATED IN THE CURB AND GUTTER ARE AT THE EDGE OF PAVEMENT. DRAINAGE STRUCTURE FLAT-TOPS AND CONES SHALL BE TURNED SO THAT THE FRAMES ARE CLOSEST TO THE CENTERLINE OF THE LANE UNLESS OTHERWISE NOTED. ALL FLAT-TOPS AND CONES ARE ASSUMED TO BE ECCENTRIC UNLESS OTHERWISE NOTED.

STATIONS, OFFSETS, AND INVERT ELEVATIONS FOR FLARED END SECTIONS ARE GIVEN AT THE CENTERLINE OF THE OUTLET END OF THE FLARED END SECTION. THE FLARED END SECTION SHALL BE INSTALLED AT THE SAME SLOPE AS THE OUTLET PIPE.

ALL FRAMES WITH CLOSED LIDS TO BE FURNISHED AS PART OF THIS CONTRACT, FOR THE CONSTRUCTION, ADJUSTMENT OR RECONSTRUCTION OF MANHOLES, CATCH BASINS, INLETS, VALVE VAULTS, OR METER VAULTS SHALL HAVE CAST INTO THE LID ONE OF THE FOLLOWING WORDS: LIDS FOR STORM SEWER STRUCTURES SHALL BEAR THE WORD STORM. LIDS FOR SANITARY SEWER STRUCTURES SHALL BEAR THE WORD SANITARY. LIDS FOR WATER SYSTEM STRUCTURES SHALL BEAR THE WORD WATER. ADDITIONALLY OPEN GRATES OR LIDS SHALL INCLUDE THE WORDING DUMP NO WASTE, DRAINS TO WATERWAYS.

HOT-MIX ASPHALT OR CONCRETE PAVEMENT CROSSINGS SHALL NOT BE LEFT IN GRAVEL OVERNIGHT. THIS WILL INCLUDE THE MAIN ROAD, SIDE STREETS, PRIVATE ENTRANCES, COMMERCIAL ENTRANCES AND PARKING AREAS. TEMPORARY HOT-MIX ASPHALT PATCHING OR STEEL PLATES (SEE STEEL PLATE SPECIAL PROVISION) AT THE CONTRACTOR'S EXPENSE MAY BE USED IN LIEU OF IMMEDIATE PAVEMENT REPLACEMENT.

TEMPORARY SHEETING OR BRACING FOR SEWER TRENCHES THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

AT LOCATIONS WHERE THE PROPOSED STORM SEWER CROSSES OVER UTILITIES, A 4" STYROFOAM CUSHION SHALL BE PLACED UNDER THE STORM SEWER WHEN DIRECTED TO DO SO BY THE ENGINEER.

ADJUSTMENT RINGS, MAXIMUM OF 12" IN HEIGHT, WILL BE ALLOWED IN THE ADJUSTMENT OR RECONSTRUCTION OF CATCH BASIN, MANHOLE, INLET AND VALVE VAULT STRUCTURES. ALL ADJUSTMENT RINGS SHALL BE HIGH DENSITY POLYETHYLENE PLASTIC (HDPE), RECYCLED RUBBER, HIGH DENSITY EXPANDING POLYSTYRENE, EXPANDED POLYPROPYLENE (EPP), OR OTHER MATERIAL AS APPROVED BY THE CITY ENGINEER. PRECAST CONCRETE RINGS, BRICKS, ROCKS, SHIMS, OR CONCRETE BLOCKS WILL NOT BE ALLOWED. ALL TYPE 8 GRATES ON DRAINAGE STRUCTURES SHALL BE ADJUSTED TO PLAN GRADE WITH 4" MINIMUM CONCRETE ADJUSTMENT RINGS.

COUPLINGS USED FOR CONNECTIONS OF NEW PIPE TO EXISTING PIPE AND WHERE DISSIMILAR PIPE AND JOINT MATERIALS ARE ENCOUNTERED SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. NO STAINLESS STEEL SHEAR RINGS WILL BE ALLOWED.

THE CONTRACTOR SHALL CONTACT KALPANA KANNAN-HOSADURGA, THE DISTRICT ONE TRAFFIC CONTROL SUPERVISOR, AT KALPANA.KANNAN-HOSADURGA@ILLINOIS.GOV A MINIMUM OF 72 HOURS IN ADVANCE OF BEGINNING WORK.

MILLED PAVEMENT

WHEN MILLED PAVEMENT IS OPEN TO TRAFFIC, THE MAXIMUM ELEVATION DIFFERENCE BETWEEN LANES, AT CONCRETE CURB AND GUTTER, OR EXISTING GROUND (SHOULDERS, ENTRANCES ETC...) SHALL NOT EXCEED 1.5 INCHES. WITH WRITTEN APPROVAL FROM THE ENGINEER THE MAXIMUM ELEVATION DIFFERENCE MAY BE UP TO 3 INCHES IF THE EDGE OF THE MILLING IS SLOPED A MINIMUM 3:1 (H:V).

SIGNS

THE CONTRACTOR WILL BE REQUIRED TO RELOCATE OR REMOVE AND REPLACE SIGNS WHICH INTERFERE WITH CONSTRUCTION OPERATIONS, AND TO TEMPORARILY RESET ALL SUCH SIGNS DURING CONSTRUCTION OPERATIONS ACCORDING TO ARTICLE 107.25 OF THE "STANDARD SPECIFICATIONS".

- ALL UNUSED SIGNS SHALL BE RETURNED TO THE CITY OF NAPERVILLE.
- LONGER POSTS MAY BE REQUIRED AT SOME TEMPORARY OR PERMANENT SIGN LOCATIONS TO MAINTAIN PROPER SIGN ELEVATIONS.

PROPOSED SIGNING TO BE FURNISHED AND INSTALLED BY CONTRACTOR. PROPOSED PERMANENT SIGNS TO BE COORDINATED WITH THE ENGINEER AND NAPERVILLE TRAFFIC DEPARTMENT.

UTILITIES

LOCATION INFORMATION FOR UNDERGROUND UTILITY FACILITIES SHOWN ON THE PLANS AND/OR INCLUDED IN THE CONTRACT SPECIFICATIONS REPRESENTS THE BEST INFORMATION PROVIDED TO THE CITY OF NAPERVILLE, AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CITY OF NAPERVILLE ASSUMES NO RESPONSIBILITY FOR THE SUFFICIENCY OR THE ACCURACY OF THE LOCATION INFORMATION PROVIDED.

BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CONTACT "JULIE" AT 1-800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC, TELEPHONE, GAS, WATER, SEWER, CABLE, ETC..., UTILITY LINES (MINIMUM 48 HOURS NOTIFICATION IS REQUIRED).

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR DESTRUCTION OF PUBLIC OR PRIVATE PROPERTY ACCORDING TO THE SPECIAL PROVISIONS AND ARTICLE 107.20 OF THE "STANDARD SPECIFICATIONS". THE CONTRACTOR SHALL RESTORE SUCH PROPERTY. THE CONTRACTOR SHALL USE ALL NECESSARY PRECAUTIONS AND PROTECTIVE MEASURES REQUIRED TO MAINTAIN EXISTING UTILITIES, SEWERS, AND APPURTENANCES THAT MUST BE KEPT IN OPERATION. IN PARTICULAR, THE CONTRACTOR WILL TAKE ADEQUATE MEASURES TO PREVENT THE UNDERMINING OF UTILITIES AND SEWERS WHICH ARE STILL IN SERVICE.

NGPL (KINDER MORGAN) REQUIRES THAT A NGPL REPRESENTATIVE BE ON SITE THE ENTIRE TIME ANY WORK IS BEING COMPLETED 25 FEET OR CLOSER TO THE PIPELINE. ANY DIGGING TWO FEET OR CLOSER TO THE PIPELINE MUST BE DONE BY SOFT TECHNIQUES, HAND OR HYDRO VACUUM. PIPELINE CROSSINGS MUST BE AT A MINIMUM OF 24 INCHES OF CLEARANCE AND CROSSINGS NEED TO BE VERIFIED WITH A POTHOLE VIEWING WINDOW. CONTRACTOR MUST HYDRO-EXCAVATE SLIT TRENCH / VIEW PIT, AT AN OFFSET DISTANCE OF 5 FEET FROM SIDE OF PIPE, FOR EACH PIPE CROSSING, FOR KINDER MORGAN DAMAGE PREVENTION INSPECTOR TO ENSURE THE BORE / DIRECTIONAL DRILL DOES NOT HIT THE SIDE OF PIPE AS WELL AS THE DEPTH OF THE BORE / HDD IS BEYOND 24 INCHES BELOW BOTTOM OF PIPE. THE DEPTH OF THE SLIT TRENCH / VIEW PIT MUST AT A DEPTH OF 24 INCHES (MIN.) BELOW BOTTOM OF PIPE. THE PURPOSE OF THE PIT IS FOR THE ONSITE INSPECTOR TO ENSURE THE DIRECTIONAL BORE DOES NOT ENTER THE SIDE OF PIPE AND IS NOT WITHIN THE 24 INCH TOLERANCE ZONE. THE BORE / HDD MUST BE AT A DEPTH THAT IT DOES NOT IMPEDE THE VIEW WITHIN THE PIT.

MAILBOXES

ACCORDING TO ARTICLE 107.20 OF THE "STANDARD SPECIFICATIONS" THE CONTRACTOR SHALL REMOVE ALL MAILBOXES WITHIN THE LIMITS OF CONSTRUCTION WHICH INTERFERE WITH CONSTRUCTION OPERATIONS. THE REMOVED MAILBOXES SHALL BE ERECTED AT TEMPORARY LOCATIONS. AS SOON AS CONSTRUCTION OPERATIONS PERMIT, THE CONTRACTOR SHALL SET THE MAILBOXES AT THEIR PERMANENT LOCATIONS AS DIRECTED BY THE ENGINEER AND APPROVED BY THE POSTMASTER.

MISCELLANEOUS

THE CONTRACTOR SHALL PROVIDE TEMPORARY TOILET FACILITIES FOR THE USE OF ALL THE CONTRACTORS' PERSONNEL EMPLOYED ON THE WORK SITE, AND SHALL MAINTAIN SAME IN PROPER SANITARY CONDITION. THE TEMPORARY FACILITIES SHALL INCLUDE HAND SANITIZING STATIONS. AT THE COMPLETION OF THE PROJECT, THE FACILITIES SHALL BE REMOVED AND THE PREMISES LEFT CLEAN. THE ENGINEER SHALL APPROVE THE LOCATION OF THE TEMPORARY TOILETS.

GENERALLY 10 FOOT TRANSITIONS SHALL BE USED TO MATCH PROPOSED ITEMS OF WORK TO EXISTING ITEMS IN THE FIELD, UNLESS OTHERWISE SHOWN ON THE PLANS.

THE CONTRACTOR SHALL NOT CROSS COMPLETED SURFACE COURSE, OR EXISTING PAVEMENT NOT SCHEDULED TO BE REMOVED, WITH CONSTRUCTION EQUIPMENT WHICH MAY DAMAGE THE PAVEMENT.

ALL REFERENCES IN THE HIGHWAY STANDARDS AND STANDARD SPECIFICATIONS FOR REINFORCEMENT, DOWEL BARS AND TIE BARS IN PAVEMENT, SHOULDERS, CURB, GUTTER, COMBINATION CURB & GUTTER AND MEDIAN, AND CHAIR SUPPORTS FOR CONTINUOUSLY REINFORCED CONCRETE PAVEMENT, SHALL BE EPOXY COATED, UNLESS NOTED ON THE PLANS.

THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT SOME QUANTITIES ARE GIVEN IN BOTH SUMMARY FORM AND ON THE PLAN SHEETS. CARE SHOULD BE TAKEN TO AVOID DUPLICATION OF QUANTITIES.

RAILROADS

IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO COORDINATE WITH THE WCL AND BNSF RAILWAYS WHENEVER CONSTRUCTION ACTIVITY IS WITHIN 25 FEET OF THE RAILROAD ROW. THE CONTRACTOR SHALL RETAIN FLAGMEN EMPLOYED AND DESIGNATED BY THE WCL AND BNSF RAILWAYS TO MONITOR ON-COMING TRAIN TRAFFIC, AND ADVISE CONTRACTOR PERSONNEL WHEN ACTIVITY ON OR NEAR THE RAILROAD RIGHT-OF-WAY MAY PROCEED. THIS ITEM WILL BE PAID FOR ACCORDING TO ARTICLE 107.12 AND WILL BE REIMBURSED ACCORDING TO ARTICLE 109.05.

PUMP STATION

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL CONSTRUCTION TRADE PERMITS AS MAY BE REQUIRED.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY, AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION.

ALL SHEETING AND SHORING OF EXCAVATION AS REQUIRED SHALL BE PROVIDED BY THE CONTRACTOR. SHEETING AND SHORING SHALL BE SOLE RESPONSIBILITY OF THE CONTRACTOR.

COMMITMENTS

ACCESS TO NAPERVILLE TOWNSHIP HIGHWAY DEPARTMENT AND ALL SEASONS ICE RINKS SHALL BE MAINTAINED DURING CONSTRUCTION.

NO TREES SHALL BE REMOVED FROM APRIL 1 THROUGH SEPTEMBER 30 OF ANY CONSTRUCTION YEAR.

CONTRACTOR SHALL PROVIDE A COPY OF THE IEPA NPDES ILR10 PERMIT TO COMED TRANSMISSION UPON RECEIPT. THE PERMIT CAN BE SENT TO MR. JOHN MISHEVSKI AT JOHN.MISHEVSKI@COMED.COM.

PLAN	SURVEYED	BY	DATE
	PLOTTED		
NOTE BOOK NO.	CHECKED		
	FILE NAME		

PROFILE	SURVEYED	BY	DATE
	PLOTTED		
NOTE BOOK NO.	CHECKED		
	STRUCTURE		

FILE NAME : 060092-GENERAL NOTES



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 100.0000' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
GENERAL NOTES AND COMMITMENTS**

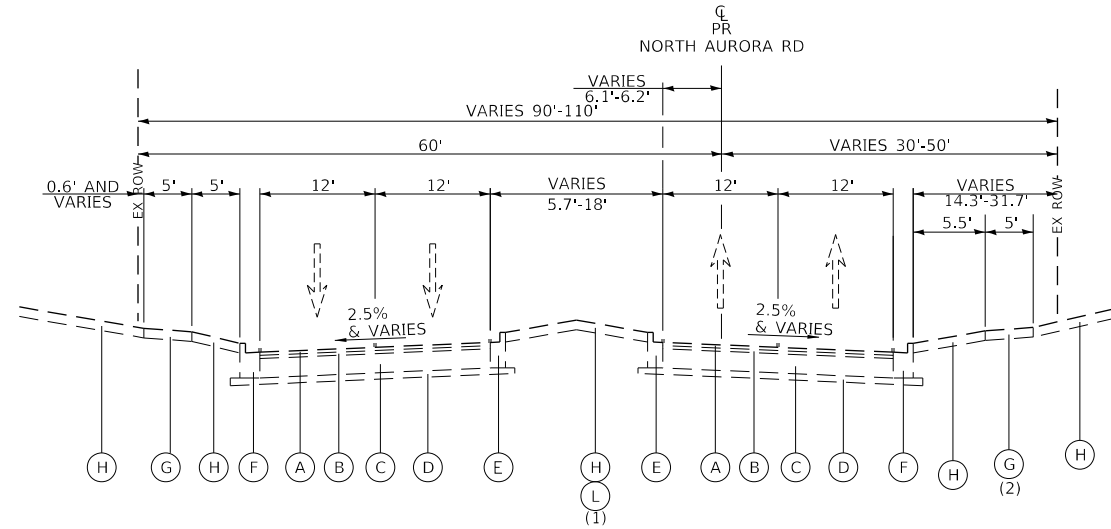
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	4
				CONTRACT NO. 61G79
ILLINOIS FED. AID PROJECT				

PLAN	SURVEYED	DATE
NOTE BOOK NO.	PLOTTED	BY
	CHECKED	
	ALIGNED	
	FILE NAME	

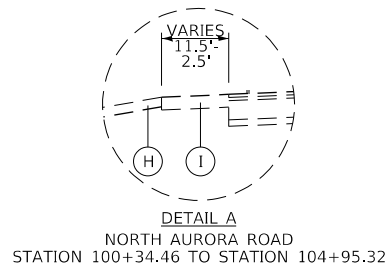
PROFILE	SURVEYED	DATE
NOTE BOOK NO.	GRADES CHECKED	BY
	STRUCTURE NOTATIONS CHKD	

- EXISTING**
- (A) EXISTING HOT-MIX ASPHALT SURFACE, 2.0"
 - (B) EXISTING HOT-MIX ASPHALT BINDER COURSE, 2.0"
 - (C) EXISTING HOT-MIX ASPHALT BASE COURSE, 11.0"
 - (D) EXISTING SUB-BASE, VARIES 4"
 - (E) EXISTING COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12
 - (F) EXISTING COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.24
 - (G) EXISTING PORTLAND CEMENT CONCRETE (PCC) SIDEWALK, 5"
 - (H) EXISTING TOPSOIL (ASSUMED TO BE 18" IN DEPTH)
 - (I) EXISTING AGGREGATE SHOULDER, 8"
 - (J) EXISTING FENCE
 - (K) EXISTING RETAINING WALL
 - (L) EXISTING CONCRETE MEDIAN



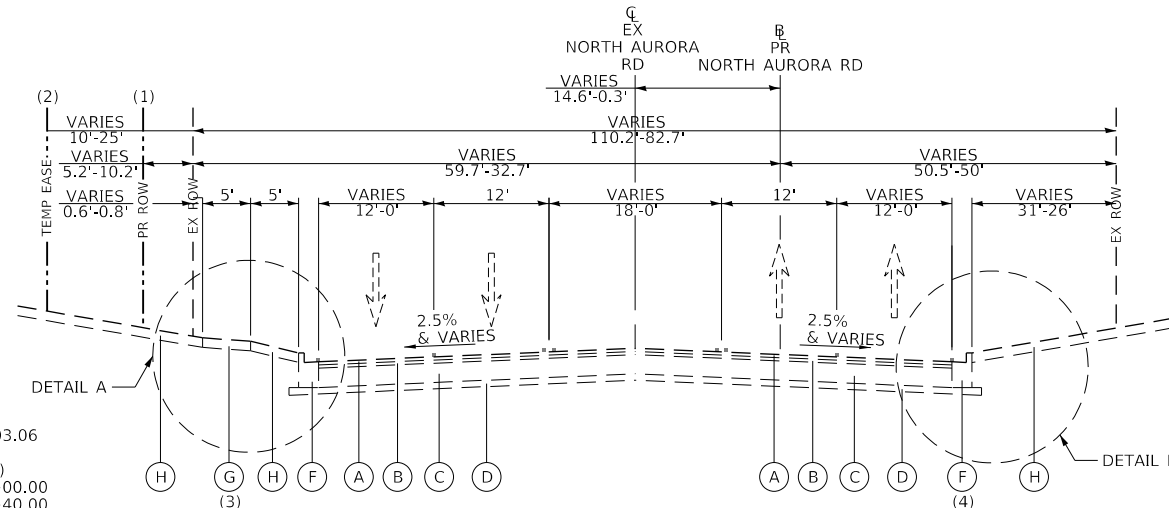
EXISTING TYPICAL SECTION
NORTH AURORA ROAD
STATION 95+00.00 TO STATION 98+81.64

(1) CONCRETE MEDIAN
STA 95+12.9 TO STA 96+67.7
(2) PCC SIDEWALK
STA 95+14.61 TO STA 97+94.69

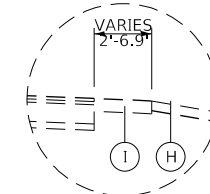


DETAIL A
NORTH AURORA ROAD
STATION 100+34.46 TO STATION 104+95.32

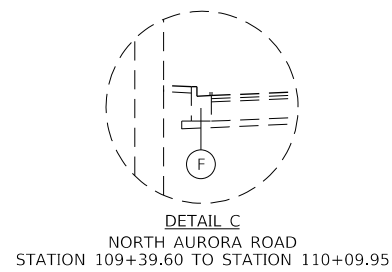
- (1) PROPOSED ROW (LEFT)
STA 99+00.00 TO STA 109+03.06
- (2) TEMPORARY EASEMENT (LEFT)
STA 100+00.00 TO STA 104+00.00
STA 104+89.95 TO STA 106+40.00
- (3) SIDEWALK (LEFT)
STA 98+81.64 TO STA 100+34.46



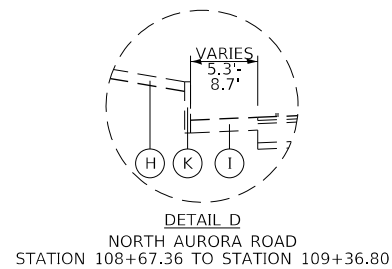
EXISTING TYPICAL SECTION
NORTH AURORA ROAD
STATION 98+81.64 TO STATION 104+95.32



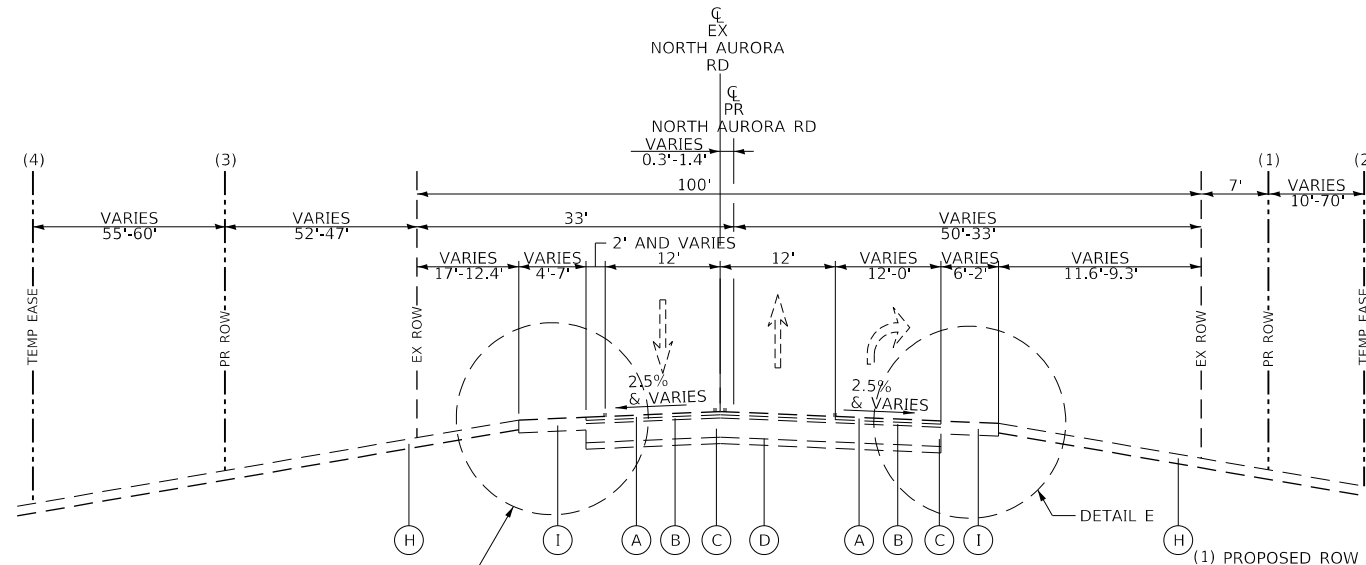
DETAIL B
NORTH AURORA ROAD
STATION 100+31.59 TO STATION 104+95.32



DETAIL C
NORTH AURORA ROAD
STATION 109+39.60 TO STATION 110+09.95



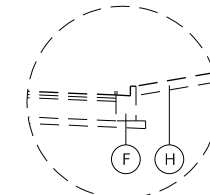
DETAIL D
NORTH AURORA ROAD
STATION 108+67.36 TO STATION 109+36.80



EXISTING TYPICAL SECTION
NORTH AURORA ROAD
STATION 104+95.32 TO STATION 109+57.13

- (3) PROPOSED ROW (RIGHT)
STA 99+00.00 TO STA 109+03.06
- (4) TEMPORARY EASEMENT (RIGHT)
STA 104+89.95 TO STA 106+70.00

- (1) PROPOSED ROW (RIGHT)
STA 105+08.74 TO STA 109+06.39
- (2) TEMPORARY EASEMENT (RIGHT)
STA 105+08.05 TO STA 107+45.00



DETAIL E
NORTH AURORA ROAD
STATION 106+05.48 TO STATION 110+04.46

FILE NAME = 060092-TYPICAL SECTIONS

TRANSYSTEMS

USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
PLOT SCALE = 100.0000' / in.	DRAWN - BMS	REVISED -
PLOT DATE = 8/28/2024	CHECKED - BVW	REVISED -
	DATE - 8/28/2024	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
EXISTING TYPICAL SECTIONS**

SCALE: NONE SHEET 1 OF 4 SHEETS STA. TO STA.

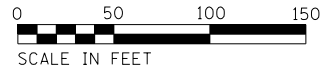
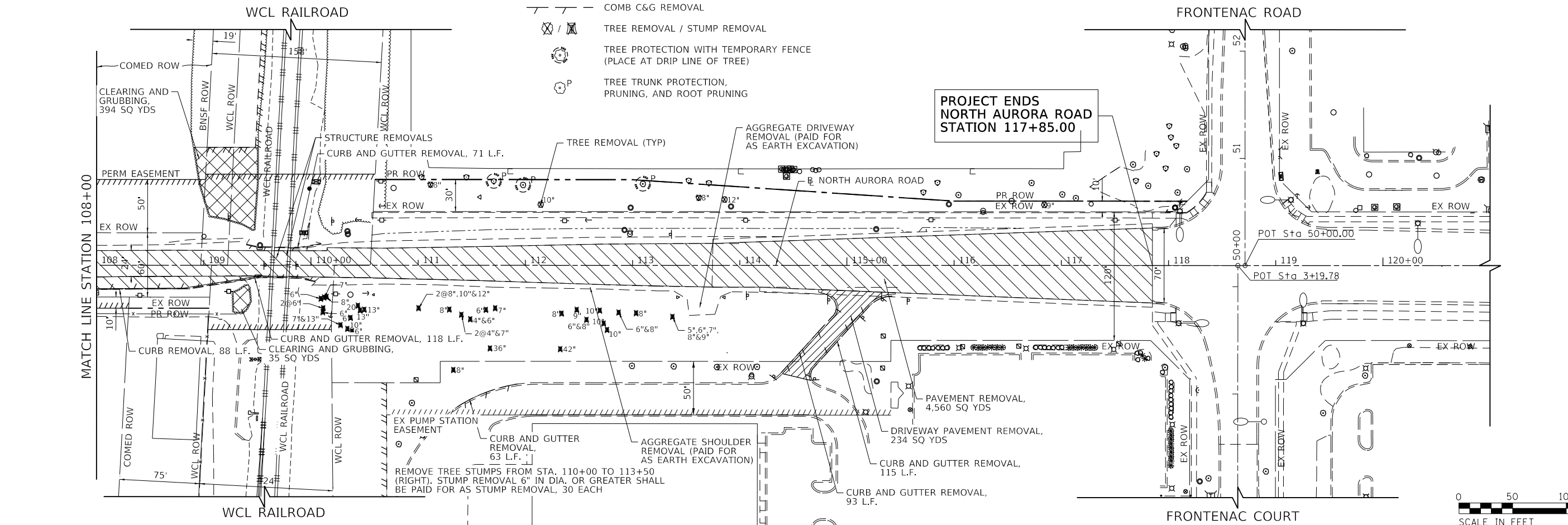
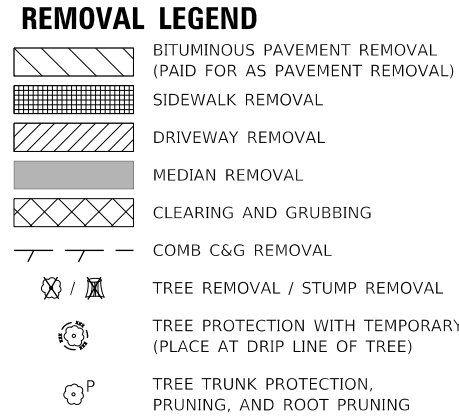
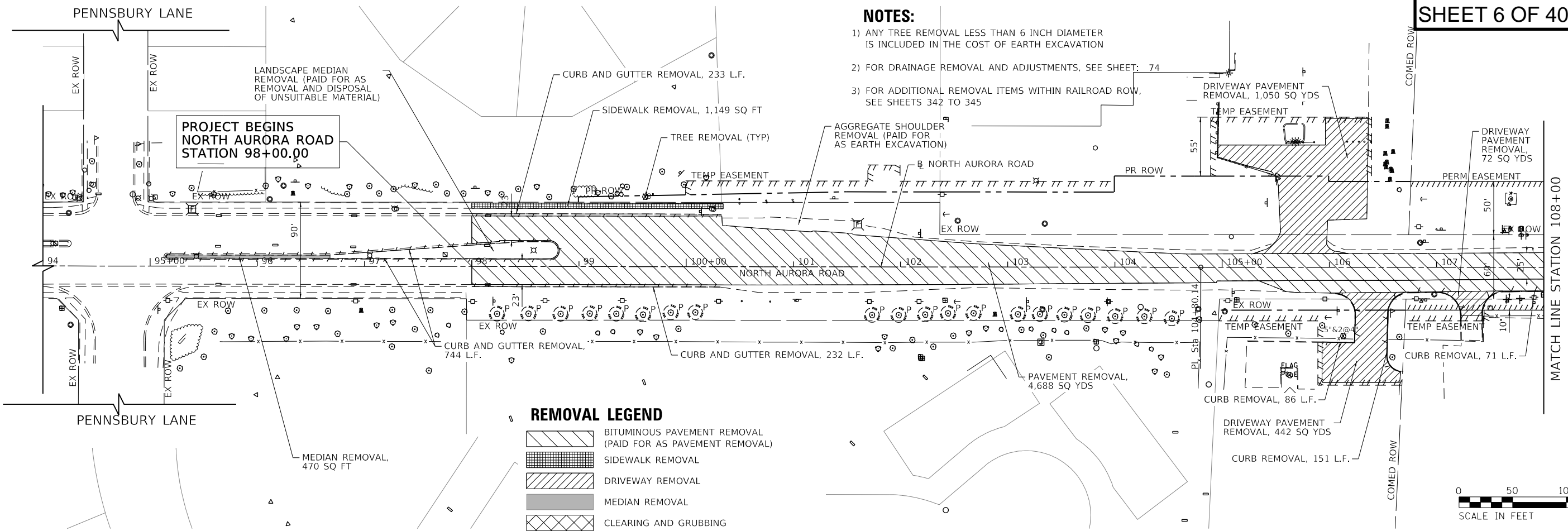
F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	23
			CONTRACT NO. 61G79	
ILLINOIS FED. AID PROJECT				

NOTES:

- 1) ANY TREE REMOVAL LESS THAN 6 INCH DIAMETER IS INCLUDED IN THE COST OF EARTH EXCAVATION
- 2) FOR DRAINAGE REMOVAL AND ADJUSTMENTS, SEE SHEET: 74
- 3) FOR ADDITIONAL REMOVAL ITEMS WITHIN RAILROAD ROW, SEE SHEETS 342 TO 345

PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	

PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	



FILE NAME = 060092-REMOVAL-01



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 100.0001' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

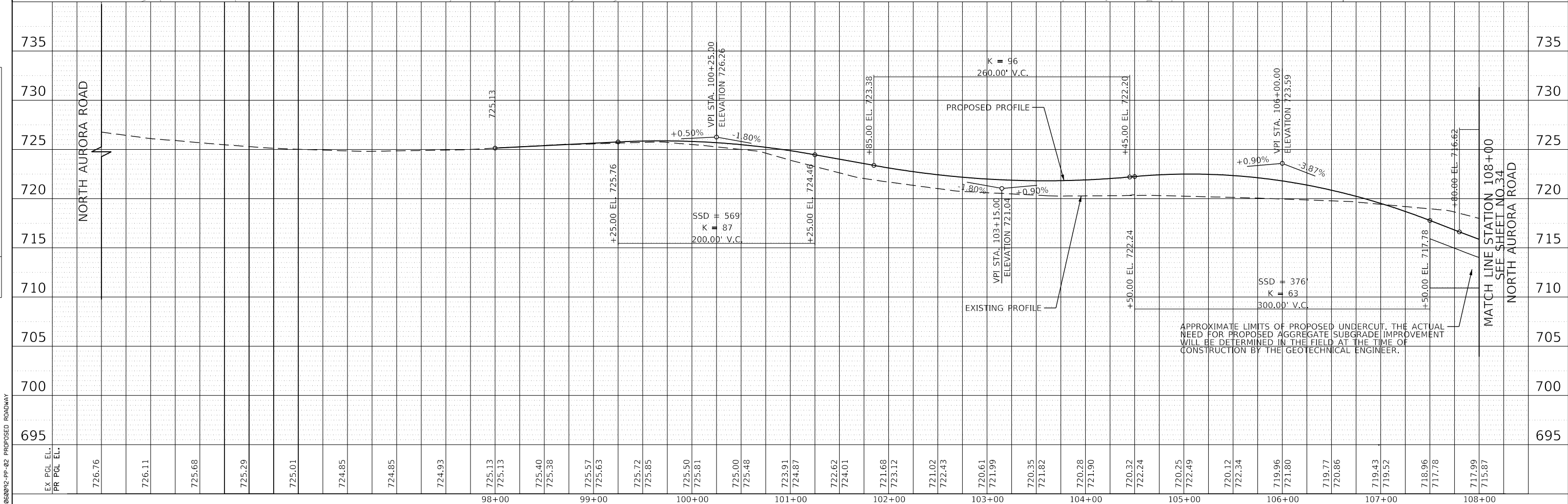
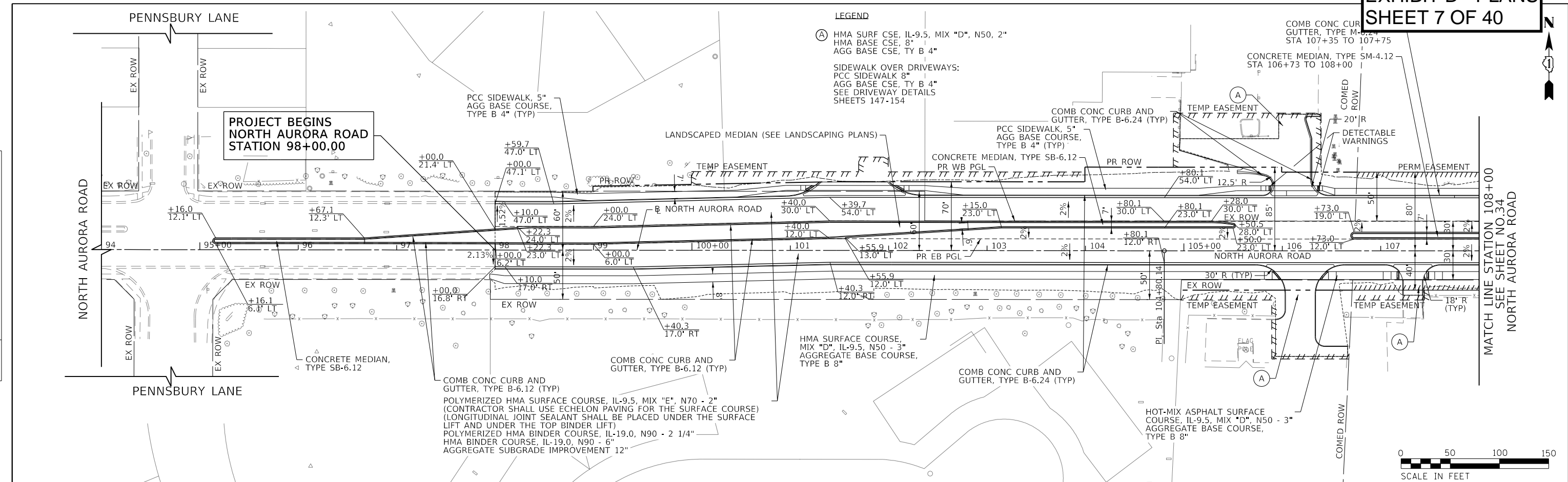
NORTH AURORA ROAD PENNSBURY LANE TO FRONTENAC ROAD REMOVAL	
SCALE: 1"=50'	SHEET 1 OF 1 SHEETS
STA. 94+00.00 TO STA. 121+00.00	

F.A.U. R.E.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	32
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	



PLAN	SURVEYED	BY	DATE
	PLOTTED		
	CHECKED		
	NO. _____		

PROFILE	SURVEYED	BY	DATE
	PLOTTED		
	CHECKED		
	NO. _____		



FILE NAME = 060892-PP-02 PROPOSED ROADWAY



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 100.0001' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

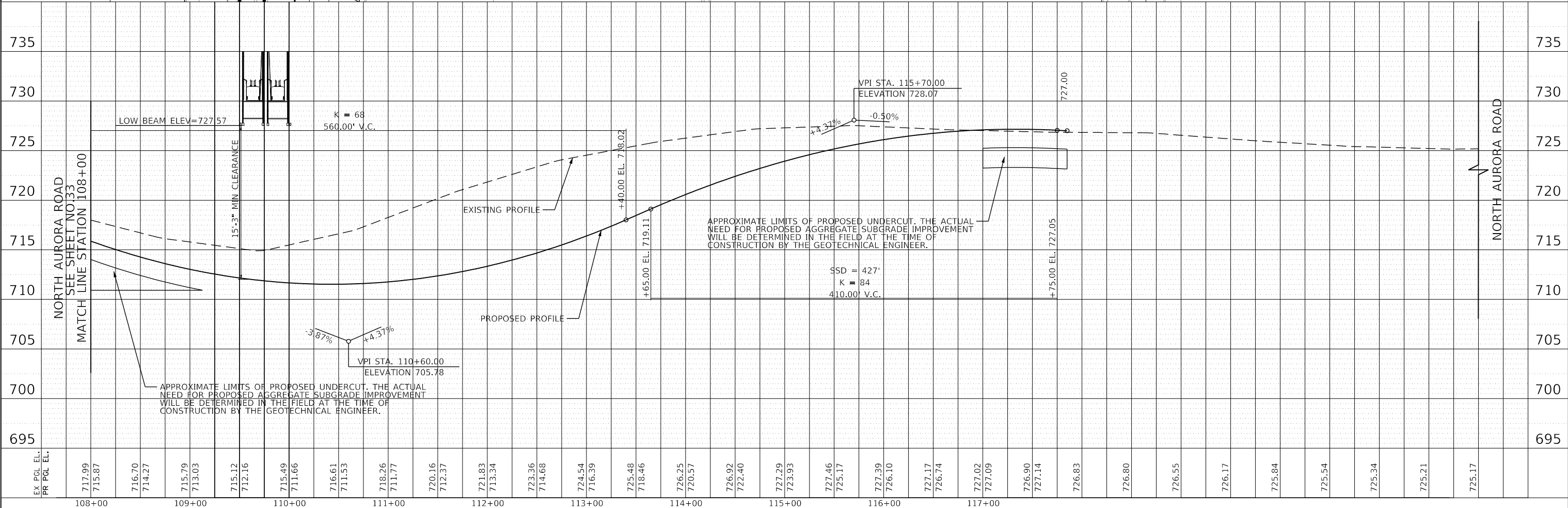
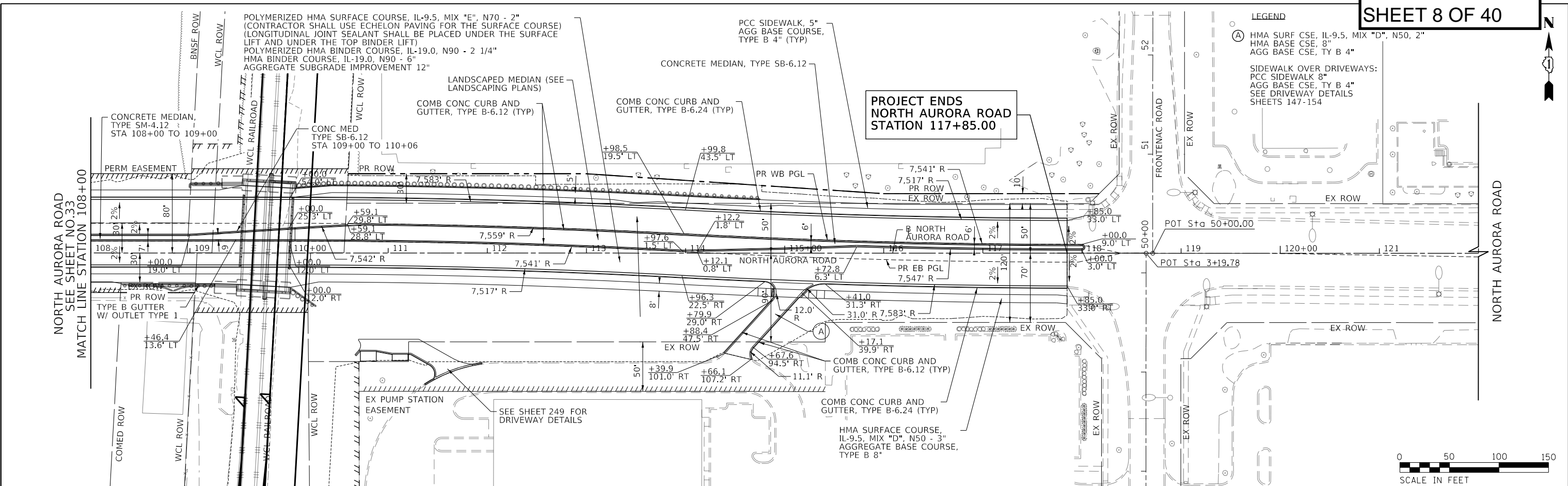
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD	
PENNSBURY LANE TO FRONTENAC ROAD	
PLAN AND PROFILE	
SCALE: 1"=50'	SHEET 1 OF 2 SHEETS
STA. 94+00.00 TO STA. 108+00.00	

F.A.U. RTE. 1509	SECTION 06-00133-00-BR	COUNTY DuPAGE	TOTAL SHEETS 423	SHEET NO. 33
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	



- LEGEND**
- (A) HMA SURF CSE, IL-9.5, MIX "D", N50, 2"
 - HMA BASE CSE, 8"
 - AGG BASE CSE, TY B 4"
- SIDEWALK OVER DRIVEWAYS:**
- PCC SIDEWALK 8"
 - AGG BASE CSE, TY B 4"
 - SEE DRIVEWAY DETAILS SHEETS 147-154



PLAN	SURVEYED	BY	DATE
	PLOTTED		
	CHECKED		
	ALIGNED		
	FILED		
	CADD FILE NAME		
	NO.		

PROFILE	SURVEYED	BY	DATE
	PLOTTED		
	CHECKED		
	GRADES		
	STRUCTURE		
	NOTATIONS		
	CHKD		
	NO.		

FILE NAME = 060802-PP-03 PROPOSED ROADWAY

	USER NAME = brvanderwal	DESIGNED - MKW	REVISED -	<p align="center">STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION</p>	<p>NORTH AURORA ROAD PENNSBURY LANE TO FRONTENAC ROAD PLAN AND PROFILE</p>		F.A.U. RTE. 1509	SECTION 06-00133-00-BR	COUNTY DuPAGE	TOTAL SHEETS 423	SHEET NO. 34
	PLOT SCALE = 100.0001' / in.	CHECKED - BVW	REVISED -		SCALE: 1"=50'	SHEET 2 OF 2 SHEETS	STA. 108+00.00 TO STA. 122+00.00	CONTRACT NO. 61G79		ILLINOIS FED. AID PROJECT	
	PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -								

NOTES:

1) TRACK WORK TO BE COMPLETED IN STAGES 2 THRU 4
SEE SHEETS 001 THRU 005 AND 346 THRU 348 FOR EROSION CONTROL

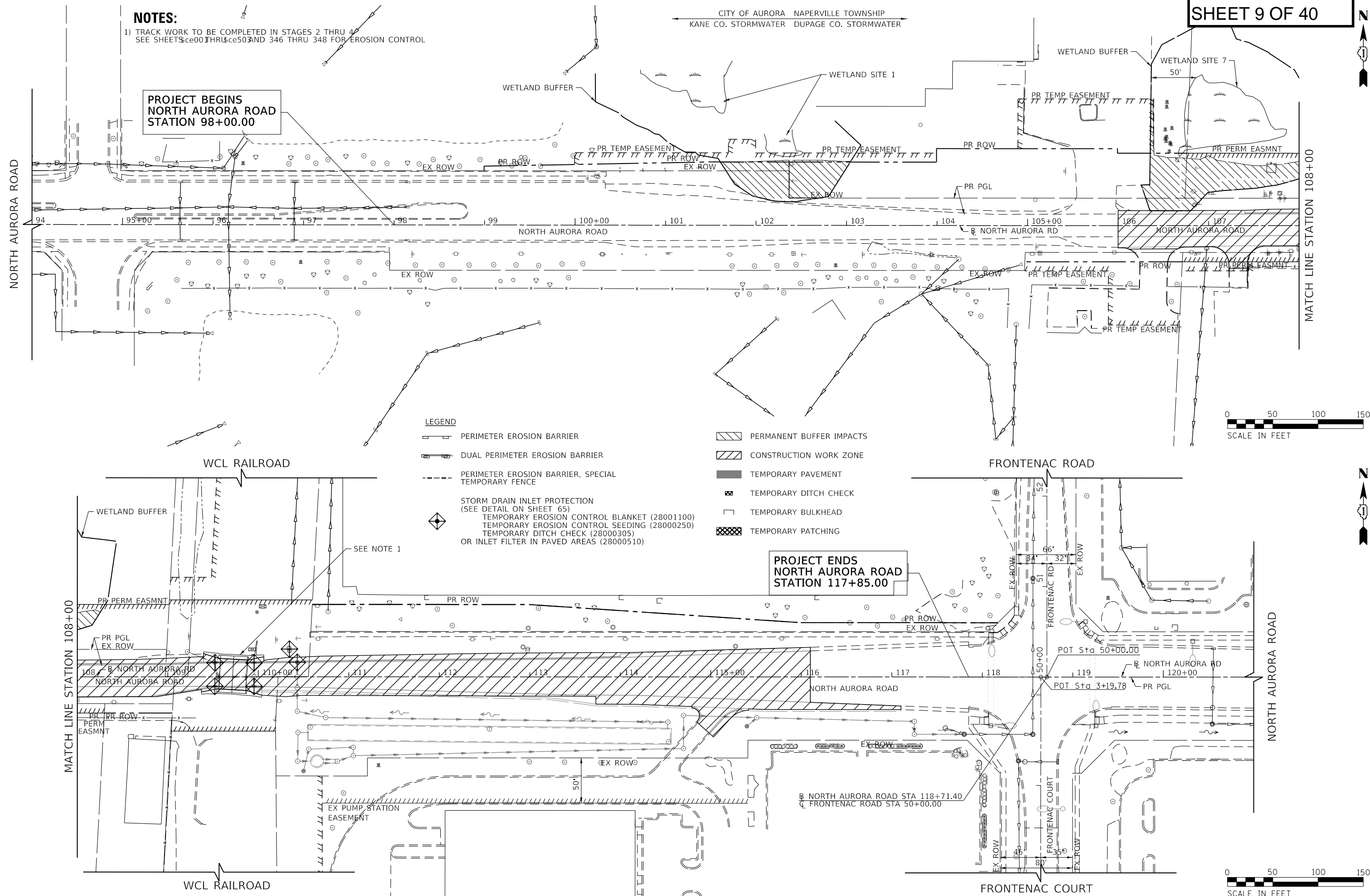
**PROJECT BEGINS
NORTH AURORA ROAD
STATION 98+00.00**

**PROJECT ENDS
NORTH AURORA ROAD
STATION 117+85.00**

PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	

PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	

FILE NAME = 060002-EROS-STAGE 1



- LEGEND**
- PERIMETER EROSION BARRIER
 - DUAL PERIMETER EROSION BARRIER
 - PERIMETER EROSION BARRIER, SPECIAL TEMPORARY FENCE
 - STORM DRAIN INLET PROTECTION (SEE DETAIL ON SHEET 65)
TEMPORARY EROSION CONTROL BLANKET (28001100)
TEMPORARY EROSION CONTROL SEEDING (28000250)
TEMPORARY DITCH CHECK (28000305)
OR INLET FILTER IN PAVED AREAS (28000510)
 - PERMANENT BUFFER IMPACTS
 - CONSTRUCTION WORK ZONE
 - TEMPORARY PAVEMENT
 - TEMPORARY DITCH CHECK
 - TEMPORARY BULKHEAD
 - TEMPORARY PATCHING



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
DRAWN - BMS	REVISED -	
PLLOT SCALE = 1/8" = 50'	CHECKED - BVW	REVISED -
PLLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
EROSION CONTROL - STAGE 1**

SCALE: 1"=50' SHEET 3 OF 8 SHEETS STA. 94+00.00 TO STA. 121+00.00

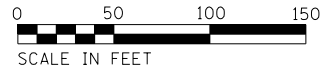
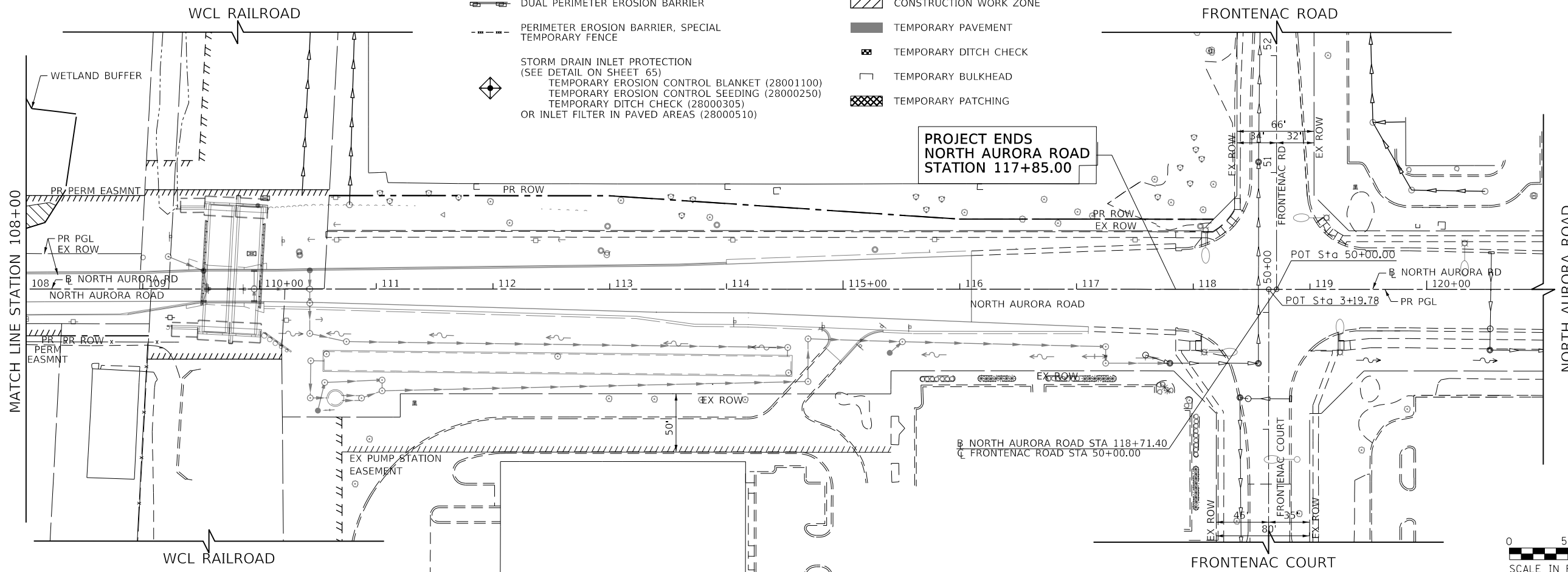
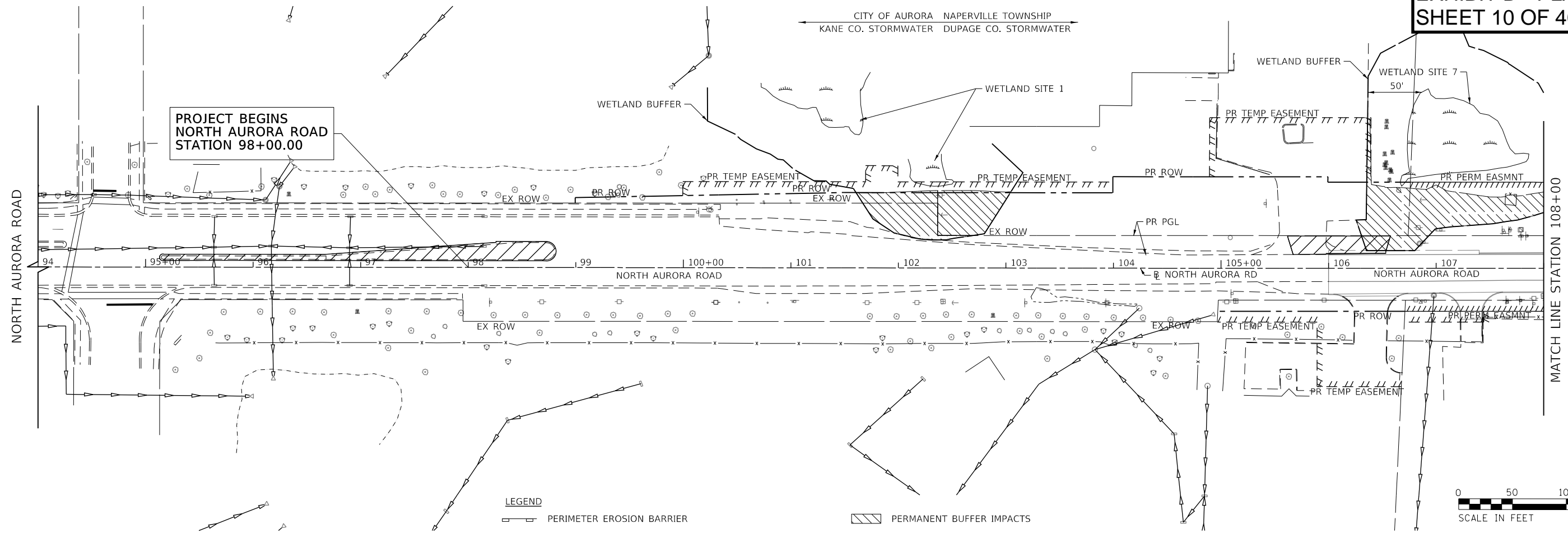
F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	67
CONTRACT NO. 61C79			ILLINOIS FED. AID PROJECT	

CITY OF AURORA NAPERVILLE TOWNSHIP
KANE CO. STORMWATER DUPAGE CO. STORMWATER

PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO. /	
	FILE NAME	

PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO. /	
	FILE NAME	

FILE NAME = 060002-EROS-STAGE 5



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
DRAWN - BMS	REVISED -	
PLLOT SCALE = 1/8"=50'	CHECKED - BVW	REVISED -
PLLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
EROSION CONTROL - STAGE 5

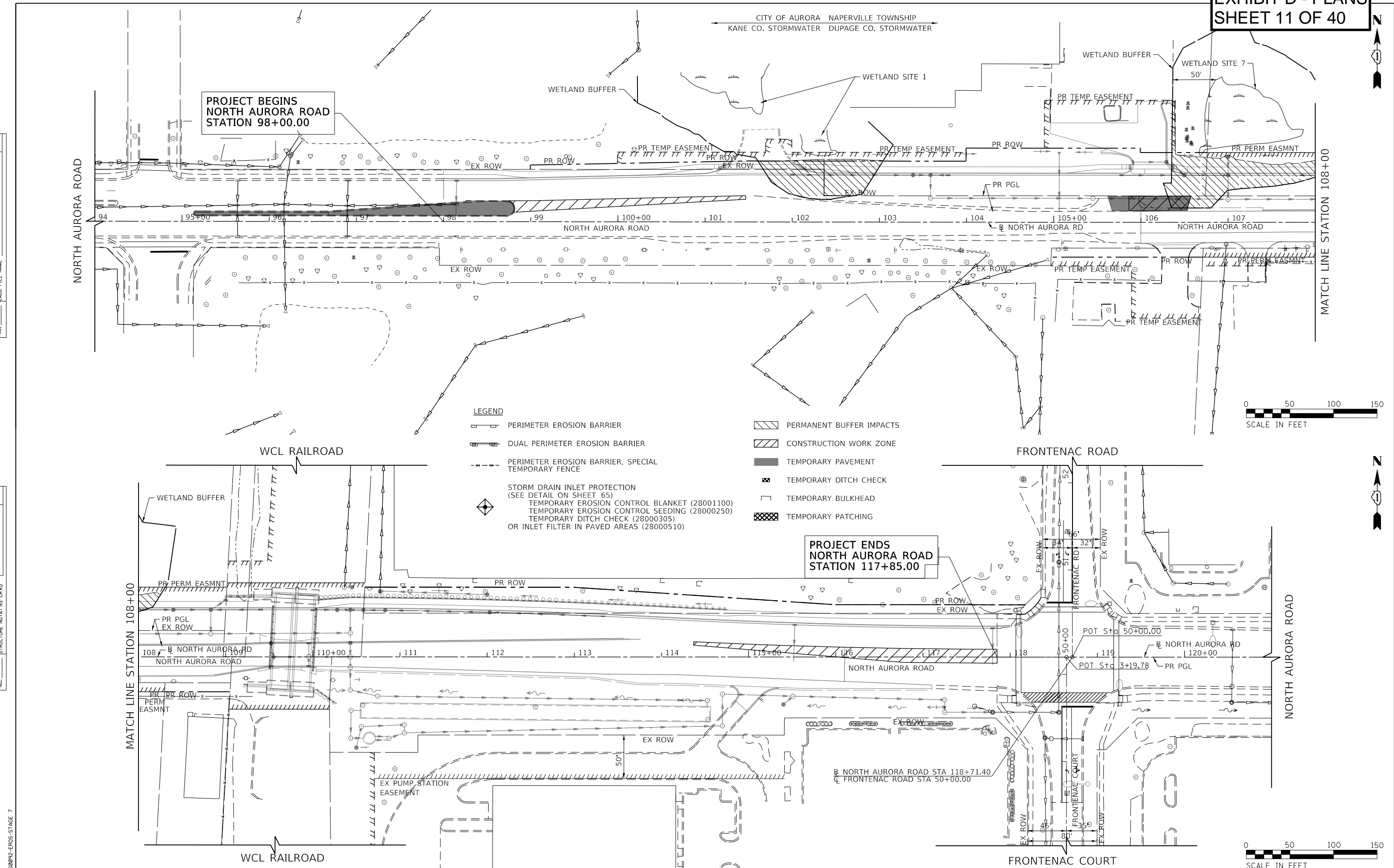
SCALE: 1"=50' SHEET 4 OF 8 SHEETS STA. 94+00.00 TO STA. 121+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	68
CONTRACT NO. 61C79			ILLINOIS FED. AID PROJECT	

CITY OF AURORA NAPERVILLE TOWNSHIP
KANE CO. STORMWATER DUPAGE CO. STORMWATER

PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	ALIGNED	
	FILED	
	FILE NAME	
	NO.	

PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	GRADES	
	STRUCTURE	
	NOTATIONS	
	CHKD	
	NO.	



FILE NAME = 060092-EROS-STAGE 7



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 100.0001' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

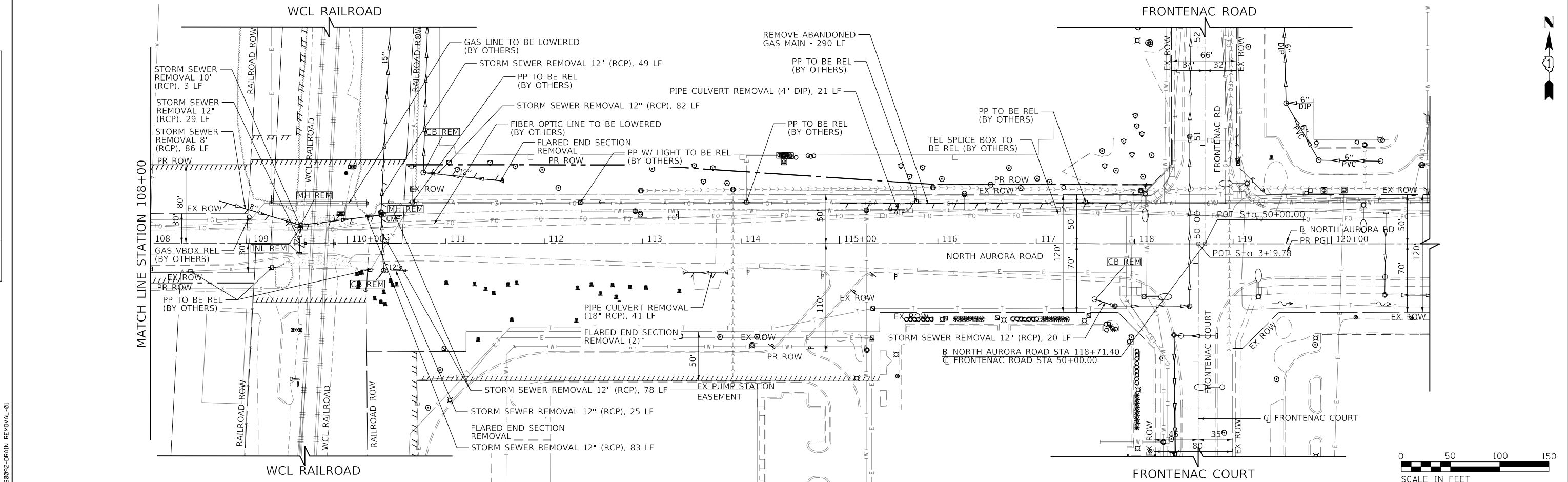
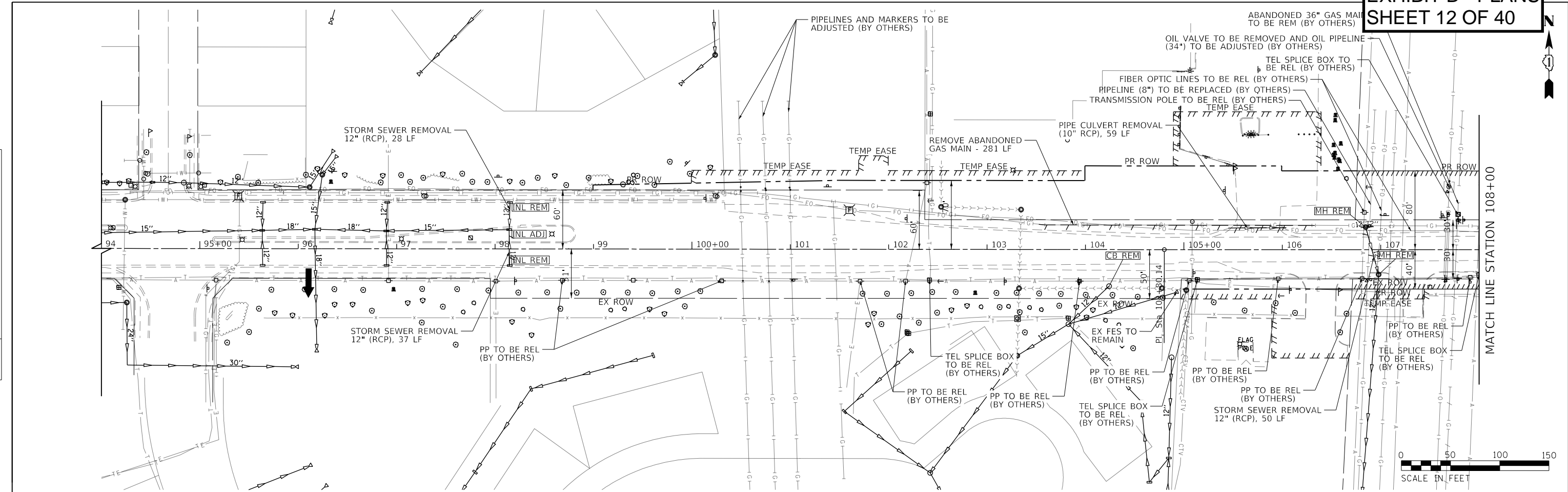
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD		
PENNSBURY LANE TO FRONTENAC ROAD		
EROSION CONTROL - STAGE 7		
SCALE: 1"=50'	SHEET 6 OF 8 SHEETS	STA. 94+00.00 TO STA. 121+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	70
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	

PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	

PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	



FILE NAME = 060092-DRAIN-REMOVAL-01



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 100.0001' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD	
PENNSBURY LANE TO FRONTENAC ROAD	
DRAINAGE REMOVAL	
SCALE: 1"=50'	SHEET 2 OF 2 SHEETS STA. 94+00.00 TO STA. 121+00.00

F.A.U. R.E.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	74
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	

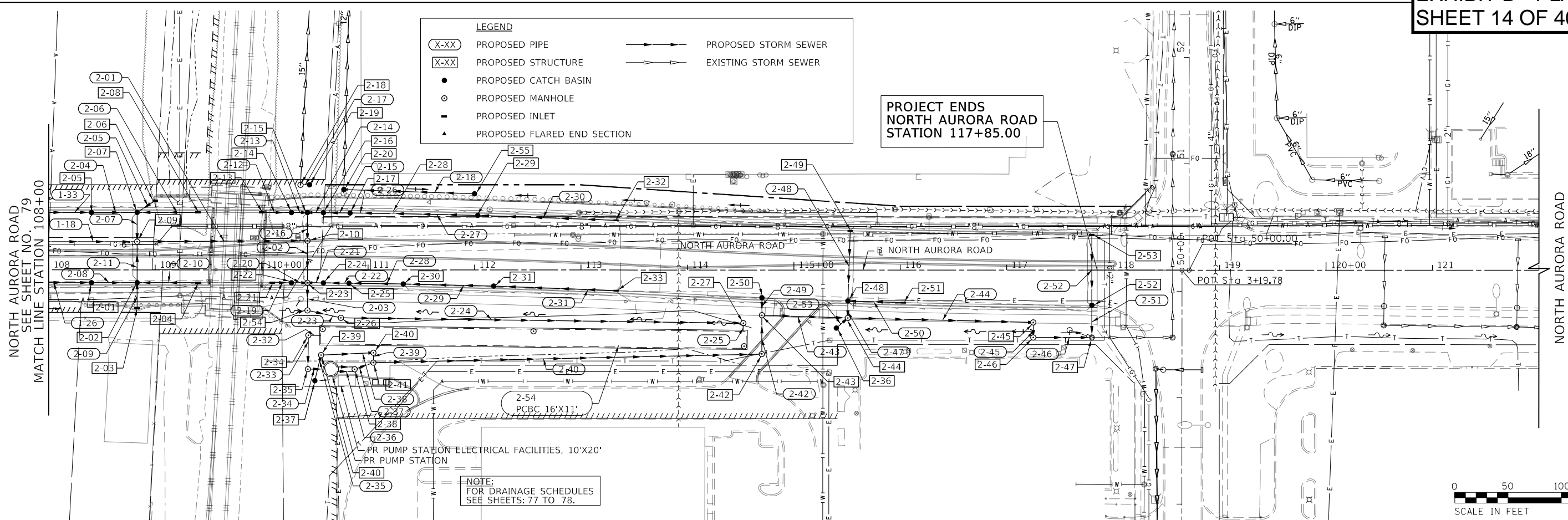


LEGEND

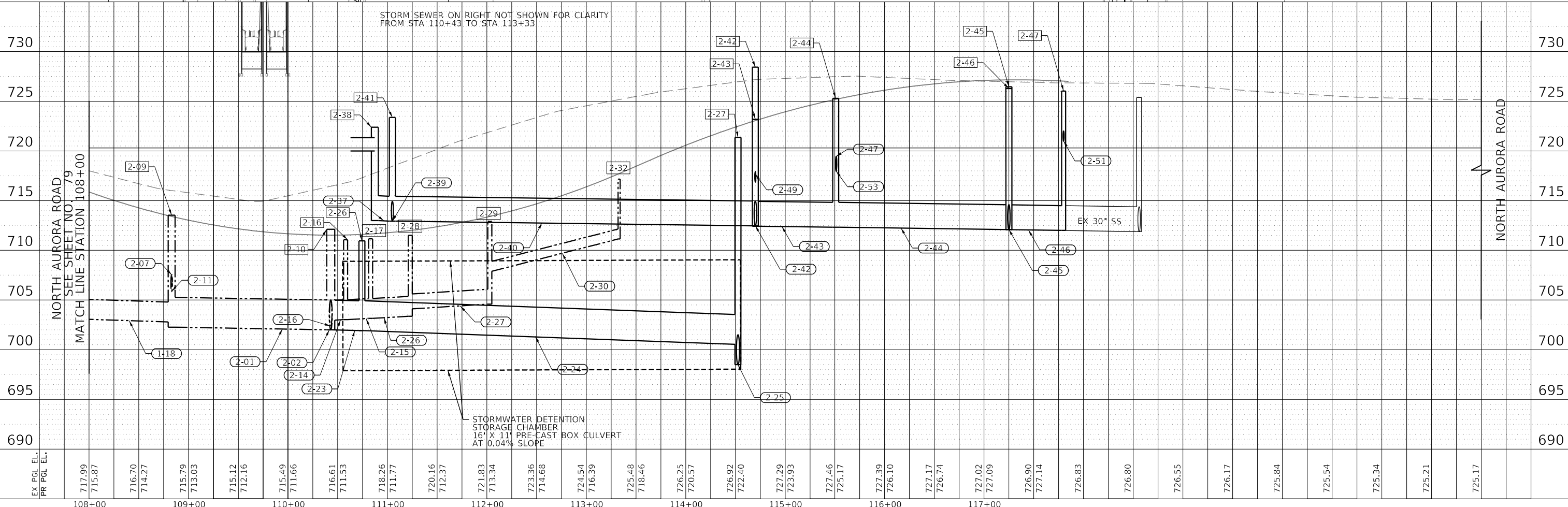
- X-XX PROPOSED PIPE
- X-XX PROPOSED STRUCTURE
- PROPOSED CATCH BASIN
- PROPOSED MANHOLE
- PROPOSED INLET
- ▲ PROPOSED FLARED END SECTION
- PROPOSED STORM SEWER
- ⇨ EXISTING STORM SEWER

PROJECT ENDS
NORTH AURORA ROAD
STATION 117+85.00

PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	APPROVED	
	FILE NAME	
	NO.	



PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	APPROVED	
	FILE NAME	
	NOTARIS CHFD	
	NO.	



FILE NAME = 060802-DU-02



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
PLOT SCALE = 100.0000' / in.	DRAWN - BMS	REVISED -
PLOT DATE = 8/28/2024	CHECKED - BVW	REVISED -
	DATE - 8/28/2024	REVISED -

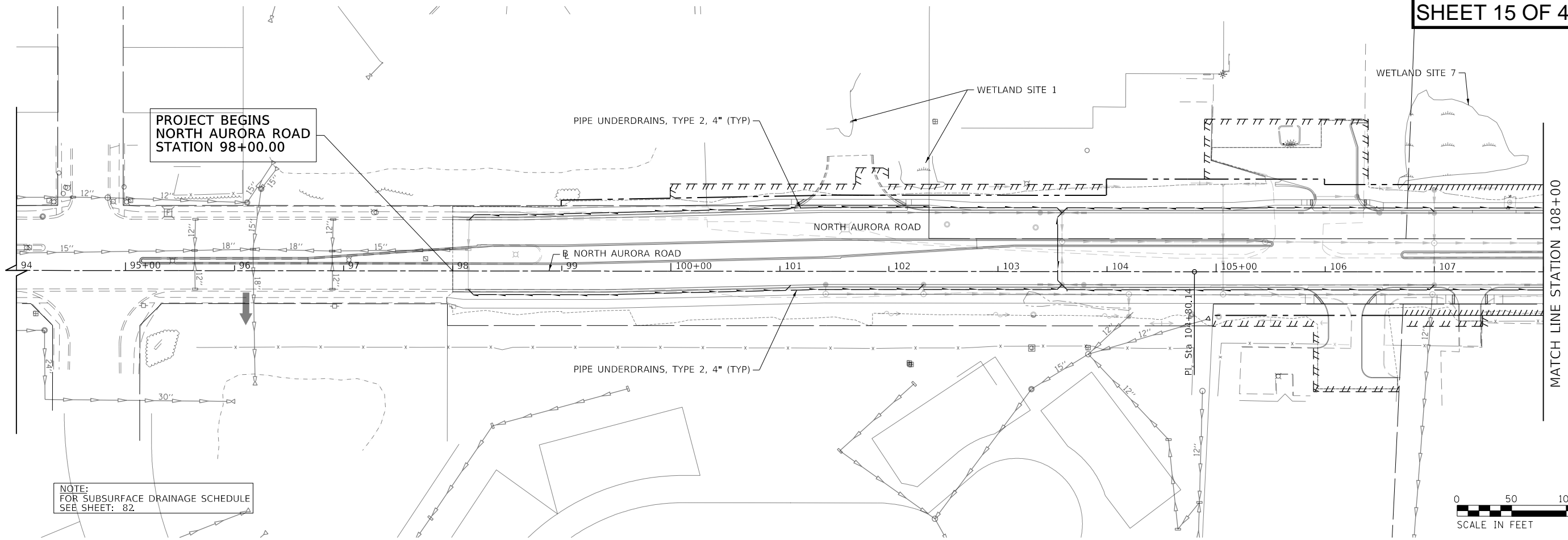
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD PENNSBURY LANE TO FRONTENAC ROAD DRAINAGE AND UTILITY	
SCALE: 1"=50'	SHEET 6 OF 7 SHEETS STA. 108+00.00 TO STA. 122+00.00

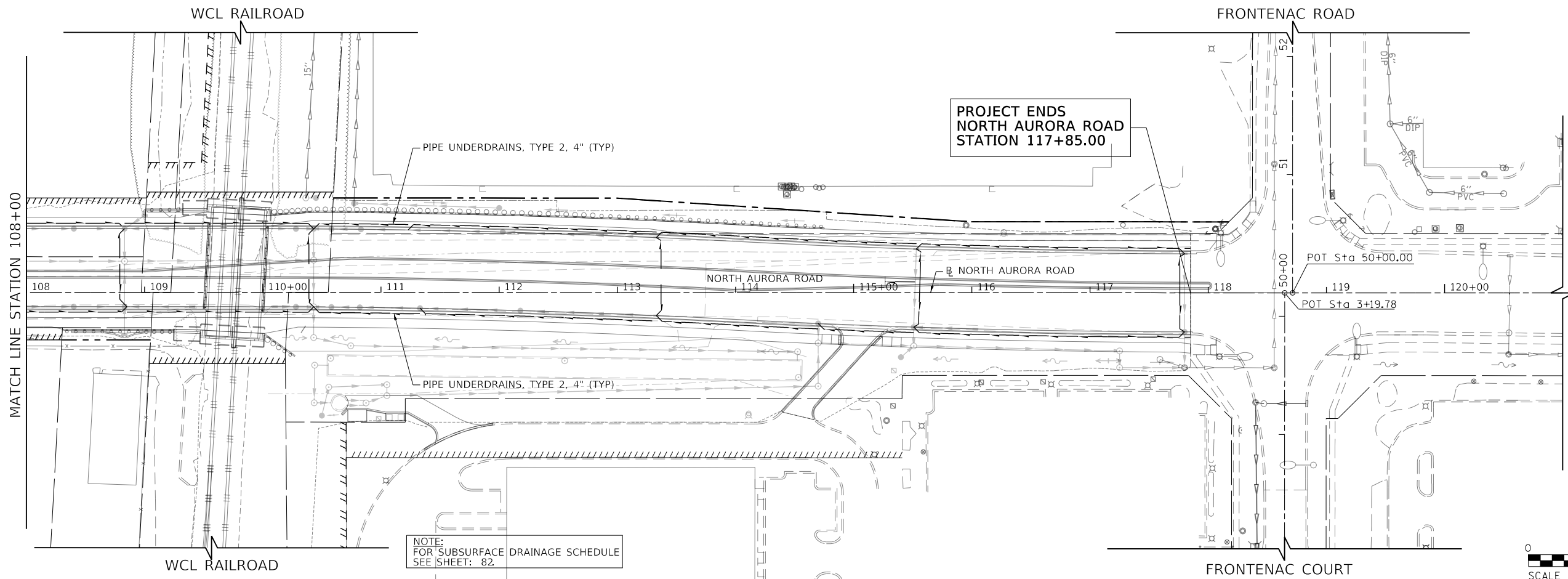
F.A.U. RTE. 1509	SECTION 06-00133-00-BR	COUNTY DuPAGE	TOTAL SHEETS 423	SHEET NO. 80
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	



PLAN	SURVEYED	DATE
NOTE BOOK NO.	PLOTTED	
	CHECKED	
	BY	
	FILE NAME	



PROFILE	SURVEYED	DATE
NOTE BOOK NO.	GRADES CHECKED	
	STRUCTURE NOTATIONS CHKD	
	BY	



FILE NAME = 060092-SUBSURF DRAIN-01



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 100.0001' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

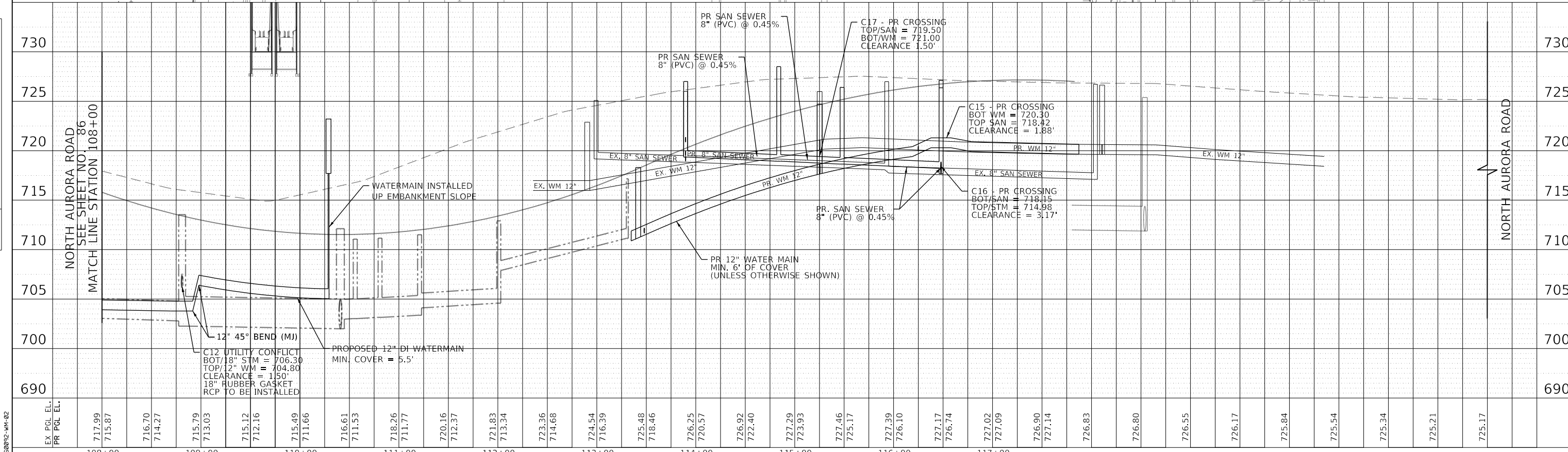
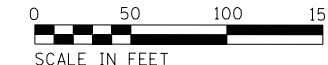
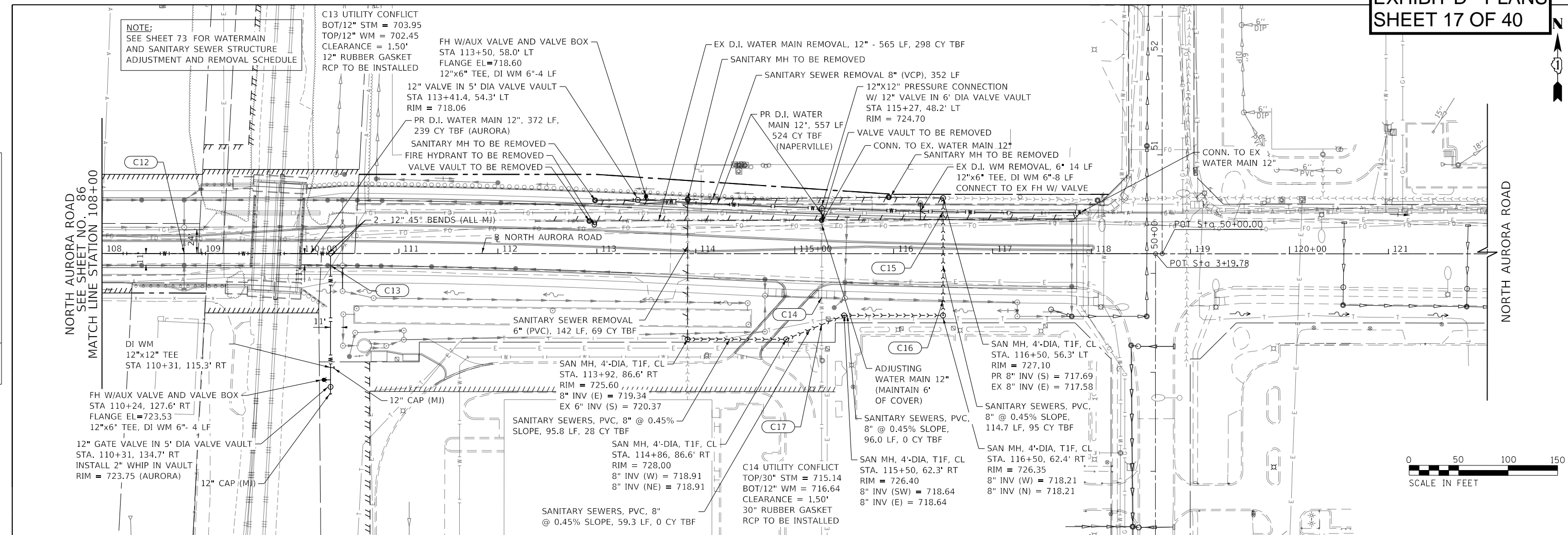
NORTH AURORA ROAD PENNURBY LANE TO FRONTENAC ROAD SUBSURFACE DRAINAGE PLAN	
SCALE: 1"=50'	SHEET 2 OF 2 SHEETS STA. 94+00.00 TO STA. 121+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	83
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	



PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	ALLOWED	
	FILE NAME	

PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	ALLOWED	
	FILE NAME	



FILE NAME = 060892-WM-02



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
PLOT SCALE = 100.0001' / in.	DRAWN - BMS	REVISED -
PLOT DATE = 8/28/2024	CHECKED - BVW	REVISED -
	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
WATER MAIN AND SANITARY PLAN AND PROFILE

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	87
SCALE: 1"=50'			CONTRACT NO. 61G79	
SHEET 4 OF 4 SHEETS			ILLINOIS FED. AID PROJECT	

PART OF THE NE 1/4 OF SEC. 17, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DuPAGE COUNTY, ILLINOIS.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT PURPOSE	PERMANENT INDEX NUMBER
0004 0004T.E.	1.995	0.041	N/A	1.954	0.150	Construction Purposes	07-17-202-005(pt)
0006P.E. 0006T.E.	4.901	N/A	N/A	4.901	P.E.=0.038 T.E.=0.017	Highway Purposes Construction Purposes	07-17-202-002
0007	0.909	0.069	0.052	0.840	N/A	N/A	07-17-202-005(pt)

LEGEND

SECTION CORNER 910/1615
QUARTER SECTION CORNER 16/15

SECTION LINE
QUARTER SECTION LINE
QUARTER, QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE

APL
APPARENT PROPERTY LINE
EXISTING CENTER LINE
PROPOSED CENTER LINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORD DIMENSION

EXISTING BUILDING

Bearings and Coordinates are referenced to the Illinois Coordinate System NAD 83(2011) East Zone.

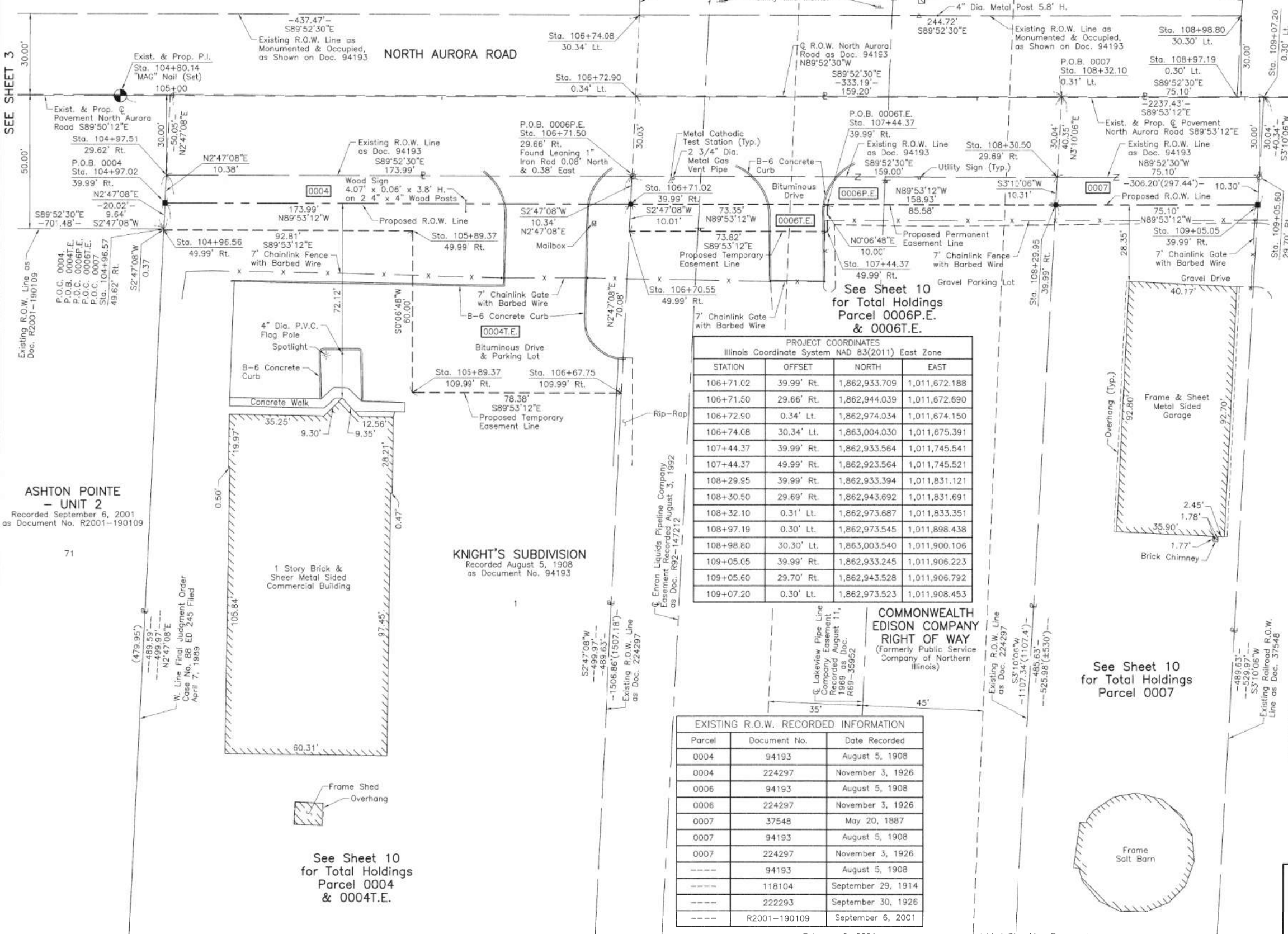
0 IRON PIPE OR ROD FOUND
+ CUT CROSS FOUND OR SET
■ STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
● PERMANENT SURVEY MARKER, I.D.O.T STD 2135 (TO BE SET BY OTHERS)
□ RIGHT OF WAY STAKING PROPOSED TO BE SET.

STATE OF ILLINOIS }
COUNTY OF LAKE }
SS

THIS IS TO CERTIFY THAT WE, JORGENSEN & ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-2771, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 17, TOWNSHIP 38N., RANGE 9E., OF THE THIRD PRINCIPAL MERIDIAN, DuPAGE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.
DATED AT LAKE VILLA, ILLINOIS THIS 1st DAY OF June 2017 A.D.

Christian H. Jorgensen PRESIDENT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2797
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

All dimensions are measured unless otherwise specified.
Areas shown on this plat are ground.
All measured and computed distances are grid not ground.
To obtain ground distances, divide grid distances shown by the combined factor of 0.9999464926.



PROJECT COORDINATES
Illinois Coordinate System NAD 83(2011) East Zone

STATION	OFFSET	NORTH	EAST
106+71.02	39.99' Rt.	1,862,933.709	1,011,672.188
106+71.50	29.66' Rt.	1,862,944.039	1,011,672.690
106+72.90	0.34' Lt.	1,862,974.034	1,011,674.150
106+74.08	30.34' Lt.	1,863,004.030	1,011,675.391
107+44.37	39.99' Rt.	1,862,933.564	1,011,745.541
107+44.37	49.99' Rt.	1,862,923.564	1,011,745.521
108+29.55	39.99' Rt.	1,862,933.394	1,011,831.121
108+30.50	29.69' Rt.	1,862,943.692	1,011,831.691
108+32.10	0.31' Lt.	1,862,973.687	1,011,833.351
108+97.19	0.30' Lt.	1,862,973.545	1,011,898.438
108+98.80	30.30' Lt.	1,863,003.540	1,011,900.106
109+05.05	39.99' Rt.	1,862,933.245	1,011,906.223
109+05.60	29.70' Rt.	1,862,943.528	1,011,906.792
109+07.20	0.30' Lt.	1,862,973.523	1,011,908.453

EXISTING R.O.W. RECORDED INFORMATION

Parcel	Document No.	Date Recorded
0004	94193	August 5, 1908
0004	224297	November 3, 1926
0006	94193	August 5, 1908
0006	224297	November 3, 1926
0007	37548	May 20, 1887
0007	94193	August 5, 1908
0007	224297	November 3, 1926
-----	94193	August 5, 1908
-----	118104	September 29, 1914
-----	222293	September 30, 1926
-----	R2001-190109	September 6, 2001



PROJECT COORDINATES
Illinois Coordinate System NAD 83(2011) East Zone

STATION	OFFSET	NORTH	EAST
104+80.14	€	1,862,974.074	1,011,481.392
104+96.56	49.99' Rt.	1,862,924.054	1,011,497.710
104+96.57	49.62' Rt.	1,862,924.422	1,011,497.727
104+97.02	39.99' Rt.	1,862,934.053	1,011,498.196
104+97.51	29.62' Rt.	1,862,944.419	1,011,498.700
105+89.37	49.99' Rt.	1,862,923.871	1,011,590.522
105+89.37	109.99' Rt.	1,862,863.871	1,011,590.403
106+67.75	109.99' Rt.	1,862,863.716	1,011,668.782
106+70.55	49.99' Rt.	1,862,923.710	1,011,671.701

JORGENSEN & ASSOCIATES, INC.
120 PARK AVENUE
LAKE VILLA, ILLINOIS 60046
(847) 356-3371

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
NORTH AURORA ROAD
LIMITS: PENNSBURY LANE TO FRONTENAC ROAD
COUNTY: DuPAGE
SECTION: 07-06115-00-WR JOB NO.: R-55-001-97
STATION 104+00 TO STATION 110+00
SCALE: 1"=20' SHEET 4 OF 10

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

F.A.U. R.T.E.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	91

REVISION DATE February 9, 2021
May 18, 2017
REVISION Added Pipe Line Easements
€ Alignment North Aurora Road

PART OF THE NE 1/4 OF SEC. 17, TWP. 38 N., R. 9 E. OF THE 3RD. P.M., IN DuPAGE COUNTY, ILLINOIS.

LEGEND

SECTION CORNER
QUARTER SECTION CORNER

SECTION LINE
QUARTER SECTION LINE
QUARTER SECTION LINE
PLATTED LOT LINE
PROPERTY (DEED) LINE

APL
APPARENT PROPERTY LINE
EXISTING CENTER LINE
PROPOSED CENTER LINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING ACCESS CONTROL LINE
PROPOSED ACCESS CONTROL LINE
MEASURED DIMENSION
COMPUTED DIMENSION
RECORD DIMENSION

EXISTING BUILDING

IRON PIPE OR ROD FOUND
CUT CROSS FOUND OR SET
STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
PERMANENT SURVEY MARKER, I.D.O.T STD 2135 (TO BE SET BY OTHERS)
RIGHT OF WAY STAKING PROPOSED TO BE SET.

STATE OF ILLINOIS }
COUNTY OF LAKE }SS

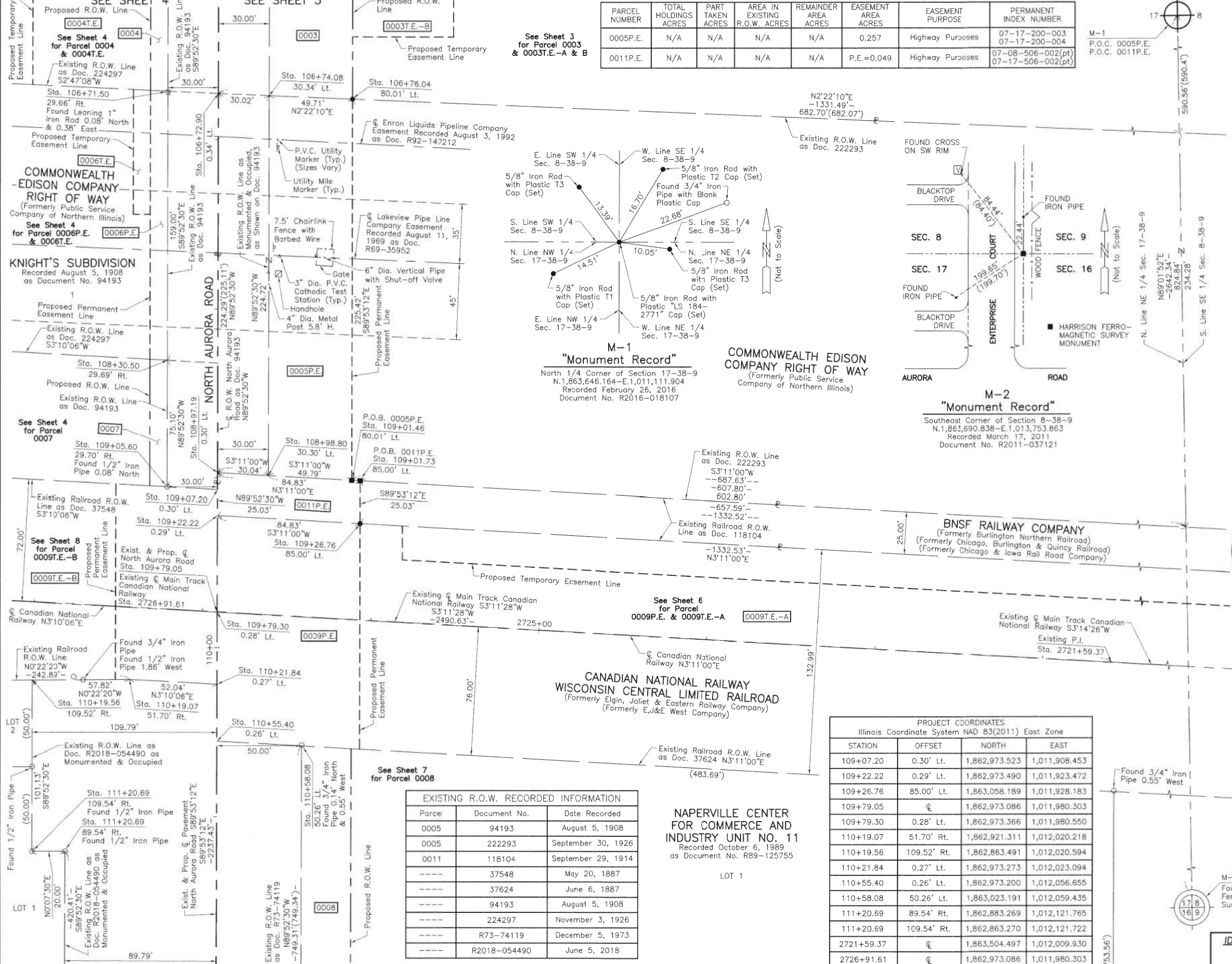
THIS IS TO CERTIFY THAT WE, JORGENSEN & ASSOCIATES, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-2771, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 17, TOWNSHIP 38N., RANGE 9E., OF THE THIRD PRINCIPAL MERIDIAN, DuPAGE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT LAKE VILLA, ILLINOIS THIS 2nd DAY OF February 20, 2017 A.D.

Christian H. Jorgensen PRESIDENT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2797
LICENSE EXPIRATION DATE: NOVEMBER 30, 2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
All dimensions are measured unless otherwise specified.
Areas shown on this plat are ground.
All measured and computed distances are grid not ground.
To obtain ground distances, divide grid distances shown by the combined factor of 0.9999464926.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT PURPOSE	PERMANENT INDEX NUMBER
0005P.E.	N/A	N/A	N/A	N/A	0.257	Highway Purposes	07-17-200-003 07-17-200-004
0011P.E.	N/A	N/A	N/A	N/A	P.E.=0.049	Highway Purposes	07-08-506-002(pt) 07-17-506-002(pt)



PROJECT COORDINATES
Illinois Coordinate System NAD 83(2011) East Zone

STATION	OFFSET	NORTH	EAST
106+71.50	29.66' Rt.	1,862,944.039	1,011,672.690
106+72.90	0.34' Lt.	1,862,974.034	1,011,674.150
106+74.08	30.34' Lt.	1,863,004.030	1,011,675.391
106+76.04	80.01' Lt.	1,863,053.699	1,011,677.446
108+30.50	29.69' Rt.	1,862,943.692	1,011,831.691
108+97.19	0.30' Lt.	1,862,973.545	1,011,898.438
108+98.80	30.30' Lt.	1,863,003.540	1,011,900.106
109+01.46	80.01' Lt.	1,863,053.252	1,011,902.871
109+01.73	85.00' Lt.	1,863,058.239	1,011,903.148
109+05.60	29.70' Rt.	1,862,943.528	1,011,906.792

PROJECT COORDINATES
Illinois Coordinate System NAD 83(2011) East Zone

STATION	OFFSET	NORTH	EAST
109+07.20	0.30' Lt.	1,862,973.523	1,011,908.453
109+22.22	0.29' Lt.	1,862,973.490	1,011,923.472
109+26.76	85.00' Lt.	1,863,058.189	1,011,928.183
109+79.05	€	1,862,973.086	1,011,980.303
109+79.30	0.28' Lt.	1,862,973.366	1,011,980.550
110+19.07	51.70' Rt.	1,862,921.311	1,012,020.218
110+19.56	109.52' Rt.	1,862,863.491	1,012,020.594
110+21.84	0.27' Lt.	1,862,973.273	1,012,023.094
110+55.40	0.26' Lt.	1,862,973.200	1,012,056.655
110+58.08	50.26' Lt.	1,863,023.191	1,012,059.435
111+20.69	89.54' Rt.	1,862,883.269	1,012,121.765
111+20.69	109.54' Rt.	1,862,863.270	1,012,121.722
2721+59.37	€	1,863,504.497	1,012,009.930
2726+91.61	€	1,862,973.086	1,011,980.303

JORGENSEN & ASSOCIATES, INC.
120 PARK AVENUE
LAKE VILLA, ILLINOIS 60046
(847) 358-3371

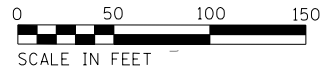
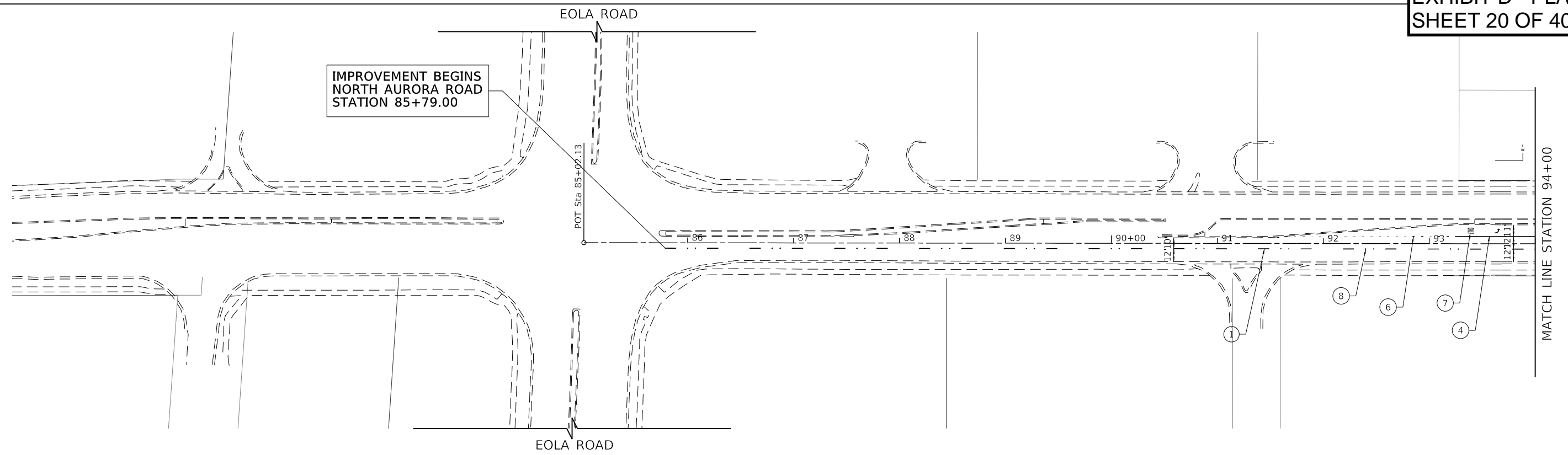
PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
NORTH AURORA ROAD
LIMITS: PENNSBURY LANE TO FRONTENAC ROAD
COUNTY: DuPAGE
SECTION: 07-06115-00-WR JOB NO.: R-55-001-97
STATION 106+00 TO STATION 112+00
STATION 2721+00 TO STATION 2728+00
SCALE: 1"=30' SHEET 5 OF 10

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

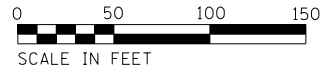
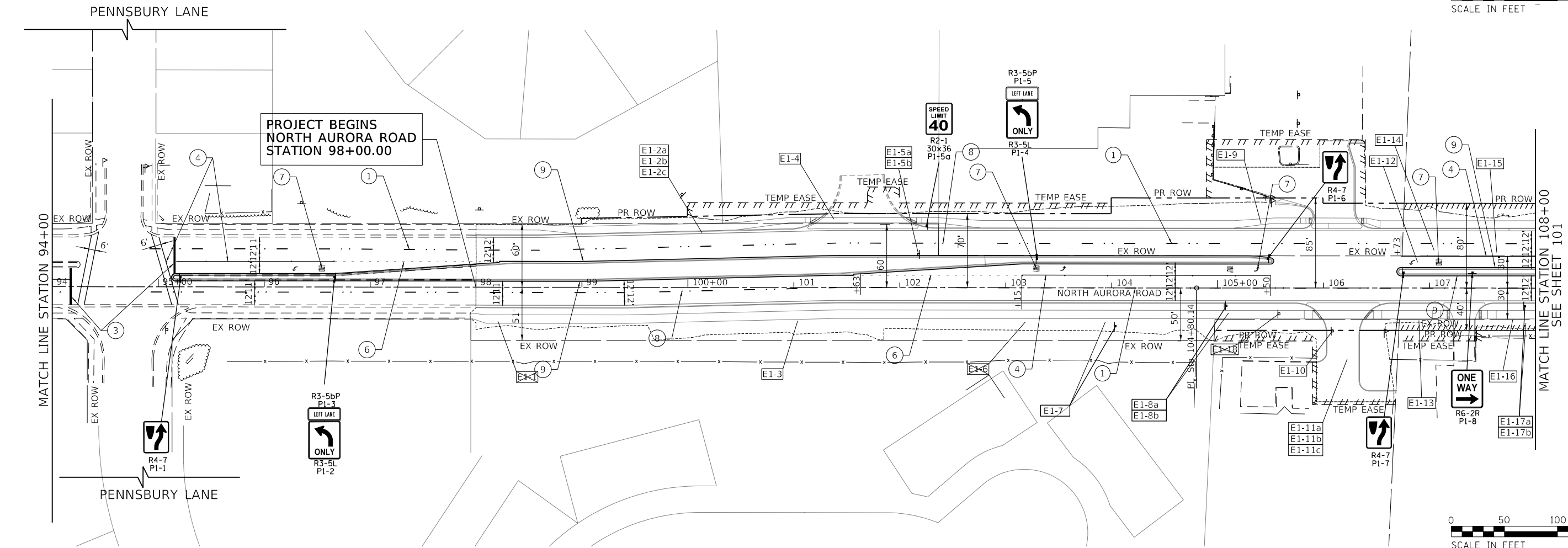
F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	92



PLAN	SURVEYED	DATE
NOTE BOOK NO.	PLOTTED	BY
	CHECKED	
	ALIGNED	
	CAD FILE NAME	



PROFILE	SURVEYED	DATE
NOTE BOOK NO.	GRADES CHECKED	BY
	STRUCTURE NOTATIONS CHKD	



FILE NAME = 060802-PMK-01



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
PLOT SCALE = 100.0001' / in.	DRAWN - BMS	REVISED -
PLOT DATE = 8/28/2024	CHECKED - BVW	REVISED -
	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

**NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
PAVEMENT MARKING AND SIGNING**

SCALE: 1"=50' SHEET 3 OF 4 SHEETS STA. 85+02.13 TO STA. 108+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	100
				CONTRACT NO. 61G79

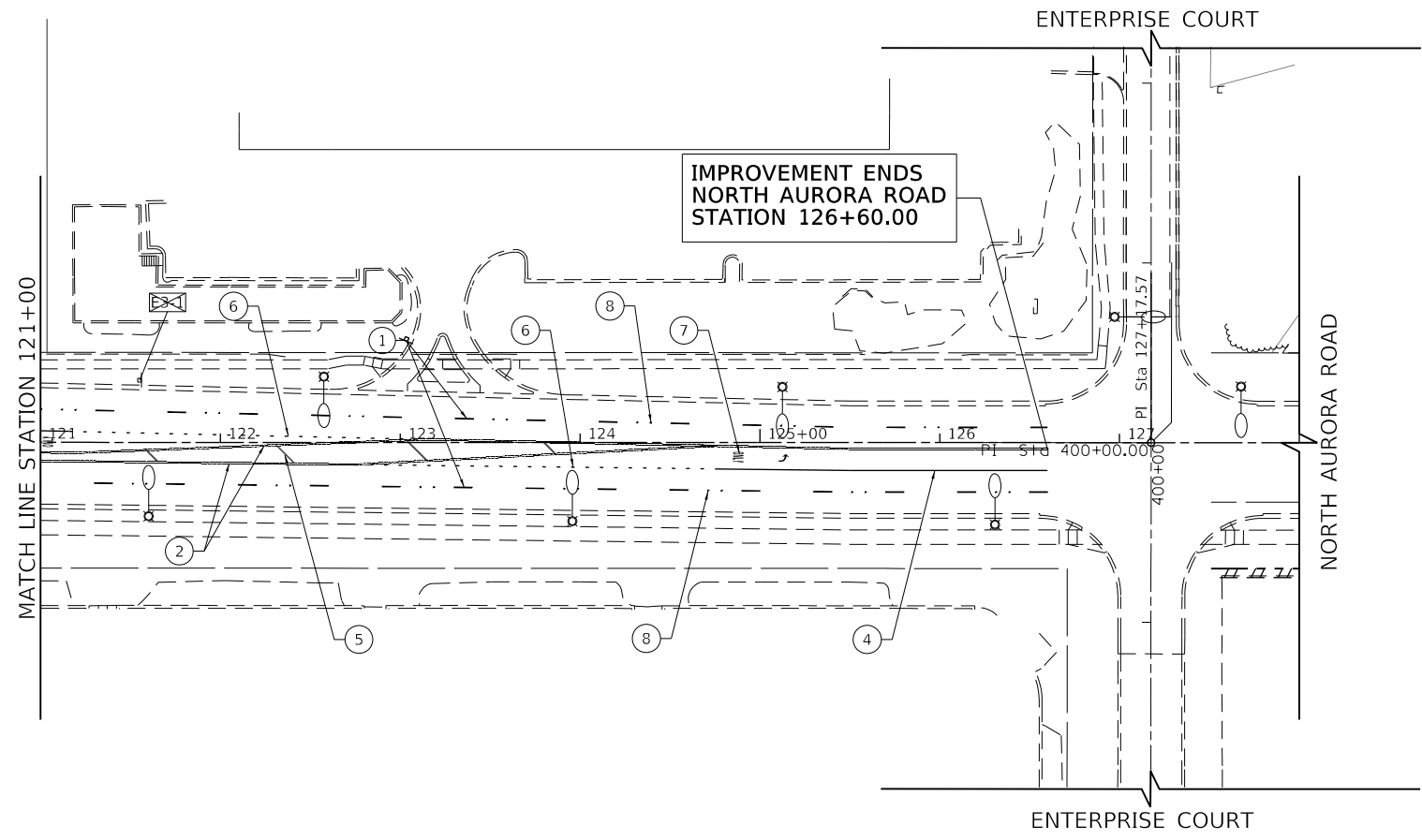
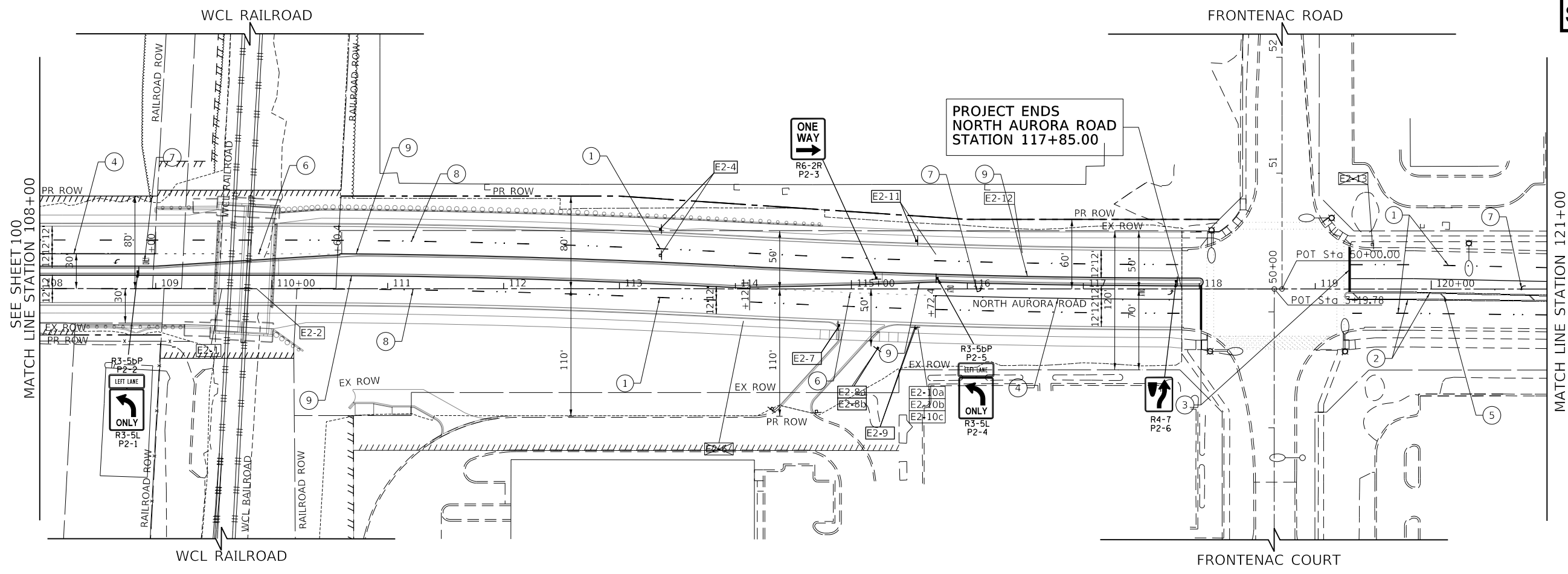
ILLINOIS FED. AID PROJECT



PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	

PROFILE	SURVEYED	DATE
	GRADES CHECKED	
	STRUCTURE NOTATIONS CHECKED	
	NO.	

FILE NAME = 060052-PMK-02



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	DRAWN - BMS	REVISED -
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PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD PENNSBURY LANE TO FRONTENAC ROAD PAVEMENT MARKING AND SIGNING	
SCALE: 1"=50'	SHEET 4 OF 4 SHEETS STA. 108+00.00 TO STA. 128+00.00

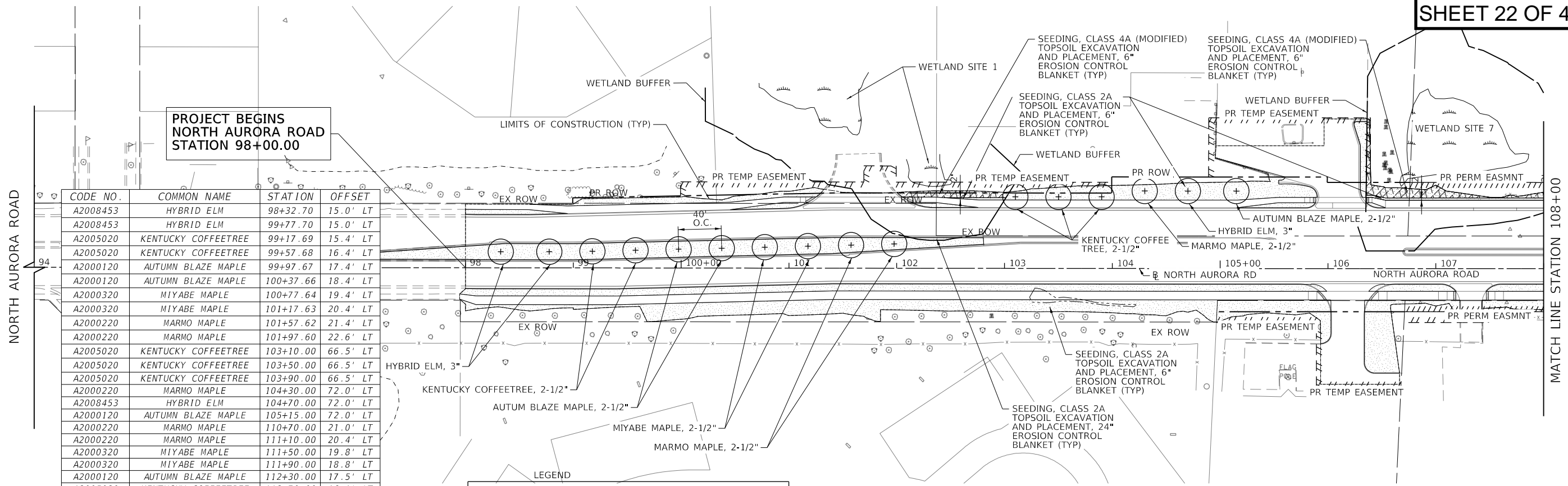
F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	101
			CONTRACT NO. 61G79	
ILLINOIS FED. AID PROJECT				

PLAN	SURVEYED	DATE
	PLOTTED	BY
	CHECKED	
	NO. /	

PROFILE	SURVEYED	DATE
	GRADES CHECKED	BY
	STRUCTURE NOTATIONS CHKD	
	NO. /	

FILE NAME = 060092-LANDSCAPING-01

CODE NO.	COMMON NAME	STATION	OFFSET
A2008453	HYBRID ELM	98+32.70	15.0' LT
A2008453	HYBRID ELM	99+77.70	15.0' LT
A2005020	KENTUCKY COFFEETREE	99+17.69	15.4' LT
A2005020	KENTUCKY COFFEETREE	99+57.68	16.4' LT
A2000120	AUTUMN BLAZE MAPLE	99+97.67	17.4' LT
A2000120	AUTUMN BLAZE MAPLE	100+37.66	18.4' LT
A2000320	MIYABE MAPLE	100+77.64	19.4' LT
A2000320	MIYABE MAPLE	101+17.63	20.4' LT
A2000220	MARMO MAPLE	101+57.62	21.4' LT
A2000220	MARMO MAPLE	101+97.60	22.6' LT
A2005020	KENTUCKY COFFEETREE	103+10.00	66.5' LT
A2005020	KENTUCKY COFFEETREE	103+50.00	66.5' LT
A2005020	KENTUCKY COFFEETREE	103+90.00	66.5' LT
A2000220	MARMO MAPLE	104+30.00	72.0' LT
A2008453	HYBRID ELM	104+70.00	72.0' LT
A2000120	AUTUMN BLAZE MAPLE	105+15.00	72.0' LT
A2000220	MARMO MAPLE	110+70.00	21.0' LT
A2000220	MARMO MAPLE	111+10.00	20.4' LT
A2000320	MIYABE MAPLE	111+50.00	19.8' LT
A2000320	MIYABE MAPLE	111+90.00	18.8' LT
A2000120	AUTUMN BLAZE MAPLE	112+30.00	17.5' LT
A2005020	KENTUCKY COFFEETREE	112+70.00	16.1' LT
A2005020	KENTUCKY COFFEETREE	113+10.00	14.4' LT
A2008453	HYBRID ELM	113+50.00	12.5' LT
A2008453	HYBRID ELM	113+90.00	11.1' LT

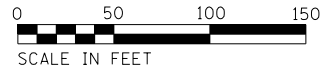
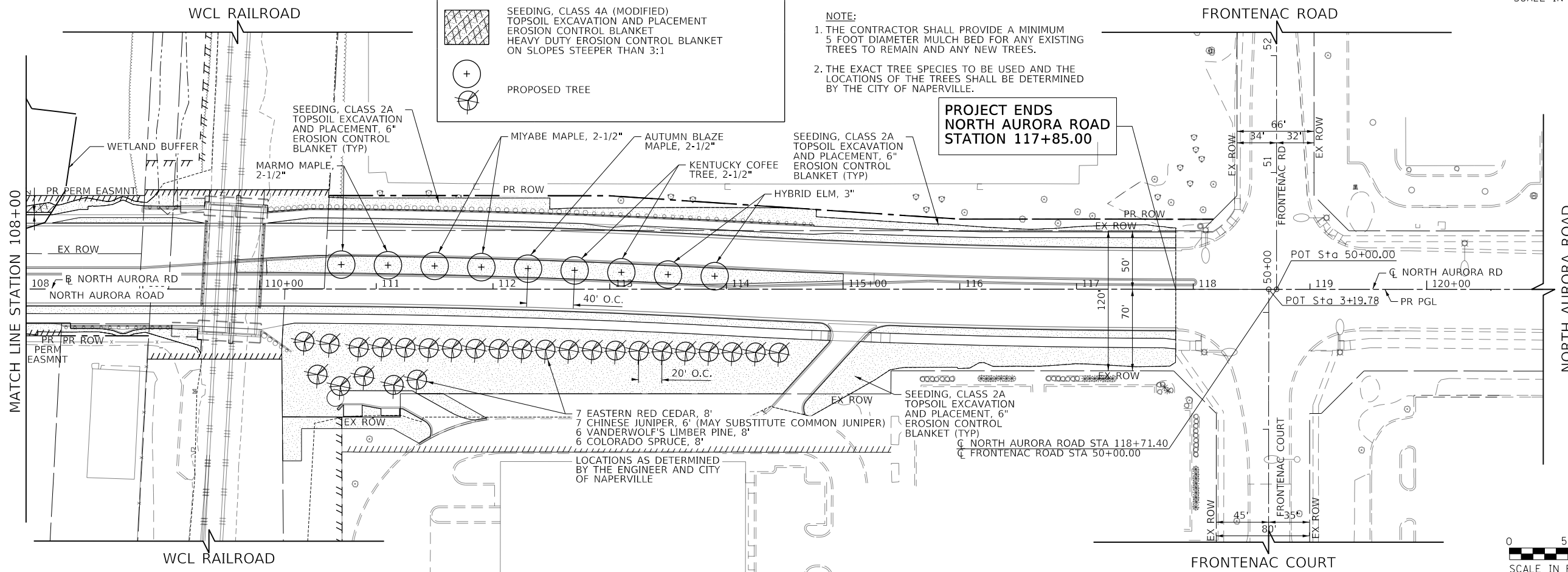


LEGEND

- SEEDING CLASS 2A TOPSOIL EXCAVATION AND PLACEMENT EROSION CONTROL BLANKET HEAVY DUTY EROSION CONTROL BLANKET ON SLOPES STEEPER THAN 3:1
- SEEDING CLASS 4A (MODIFIED) TOPSOIL EXCAVATION AND PLACEMENT EROSION CONTROL BLANKET HEAVY DUTY EROSION CONTROL BLANKET ON SLOPES STEEPER THAN 3:1
- PROPOSED TREE

NOTE:

- THE CONTRACTOR SHALL PROVIDE A MINIMUM 5 FOOT DIAMETER MULCH BED FOR ANY EXISTING TREES TO REMAIN AND ANY NEW TREES.
- THE EXACT TREE SPECIES TO BE USED AND THE LOCATIONS OF THE TREES SHALL BE DETERMINED BY THE CITY OF NAPERVILLE.



USER NAME = brvanderwal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
PLOT SCALE = 100.0001' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

**NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
LANDSCAPING**

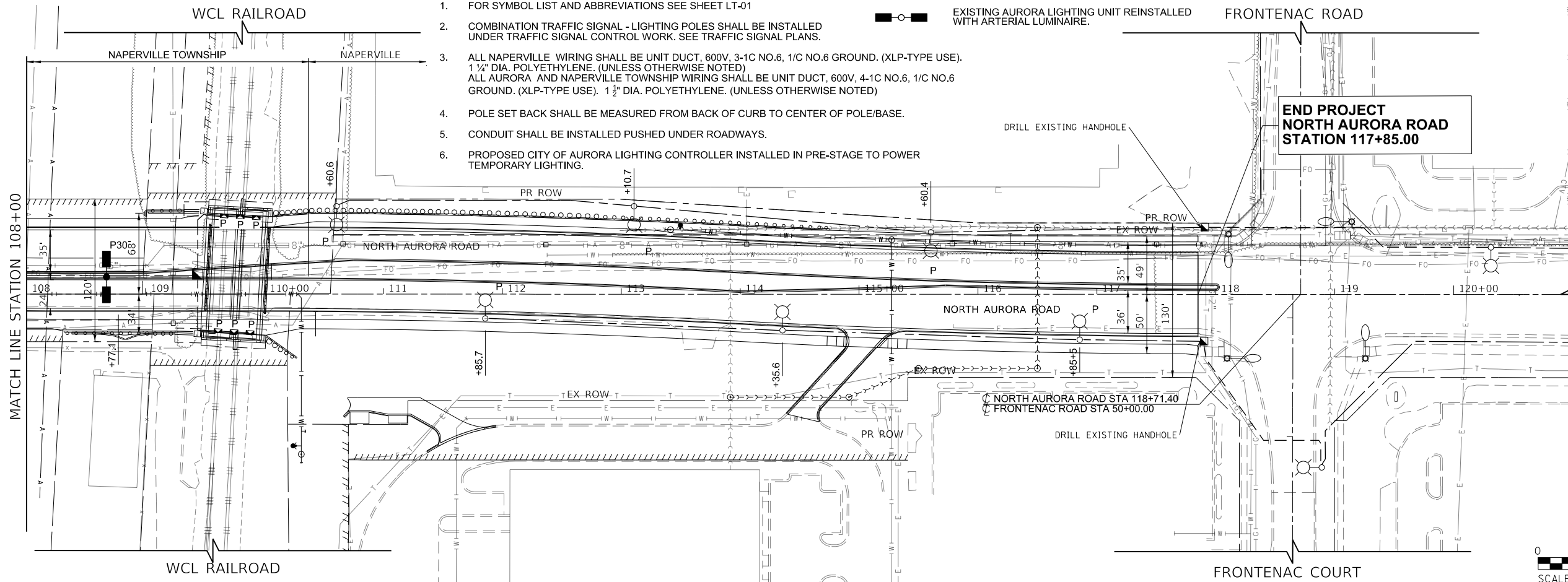
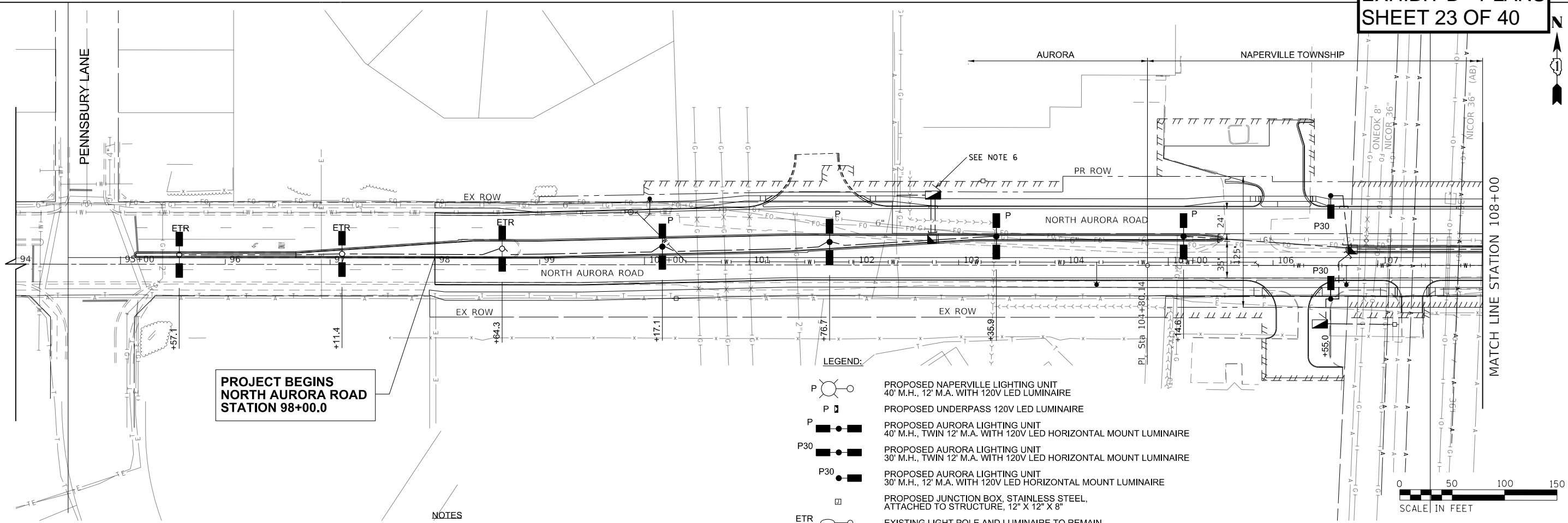
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F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	102
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	

PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	

PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO.	

FILE NAME = 060092-LIGHT-01



USER NAME = brvanderwal	DESIGNED - SMF	REVISED -
	DRAWN - SMF	REVISED -
PLOT SCALE = 100.0001' / in.	CHECKED - MR	REVISED -
PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

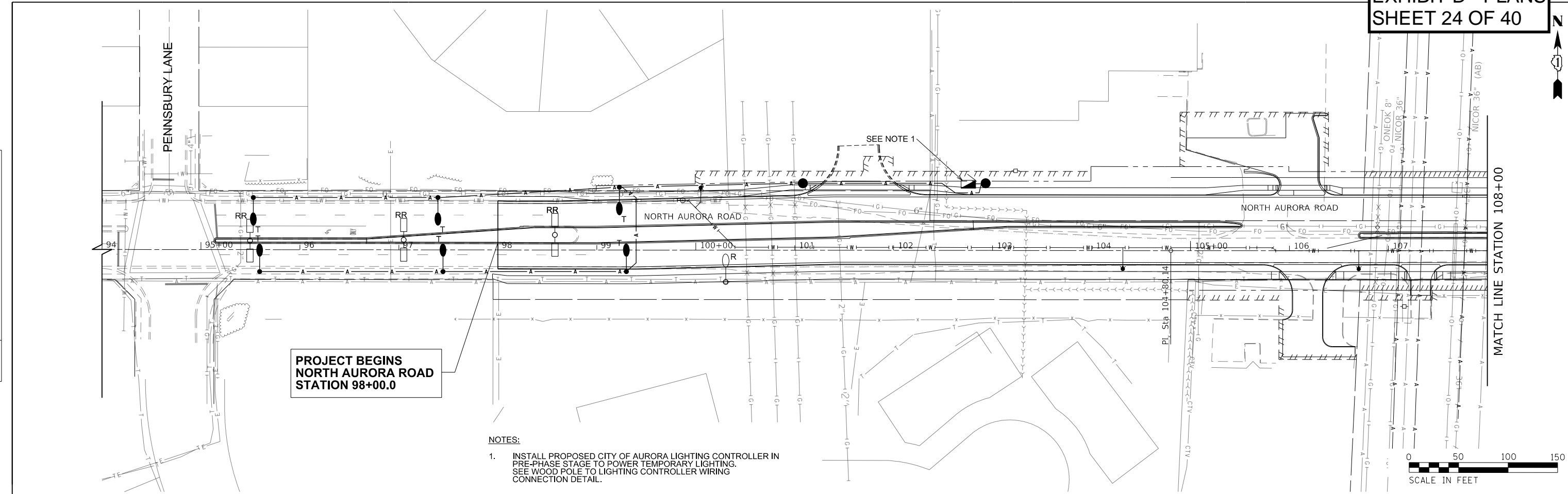
**NORTH AURORA ROAD
PENNSBURY LANE TO FRONTENAC ROAD
PROPOSED LIGHTING**

SCALE: 1"=50' SHEET 2 OF 12 SHEETS STA. 94+00.00 TO STA. 121+00.00

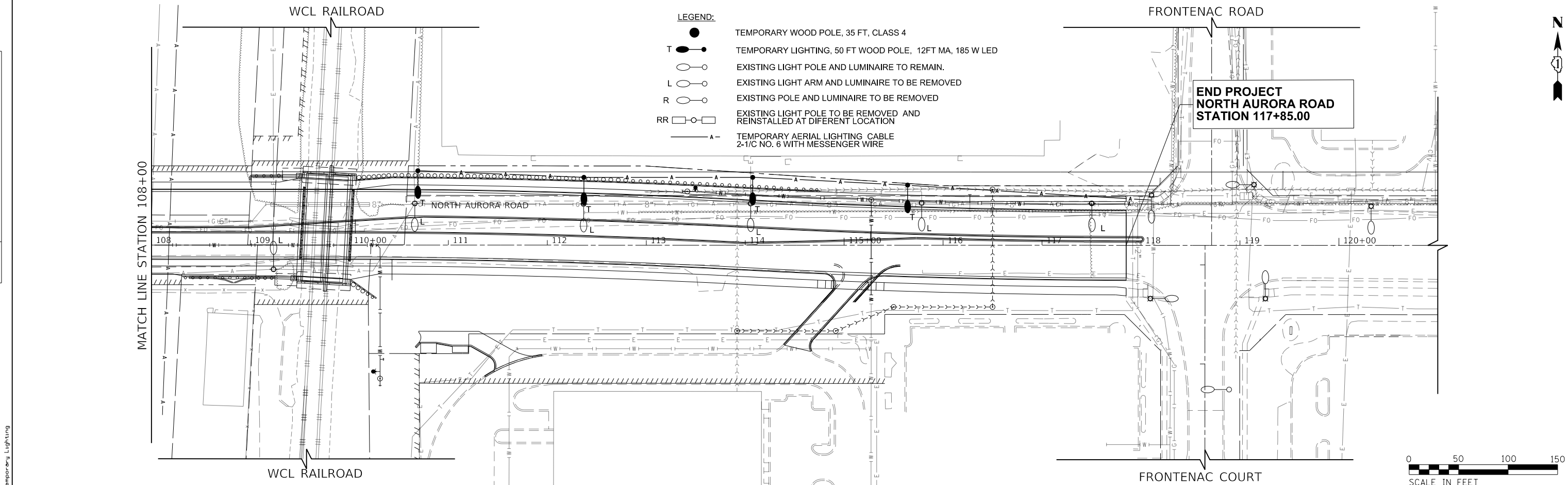
F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	425	137
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	

PLAN	SURVEYED	BY	DATE
	PLOTTED		
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	ALLOWED		
	FILE NAME		
	NO.		

PROFILE	SURVEYED	BY	DATE
	PLOTTED		
	CHECKED		
	STRUCTURE		
	NOT AT THIS CHFD		
	NO.		



- NOTES:
- INSTALL PROPOSED CITY OF AURORA LIGHTING CONTROLLER IN PRE-PHASE STAGE TO POWER TEMPORARY LIGHTING. SEE WOOD POLE TO LIGHTING CONTROLLER WIRING CONNECTION DETAIL.



- LEGEND:
- TEMPORARY WOOD POLE, 35 FT, CLASS 4
 - T ● TEMPORARY LIGHTING, 50 FT WOOD POLE, 12FT MA, 185 W LED
 - EXISTING LIGHT POLE AND LUMINAIRE TO REMAIN.
 - L ○ EXISTING LIGHT ARM AND LUMINAIRE TO BE REMOVED
 - R ○ EXISTING POLE AND LUMINAIRE TO BE REMOVED
 - RR ○ EXISTING LIGHT POLE TO BE REMOVED AND REINSTALLED AT DIFFERENT LOCATION
 - A — TEMPORARY AERIAL LIGHTING CABLE 2-1/C NO. 6 WITH MESSENGER WIRE

FILE NAME: Temporary Lighting

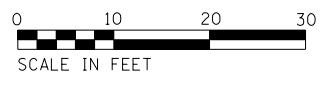
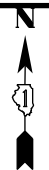


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PLOT DATE = 8/28/2024	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

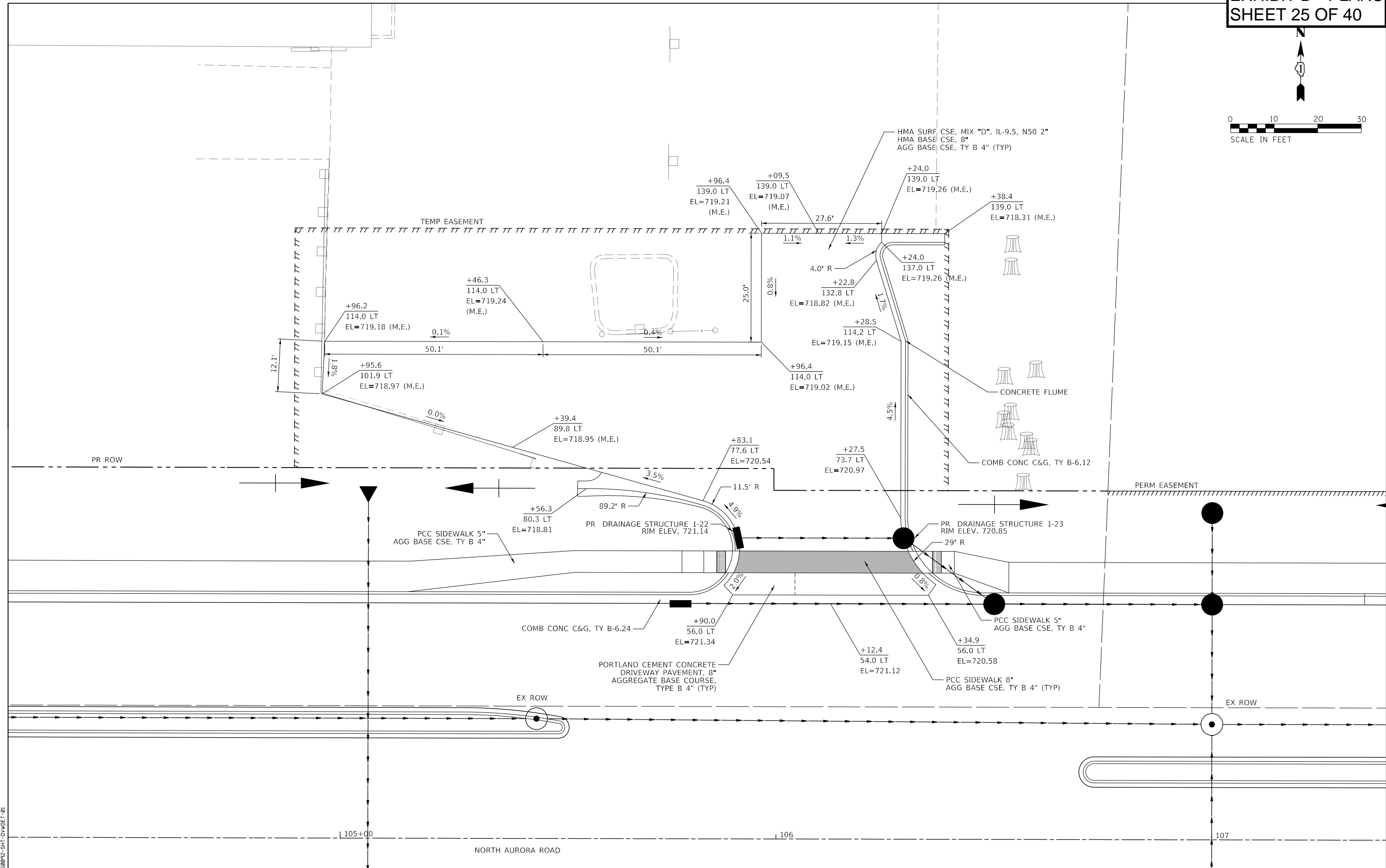
NORTH AURORA ROAD PENNSBURY LANE TO FRONTENAC ROAD REMOVAL AND TEMPORARY LIGHTING	
SCALE: 1"=50'	SHEET 3 OF 12 SHEETS STA. 94+00.00 TO STA. 121+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	137
				CONTRACT NO. 61G79
ILLINOIS FED. AID PROJECT				



PLAN	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO. _____	

PROFILE	SURVEYED	DATE
	PLOTTED	
	CHECKED	
	BY	
	NO. _____	



FILE NAME = 060092-SHT-DIVDET-01



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	DATE - 8/28/2024	REVISED -

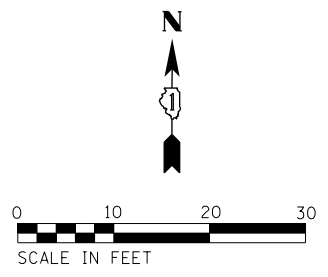
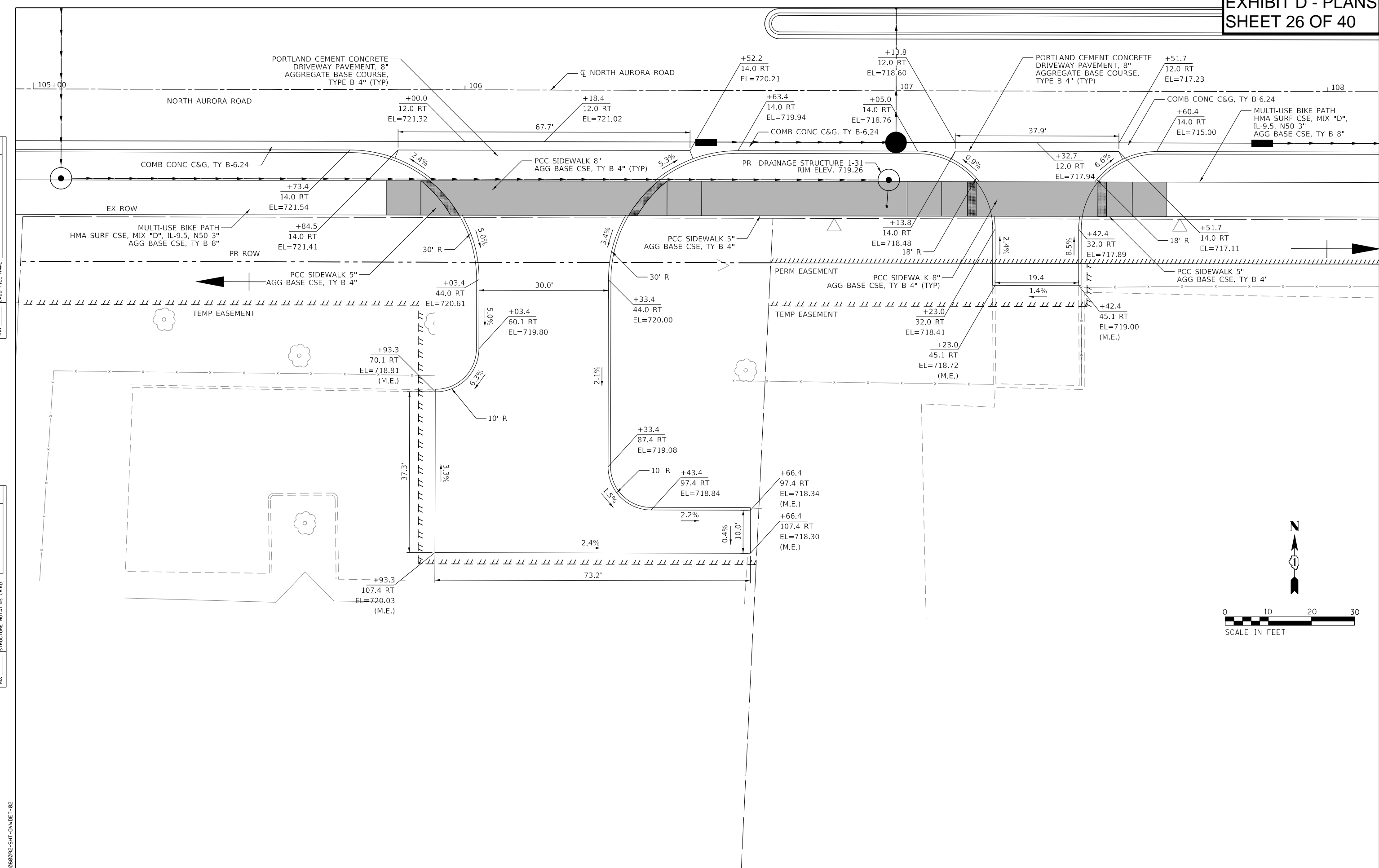
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PROPOSED DRIVEWAY DETAILS	
SCALE: 1"=20'	SHEET 1 OF 3 SHEETS
STA. _____	TO STA. _____

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	147
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	

PLAN	SURVEYED	DATE
	NOTED	
	PLOTTED	
	CHECKED	
	APPROVED	
	FILE NAME	
	NO.	

PROFILE	SURVEYED	DATE
	GRADES CHECKED	
	STRUCTURE	
	NOTATIS CHKD	
	NO.	



FILE NAME = 060092-SHT-DIVDET-02



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PLOT DATE = 8/28/2024	CHECKED - BVW	REVISED -
	DATE - 8/28/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PROPOSED DRIVEWAY DETAILS
SCALE: 1"=20' SHEET 2 OF 3 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	148
			CONTRACT NO. 61G79	
ILLINOIS FED. AID PROJECT				

DESIGN SPECIFICATIONS:

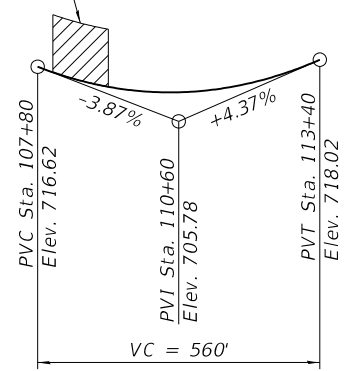
2017 AASHTO LRFD Bridge Design Specifications, 8th Edition

DESIGN STRESSES:

FIELD UNITS

$f'_c = 3,500$ psi
 $f_y = 60,000$ psi (Reinforcement)
 $f_y = 50,000$ psi (M270 Grade 50)

Limits of Structure



PROFILE GRADE

(Along Proposed N. Aurora Rd.)

LEGEND

Soil Boring

NOTES:

- C denotes Construction joint
- E denotes Expansion Joint

GENERAL PLAN AND ELEVATION

NORTHWEST RETAINING WALL

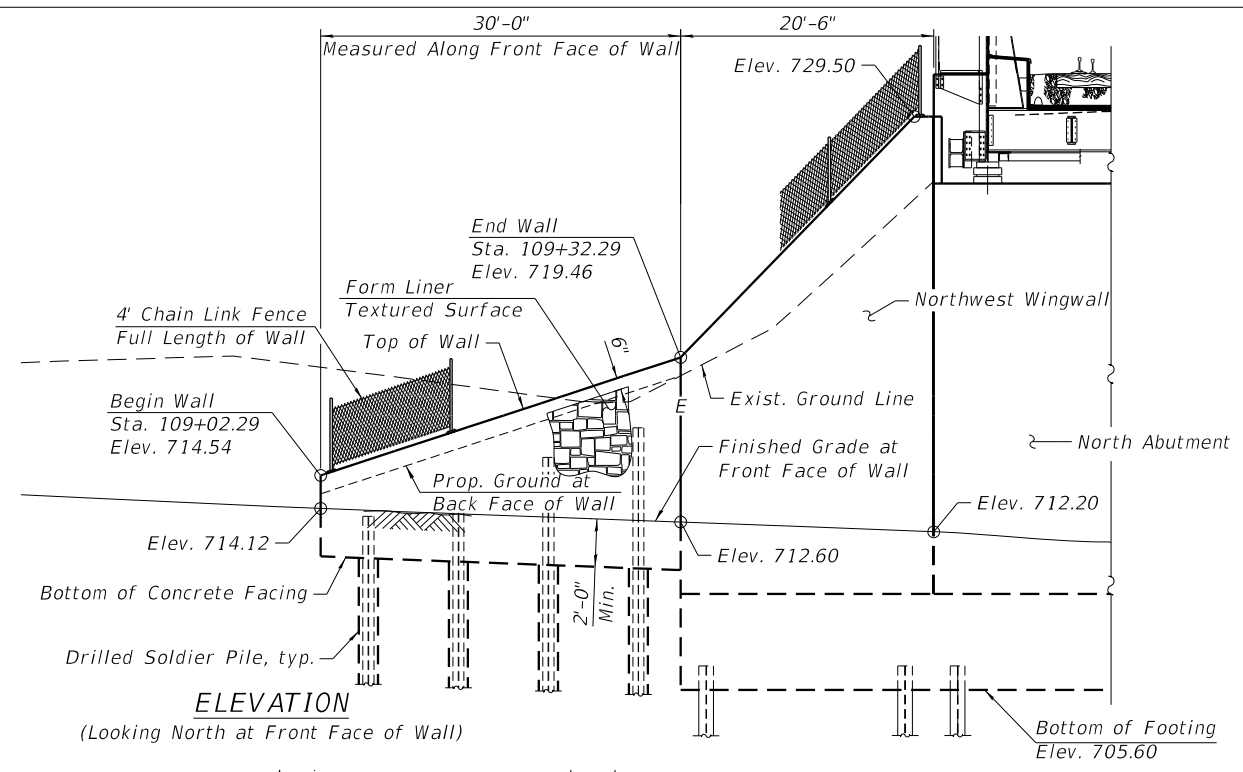
WISCONSIN CENTRAL LTD

OVER NORTH AURORA ROAD

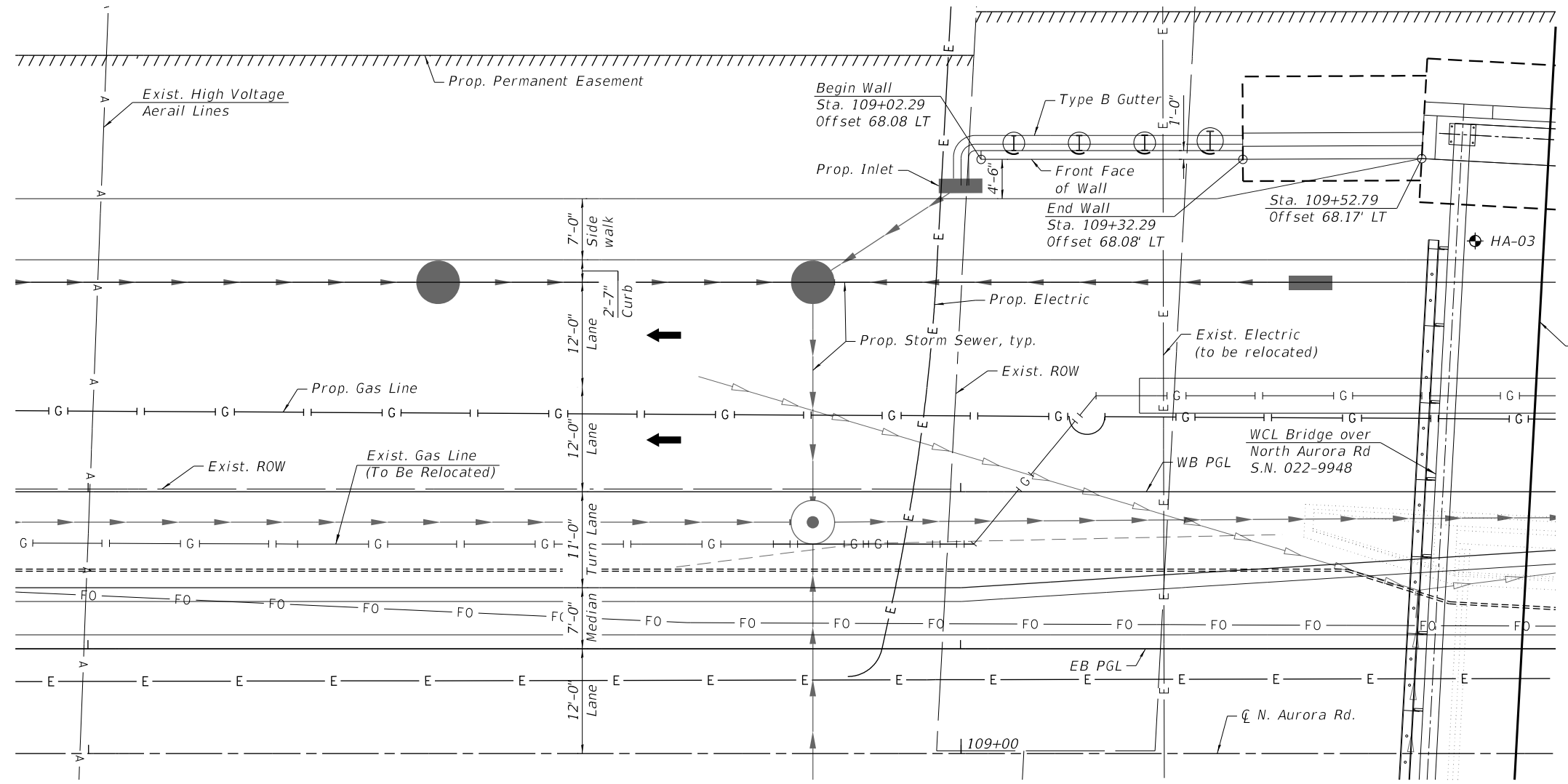
F.A.U. RT. 1509 - SEC. 06-00133-00-BR

DUPAGE COUNTY

STATION 109+02.29 TO STATION 109+32.29



ELEVATION
(Looking North at Front Face of Wall)

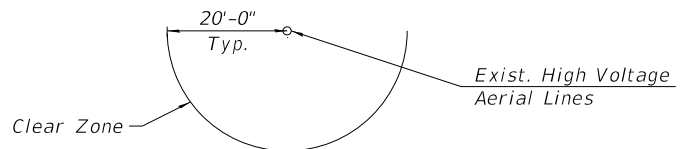


PLAN

Benchmark: CP #4. Set Mag nail, ζ North Aurora Rd at fence line W. of Field Entrance. Elev. 725.39

Existing Structure: None

Traffic on North Aurora Rd. to be maintained with stage construction.



3:01:54 PM
FILE NAME: NW Wall General Plan and Elevation



USER NAME =	brvanderwal	DESIGNED -	JRG	REVISED -	
CHECKED -	JRM	REVISIONS			
PLOT SCALE =	16:0.0000 "/>				
PLOT DATE =	8/28/2024	CHECKED -	JRM	REVISED -	

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**GENERAL PLAN AND ELEVATION
NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)**

SHEET 1 OF 4 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	232
CONTRACT NO. 61G79				

ILLINOIS FED. AID PROJECT

GENERAL NOTES:

1. Wall stations and offsets are measured from the centerline of North Aurora Road to the front face of the concrete facing.
2. Reinforcement bars designated (E) shall be epoxy coated.
3. Anti-Graffiti Protection System shall be applied to exposed surfaces of the facing.
4. Soldier piles shall be cleaned and given one shop coat of Inorganic Zinc Rich Primer. Cost included with Furnishing Soldier Piles (W Section).
5. All Exposed concrete edges shall have a standard 3/4" chamfer, unless otherwise noted.
6. For Chain Link Fence details, see sheet 226 of 423.
7. The Contractor is responsible for the design and performance of the timber lagging using no less than a 3 inch nominal rough-sawn thickness and minimum allowable bending stress of 1,000 psi.
8. The existing soil in the drilled soldier pile areas contains groundwater. Temporary casing is likely required for the construction of the drilled shafts. See Section 516 of the Standard Specifications for direction on the use of temporary casing. The cost of temporary casing is included with Drilling and Setting Soldier Piles (In Soil).

TOTAL BILL OF MATERIAL

Item	Unit	Total
Structure Excavation	Cu. Yd.	26
Concrete Structures	Cu. Yd.	6.3
Form Liner Textured Surface	Sq. Ft.	155
Stud Shear Connectors	Each	19
Reinforcement Bars, Epoxy Coated	Pound	630
Furnishing Soldier Piles (W Section)	Foot	126
Drilling And Setting Soldier Piles (In Soil)	Cu. Ft.	747
Untreated Timber Lagging	Sq. Ft.	121
Geocomposite Wall Drain	Sq. Yd.	10
Pipe Underdrains For Structures 4"	Foot	30
Concrete Gutter, Type B	Foot	31
Chain Link Fence, 4' Attached To Structure	Foot	31
Anti-Graffiti Protection System	Sq. Ft.	140

INDEX OF SHEETS

- 1 General Plan and Elevation
- 2 General Data
- 3 Plan and Elevation
- 4 Wall Sections and Details

3:01:56 PM
FILE NAME: NW Wall General Data



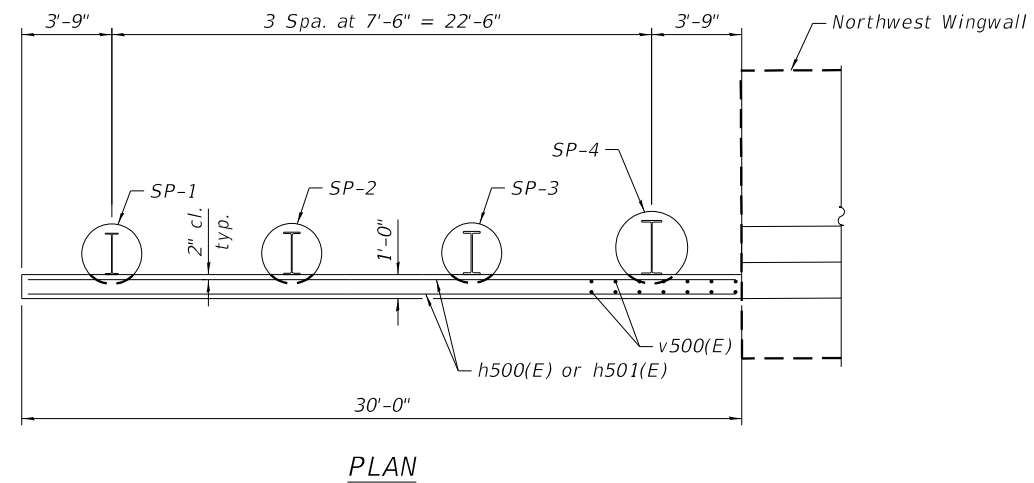
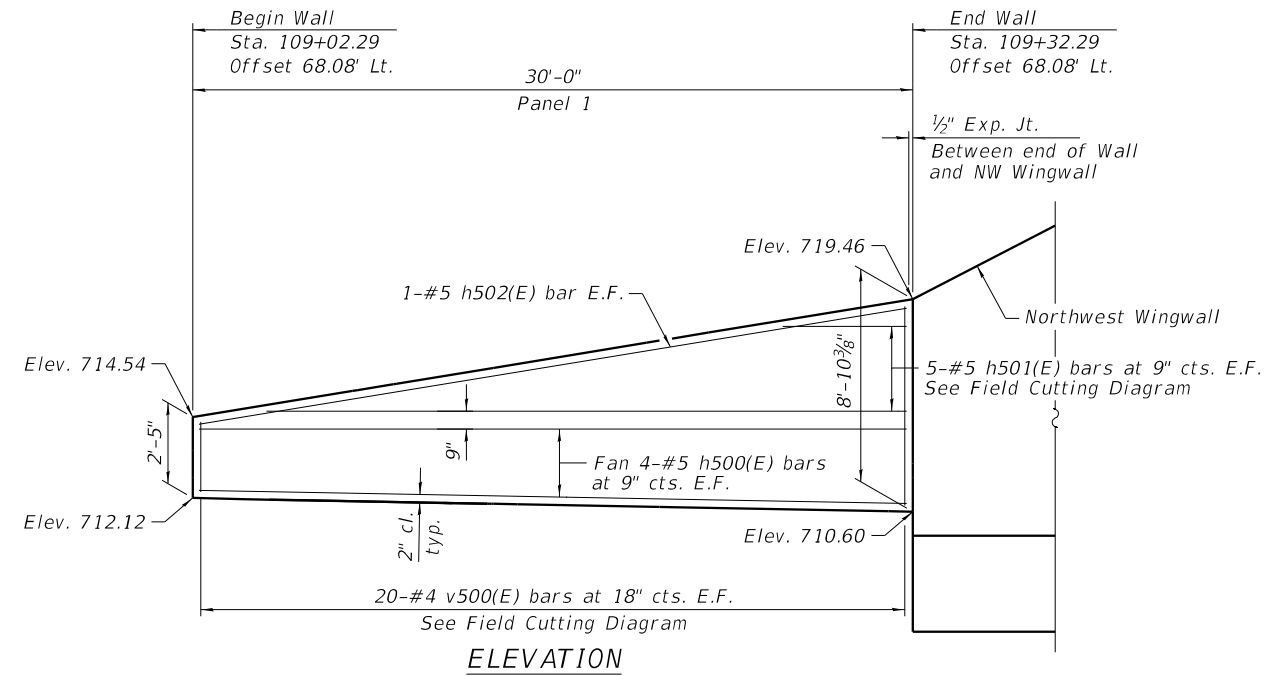
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PLOT DATE =	8/28/2024	CHECKED -	JRM	REVISED -	

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**GENERAL DATA
NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)**

SHEET 2 OF 4 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	233
			CONTRACT NO. 61G79	
		ILLINOIS	FED. AID PROJECT	



NOTES:

- For soldier pile wall cross sections, details, Field Cutting Diagram, and pile summary, see sheet 4 of 4.

3:01:58 PM
FILE NAME: NW Wall Plan and Elevation



USER NAME =	brvanderwal	DESIGNED -	JRG	REVISED -	
		CHECKED -	JRM	REVISED -	
PLOT SCALE =	8.0000' / in.	DRAWN -	EH	REVISED -	
PLOT DATE =	8/28/2024	CHECKED -	JRM	REVISED -	

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**PLAN AND ELEVATION
NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)**

SHEET 3 OF 4 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	234
CONTRACT NO. 61G79				
		ILLINOIS	FED. AID PROJECT	

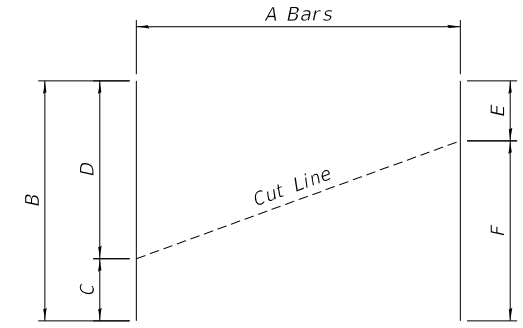
BILL OF MATERIAL

Bar	No.	Size	Length	Shape	
h500(E)	8	#5	29'-8"	—	
h501(E)	5	#5	33'-0"	—	
h502(E)	2	#5	30'-0"	—	
v500(E)	20	#4	10'-7"	—	
Structure Excavation				Cu. Yd.	26
Concrete Structures				Cu. Yd.	6.3
Form Liner Textured Surface				Each	155
Shear Stud Connectors				Each	19
Reinforcement Bars, Epoxy Coated				Pound	630
Furnishing Soldier Piles (W Section)				Foot	126
Drilling And Setting Soldier Piles (In Soil)				Cu. Ft.	747
Untreated Timber Lagging				Sq. Ft.	121
Geocomposite Wall Drain				Sq. Yd.	10
Pipe Underdrains for Structures 4"				Foot	30
Concrete Gutter, Type B				Foot	31
Chain Link Fence, 4' Attached to Structure				Foot	31
Anti-Graffiti Protection System				Sq. Ft.	140

PILE SUMMARY

Pile	*Station	*Offset	Pile Size	Shaft Diameter	Top of Pile Elev.	Top of Shaft Elev.	Bot. of Pile Elev.	Pile Length
SP-1	109+06.04	69.94' Lt.	W21x44	2'-6"	713.49	711.88	689.49	24'-0"
SP-2	109+13.54	69.98' Lt.	W21x68	2'-6"	714.72	711.39	684.72	30'-0"
SP-3	109+21.04	70.00' Lt.	W21x93	2'-6"	715.95	710.90	680.95	35'-0"
SP-4	109+28.54	70.21' Lt.	W27x102	3'-0"	717.18	710.41	680.18	37'-0"

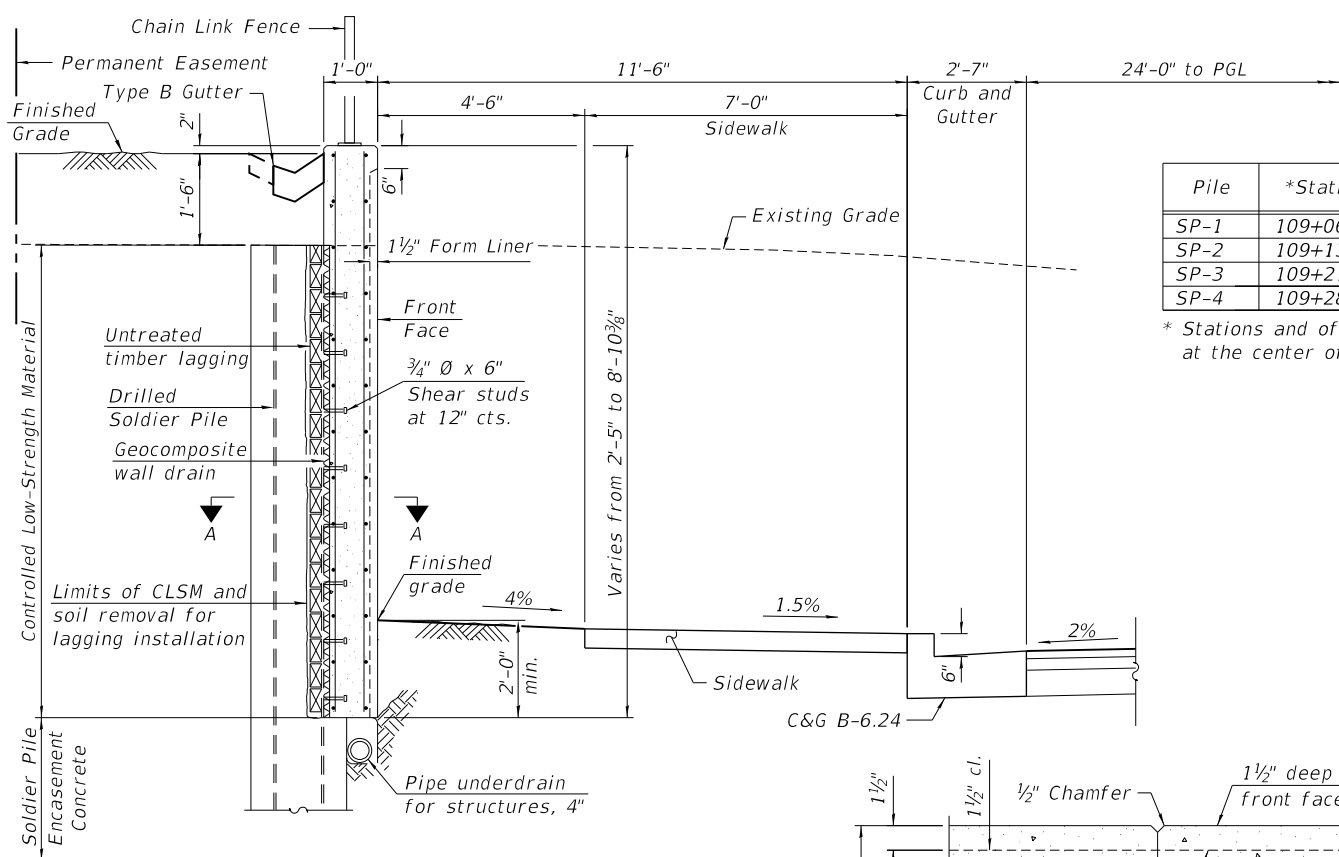
* Stations and offsets are located at the center of the pile.



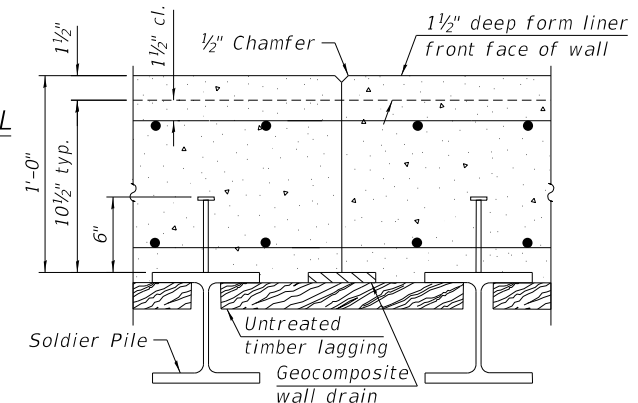
FIELD CUTTING DIAGRAM

Order h400(E), h402(E) and v400(E) bars full length. Cut as shown and use remainder in opposite face.

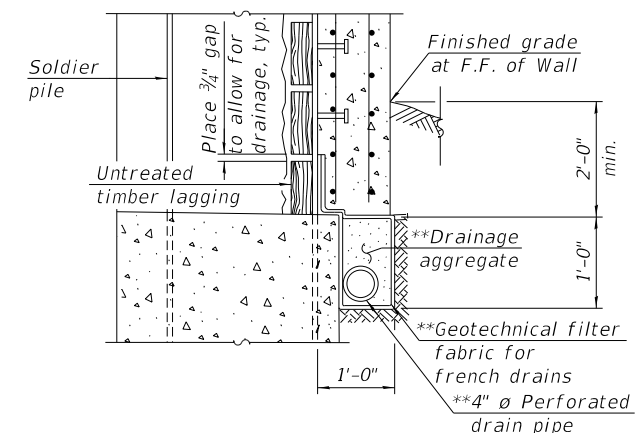
Bar	A	B	C	D	E	F
h501(E)	5	33'-0"	5'-9"	27'-3"	5'-9"	27'-3"
v500(E)	20	10'-7"	2'-1"	8'-6"	2'-1"	8'-6"



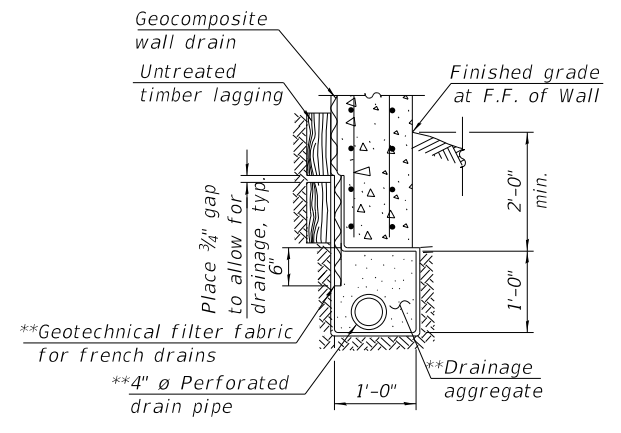
TYPICAL SECTION - SOLDIER PILE WALL
(Looking East)



CONSTRUCTION JOINT DETAILS

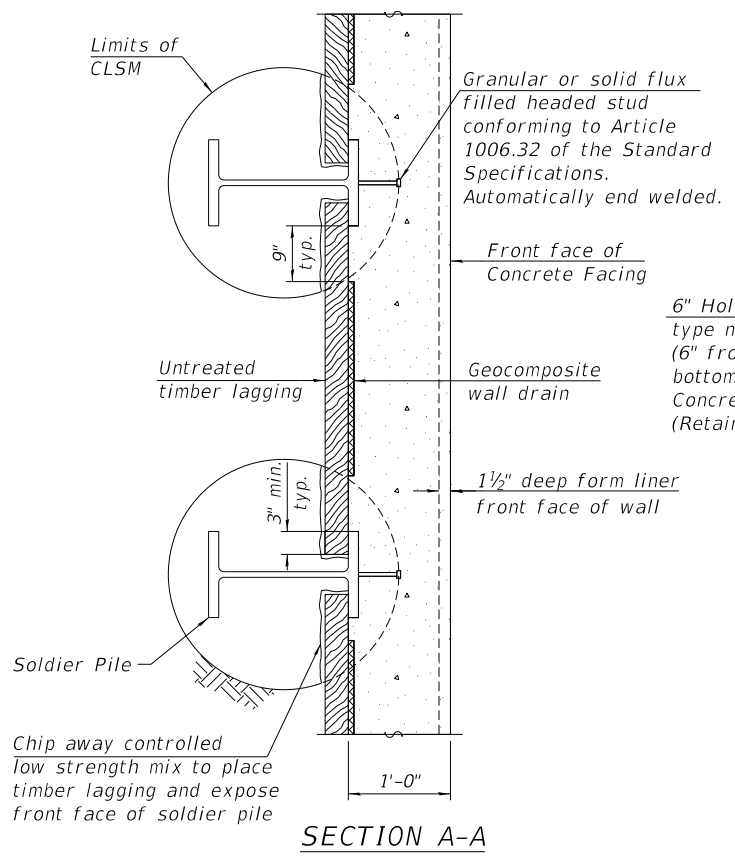


PIPE UNDERDRAIN DETAIL AT SOLDIER PILE

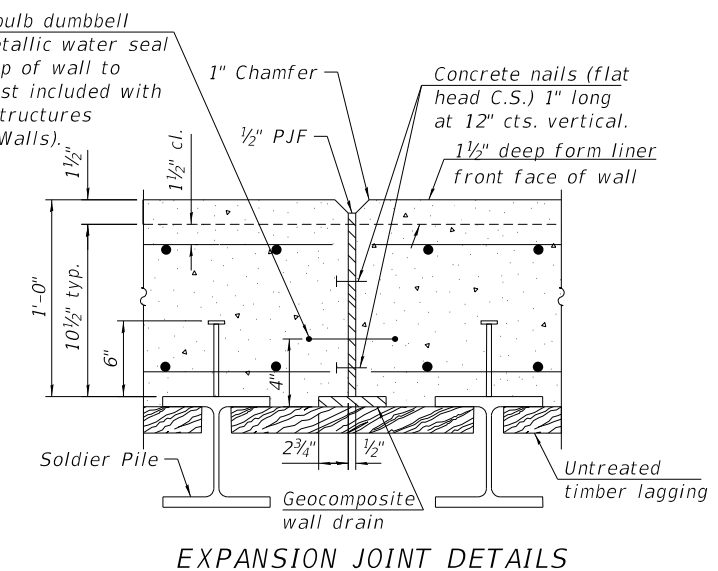


PIPE UNDERDRAIN DETAIL BETWEEN SOLDIER PILES

**Included in the cost of Pipe Underdrain for Structures, 4".



SECTION A-A



EXPANSION JOINT DETAILS

3:02:00 PM FILE NAME: NW Wall Sections and Details



USER NAME = brvanderwal	DESIGNED - JRG	REVISED -
PLOT SCALE = 0:2.0000 "/in.	CHECKED - JRM	REVISED -
PLOT DATE = 8/28/2024	DRAWN - EH	REVISED -
	CHECKED - JRM	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

WALL SECTIONS AND DETAILS
NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)

SHEET 4 OF 4 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	235
CONTRACT NO. 61G79				

ILLINOIS FED. AID PROJECT

GENERAL NOTES:

1. Wall stations and offsets are measured from the centerline of North Aurora Road to the front face of the concrete facing.
2. Reinforcement bars designated (E) shall be epoxy coated.
3. Anti-Graffiti Protection System shall be applied to exposed surfaces of the facing.
4. Soldier piles shall be cleaned and given one shop coat of Inorganic Zinc Rich Primer. Cost included with Furnishing Soldier Piles (W Section).
5. All Exposed concrete edges shall have a standard 3/4" chamfer, unless otherwise noted.
6. For Chain Link Fence details, see sheet 226 of 423.
7. The Contractor is responsible for the design and performance of the timber lagging using no less than a 3 inch nominal rough-sawn thickness and minimum allowable bending stress of 1,000 psi.
8. The existing soil in the drilled soldier pile areas contains groundwater. Temporary casing is likely required for the construction of the drilled shafts. See Section 516 of the Standard Specifications for direction on the use of temporary casing. The cost of temporary casing is included with Drilling and Setting Soldier Piles (In Soil).

TOTAL BILL OF MATERIAL

Item	Unit	Total
Structure Excavation	Cu. Yd.	61
Concrete Structures	Cu. Yd.	21.0
Form Liner Textured Surface	Sq. Ft.	519
Stud Shear Connectors	Each	64
Reinforcement Bars, Epoxy Coated	Pound	1,960
Furnishing Soldier Piles (W Section)	Foot	432
Drilling And Setting Soldier Piles (In Soil)	Cu. Ft.	2,541
Untreated Timber Lagging	Sq. Ft.	396
Geocomposite Wall Drain	Sq. Yd.	30
Pipe Underdrains For Structures 4"	Foot	94
Concrete Gutter, Type B	Foot	87
Chain Link Fence, 4' Attached To Structure	Foot	94
Anti-Graffiti Protection System	Sq. Ft.	473

INDEX OF SHEETS

- 1 General Plan and Elevation
- 2 General Data
- 3 Plan and Elevation
- 4 Wall Sections and Details
- 5 Boring Logs

3:02:07 PM
FILE NAME: SW Wall General data



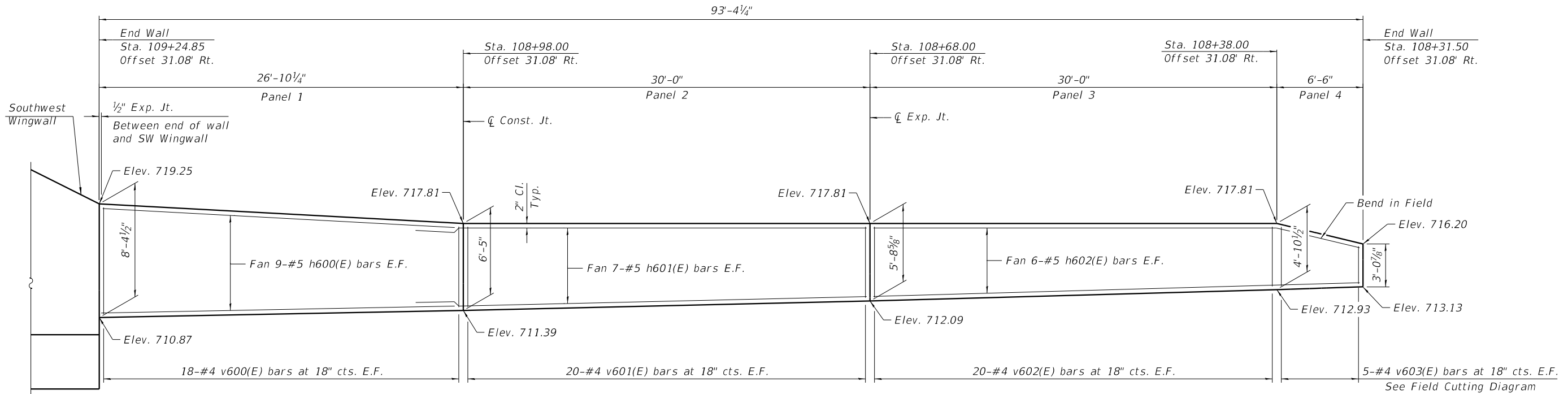
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**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

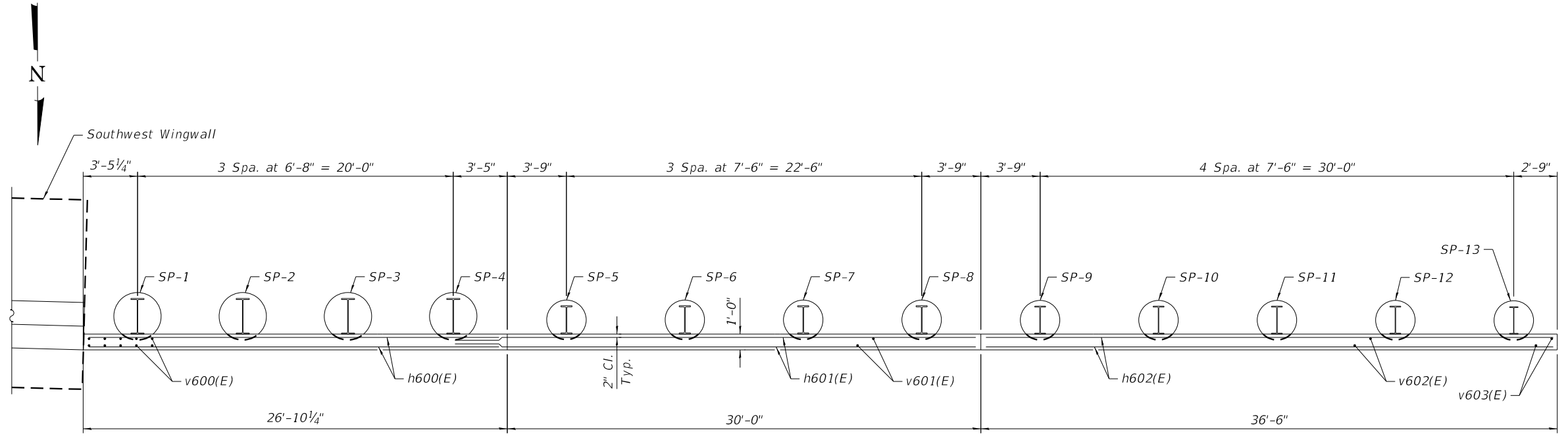
**GENERAL DATA
SOUTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)**

SHEET 2 OF 5 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	237
			CONTRACT NO. 61G79	
		ILLINOIS	FED. AID PROJECT	



ELEVATION



PLAN

- NOTES:**
- For soldier pile wall cross sections and details, Field Cutting Diagram, and Bill of Material, see sheet 4 of 5.

3:02:09 PM
FILE NAME: SW Wall Plan and Elevation



USER NAME =	brvanderwal	DESIGNED -	JRG	REVISED -	
CHECKED -	JRM	REVISIONS			
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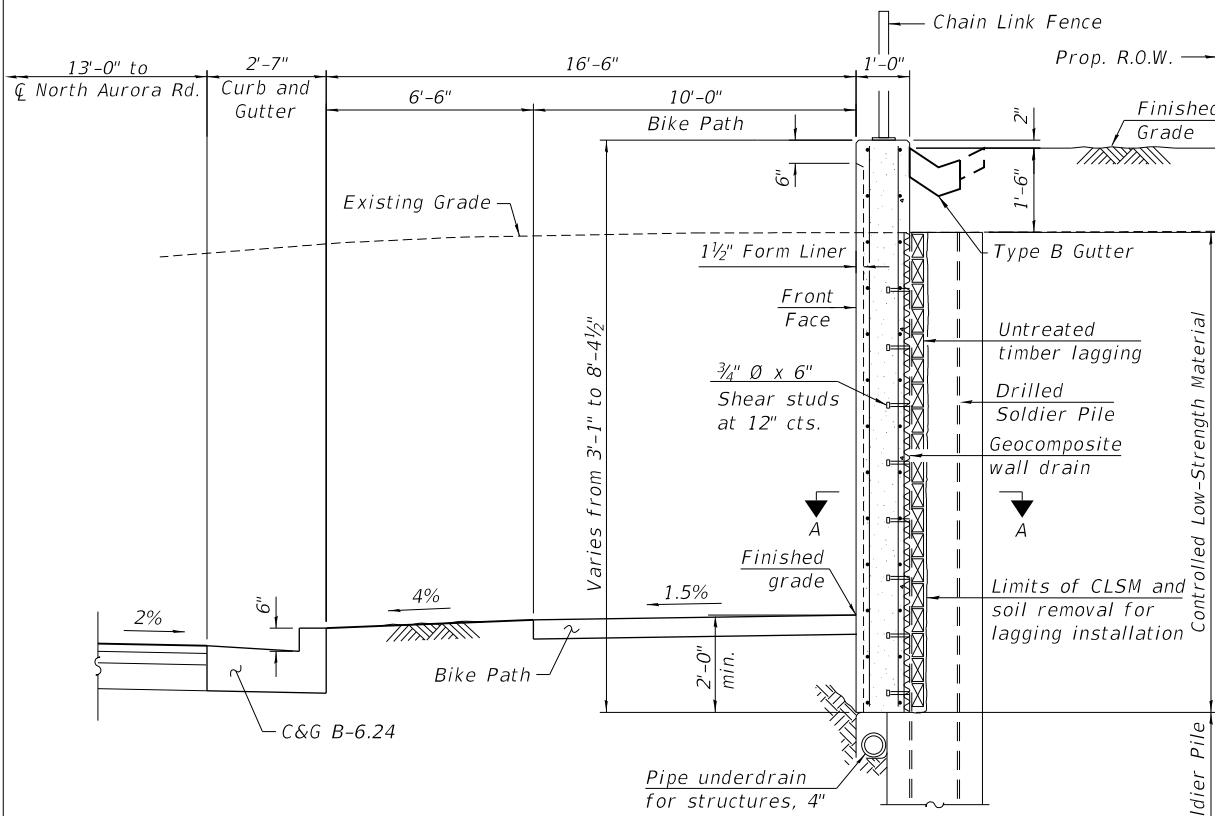
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PLAN AND ELEVATION
SOUTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)

SHEET 3 OF 5 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	238
CONTRACT NO. 61G79				

ILLINOIS FED. AID PROJECT



TYPICAL SECTION - SOLDIER PILE WALL
(Looking East)

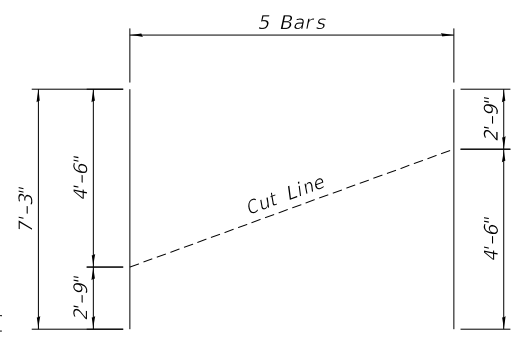
PILE SUMMARY

Pile	*Station	*Offset	Pile Size	Shaft Diameter	Top of Pile Elev.	Top of Shaft Elev.	Bot. of Pile Elev.	Pile Length
SP-1	109+21.42	33.21' Rt.	W27x102	3'-0"	717.40	710.94	680.40	37'-0"
SP-2	109+14.75	33.21' Rt.	W27x102	3'-0"	717.04	711.07	680.04	37'-0"
SP-3	109+08.08	33.21' Rt.	W27x102	3'-0"	716.68	711.19	679.68	37'-0"
SP-4	109+01.42	33.21' Rt.	W27x102	3'-0"	716.33	711.32	679.33	37'-0"
SP-5	108+94.25	32.98' Rt.	W21x93	2'-6"	716.14	711.48	681.14	35'-0"
SP-6	108+86.75	32.98' Rt.	W21x93	2'-6"	716.14	711.65	681.14	35'-0"
SP-7	108+79.25	32.98' Rt.	W21x93	2'-6"	716.14	711.83	681.14	35'-0"
SP-8	108+71.75	32.98' Rt.	W21x93	2'-6"	716.14	712.00	681.14	35'-0"
SP-9	108+64.25	32.96' Rt.	W21x68	2'-6"	716.14	712.20	686.14	30'-0"
SP-10	108+56.75	32.96' Rt.	W21x68	2'-6"	716.14	712.41	686.14	30'-0"
SP-11	108+49.25	32.96' Rt.	W21x68	2'-6"	716.14	712.62	686.14	30'-0"
SP-12	108+41.75	32.96' Rt.	W21x68	2'-6"	716.14	712.83	686.14	30'-0"
SP-13	108+34.25	32.94' Rt.	W21x44	2'-6"	715.21	713.05	691.21	24'-0"

* Stations and offsets are located at the center of the pile.

BILL OF MATERIAL

Bar	No.	Size	Length	Shape
h600(E)	18	#5	26'-7"	---
h601(E)	14	#5	33'-2"	---
h602(E)	12	#5	36'-2"	---
v600(E)	36	#4	8'-0"	---
v601(E)	40	#4	6'-1"	---
v602(E)	40	#4	5'-4"	---
v603(E)	5	#4	7'-3"	---
Structure Excavation		Cu. Yd.	61	
Concrete Structures		Cu. Yd.	21.0	
Form Liner Textured Surface		Sq. Ft.	519	
Stud Shear Connectors		Each	64	
Reinforcement Bars, Epoxy Coated		Pound	1,960	
Furnishing Soldier Piles (W Section)		Foot	432	
Drilling And Setting Soldier Piles (In Soil)		Cu. Ft.	2,541	
Untreated Timber Lagging		Sq. Ft.	396	
Geocomposite Wall Drain		Sq. Yd.	30	
Pipe Underdrains for Structures 4"		Foot	94	
Concrete Gutter, Type B		Foot	87	
Chain Link Fence, 4' Attached to Structure		Foot	94	
Anti-Graffiti Protection System		Sq. Ft.	473	

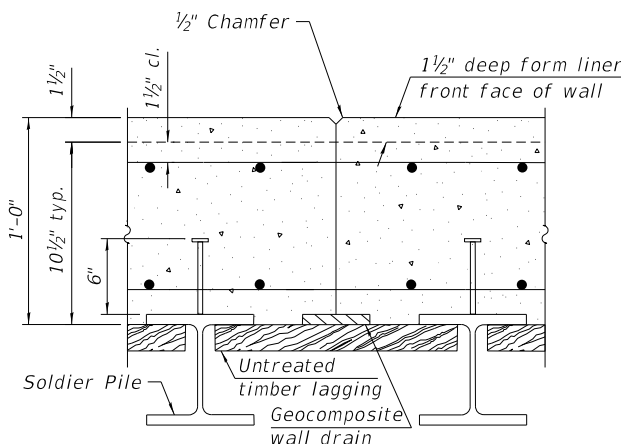


FIELD CUTTING DIAGRAM

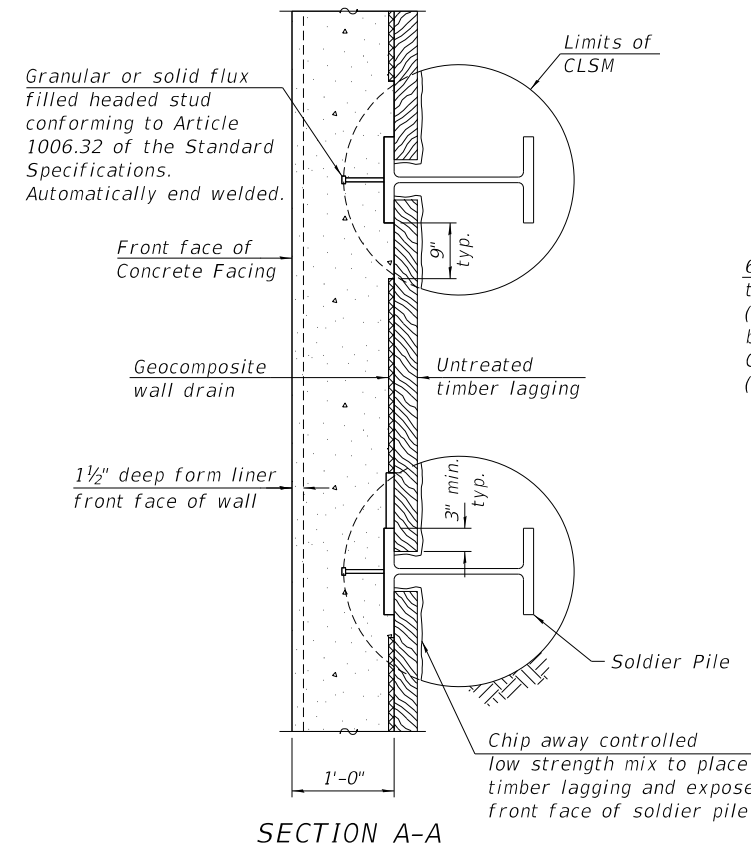
Order v603(E) bars full length.
Cut as shown and use remainder in opposite face.

Minimum Bar Laps

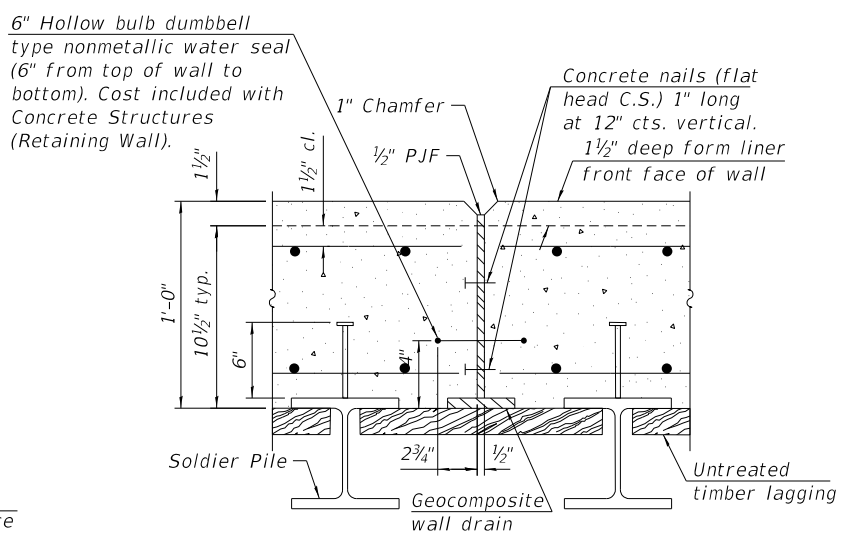
Bar	Lap
#5(E)	3'-2"



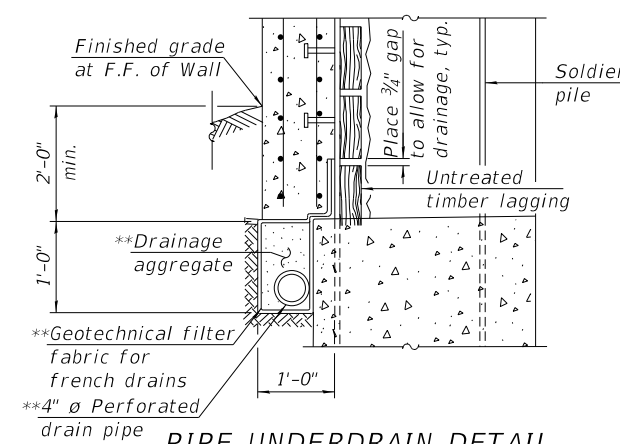
CONSTRUCTION JOINT DETAILS



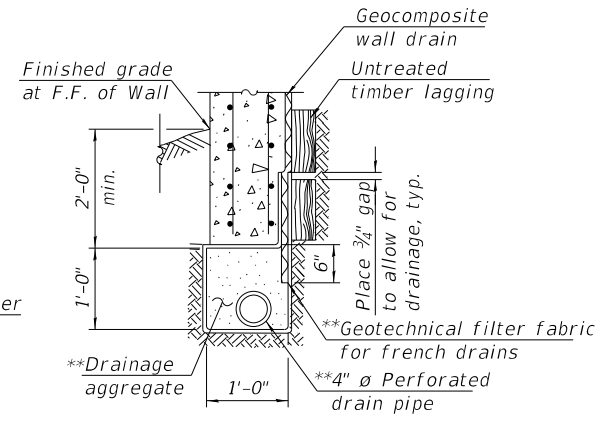
SECTION A-A



EXPANSION JOINT DETAILS



PIPE UNDERDRAIN DETAIL AT SOLDIER PILE



PIPE UNDERDRAIN DETAIL BETWEEN SOLDIER PILES

**Included in the cost of Pipe Underdrain for Structures, 4".

3:02:11 PM FILE NAME: SW Wall Sections and Details



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		CHECKED -	JRM	REVISED -	
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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

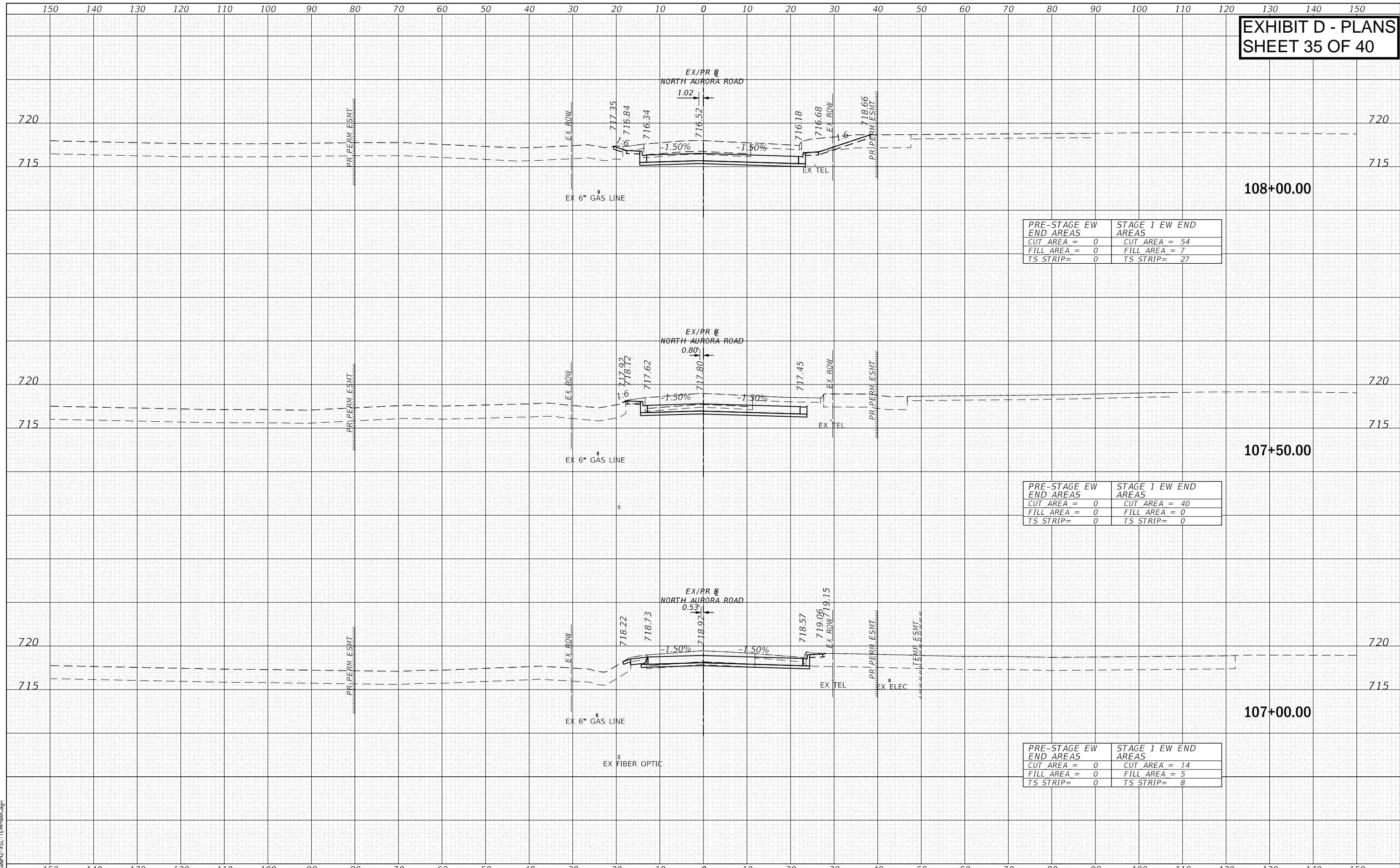
WALL SECTIONS AND DETAILS
SOUTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)

SHEET 4 OF 5 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	239
CONTRACT NO. 61G79				
ILLINOIS FED. AID PROJECT				

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	



PRE-STAGE EW END AREAS	STAGE 1 EW END AREAS
CUT AREA = 0	CUT AREA = 54
FILL AREA = 0	FILL AREA = 7
TS STRIP = 0	TS STRIP = 27

PRE-STAGE EW END AREAS	STAGE 1 EW END AREAS
CUT AREA = 0	CUT AREA = 40
FILL AREA = 0	FILL AREA = 0
TS STRIP = 0	TS STRIP = 0

PRE-STAGE EW END AREAS	STAGE 1 EW END AREAS
CUT AREA = 0	CUT AREA = 14
FILL AREA = 0	FILL AREA = 5
TS STRIP = 0	TS STRIP = 8



USER NAME = brvanderwal	DESIGNED - BMS	REVISED -
PLOT SCALE = 20.0000' / in.	DRAWN - MKW	REVISED -
PLOT DATE = 8/28/2024	CHECKED - BVW	REVISED -
	DATE - 8/28/2024	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

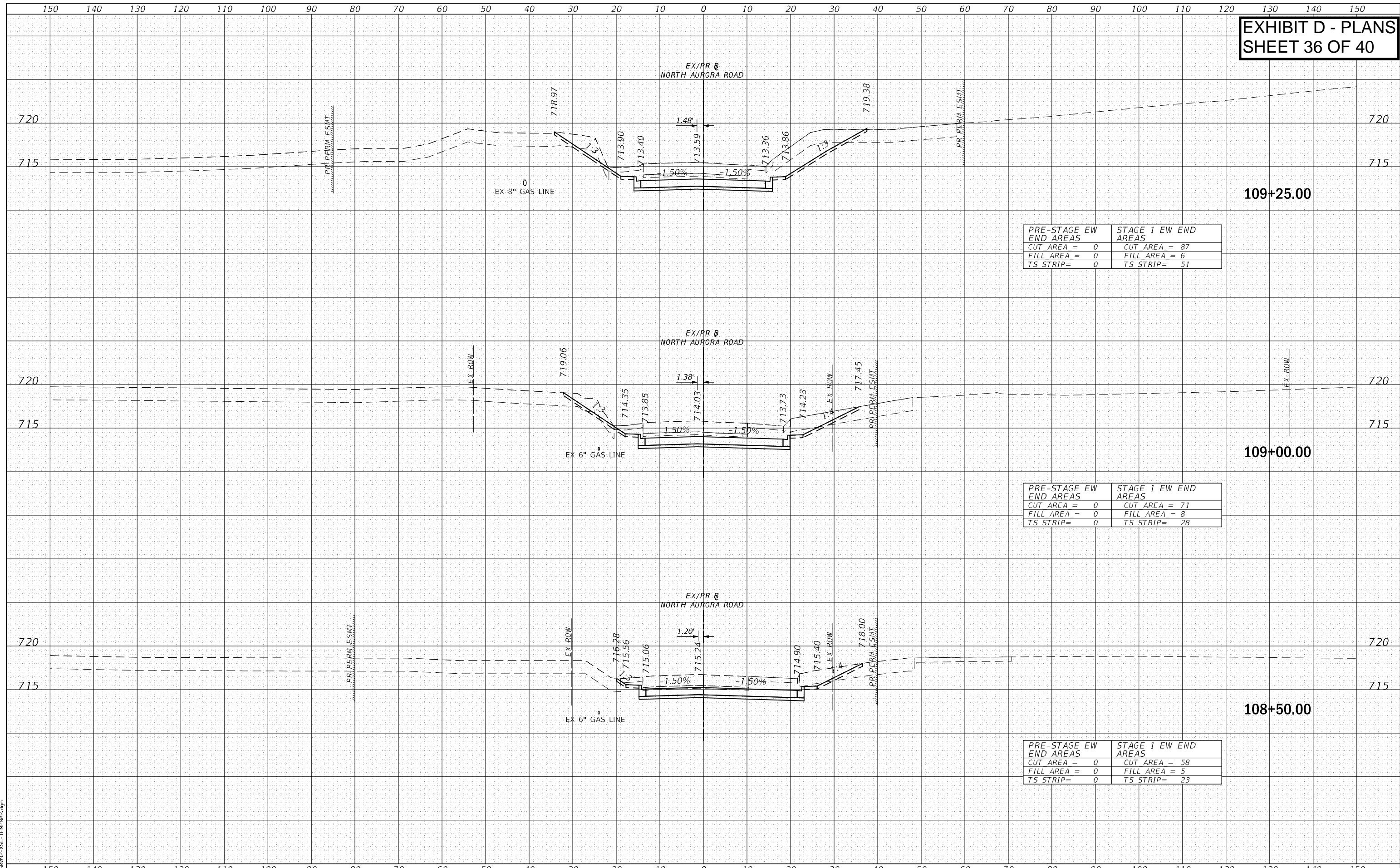
**PRE-STAGE & STAGE 1 NORTH AURORA ROAD
CROSS SECTIONS**
SCALE: 10 H: 5 V SHEET 2 OF 15 SHEETS STA. 107+00.00 TO STA. 108+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	292
			CONTRACT NO. 61G79	

FILE NAME = 060002-VSC-TEMPAR.dgn

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	



PRE-STAGE EW END AREAS	STAGE 1 EW END AREAS
CUT AREA = 0	CUT AREA = 87
FILL AREA = 0	FILL AREA = 6
TS STRIP = 0	TS STRIP = 51

PRE-STAGE EW END AREAS	STAGE 1 EW END AREAS
CUT AREA = 0	CUT AREA = 71
FILL AREA = 0	FILL AREA = 8
TS STRIP = 0	TS STRIP = 28

PRE-STAGE EW END AREAS	STAGE 1 EW END AREAS
CUT AREA = 0	CUT AREA = 58
FILL AREA = 0	FILL AREA = 5
TS STRIP = 0	TS STRIP = 23

FILE NAME = 060002-VSC-TEMPAR.dgn



USER NAME = brvanderwal	DESIGNED - BMS	REVISED -
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PLOT DATE = 8/28/2024	CHECKED - BVW	REVISED -
	DATE - 8/28/2024	REVISED -

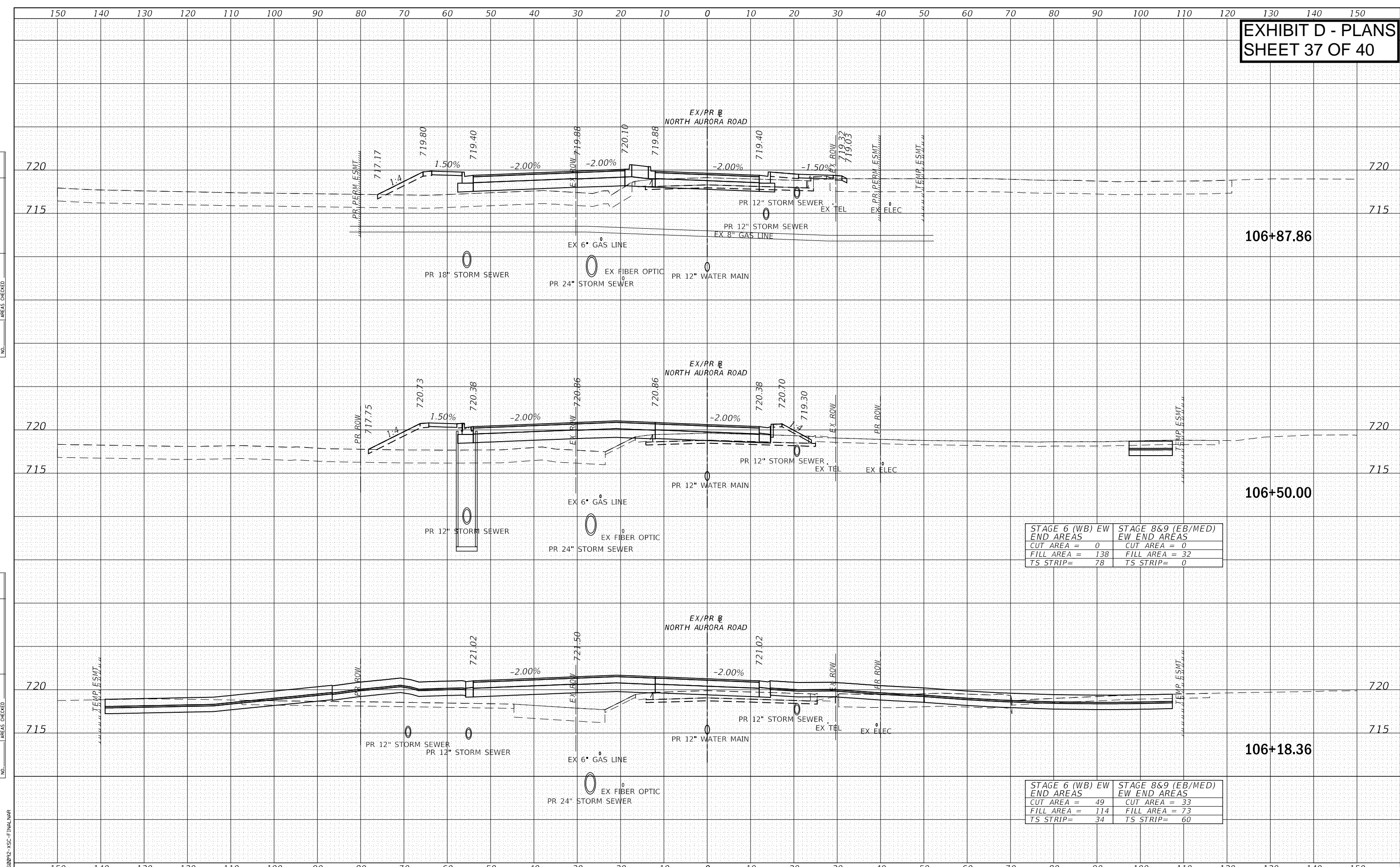
**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**PRE-STAGE & STAGE 1 NORTH AURORA ROAD
CROSS SECTIONS**
SCALE: 10 H: 5 V SHEET 3 OF 15 SHEETS STA. 108+50.00 TO STA. 109+25.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	293
CONTRACT NO. 61G79			ILLINOIS FED. AID PROJECT	

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	



STAGE 6 (WB) EW END AREAS	STAGE 8&9 (EB/MED) EW END AREAS
CUT AREA = 0	CUT AREA = 32
FILL AREA = 138	FILL AREA = 32
TS STRIP = 78	TS STRIP = 0

STAGE 6 (WB) EW END AREAS	STAGE 8&9 (EB/MED) EW END AREAS
CUT AREA = 49	CUT AREA = 33
FILL AREA = 114	FILL AREA = 73
TS STRIP = 34	TS STRIP = 60

FILE NAME = 060002-ASC-FINAL.NAR



USER NAME = brvanderwal	DESIGNED - BMS	REVISED -
PLOT SCALE = 20.0000' / in.	DRAWN - MKW	REVISED -
PLOT DATE = 6/10/2024	CHECKED - BVW	REVISED -
	DATE - 6/10/2024	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

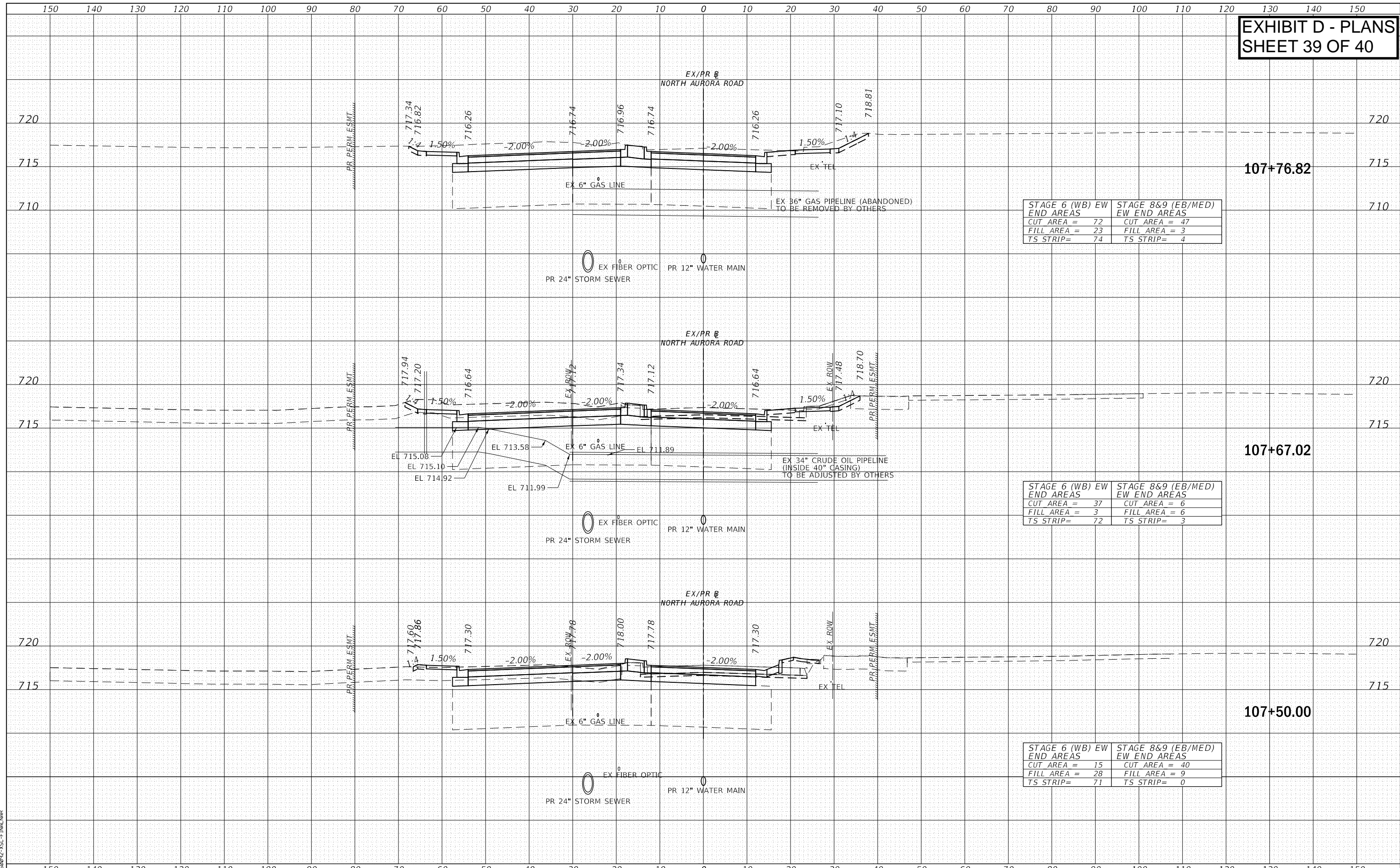
**FINAL NORTH AURORA ROAD
CROSS SECTIONS**

SCALE: 10 H: 5 V SHEET 11 OF 26 SHEETS STA. 106+18.36 TO STA. 106+87.86

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	423	316
			CONTRACT NO. 61G79	
ILLINOIS FED. AID PROJECT				

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	



FILE NAME = 060002-VSC-FINAL.NAR



USER NAME = brvanderwal	DESIGNED - BMS	REVISED -
PLOT SCALE = 20.0000' / in.	DRAWN - MKW	REVISED -
PLOT DATE = 6/10/2024	CHECKED - BVW	REVISED -
	DATE - 6/10/2024	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

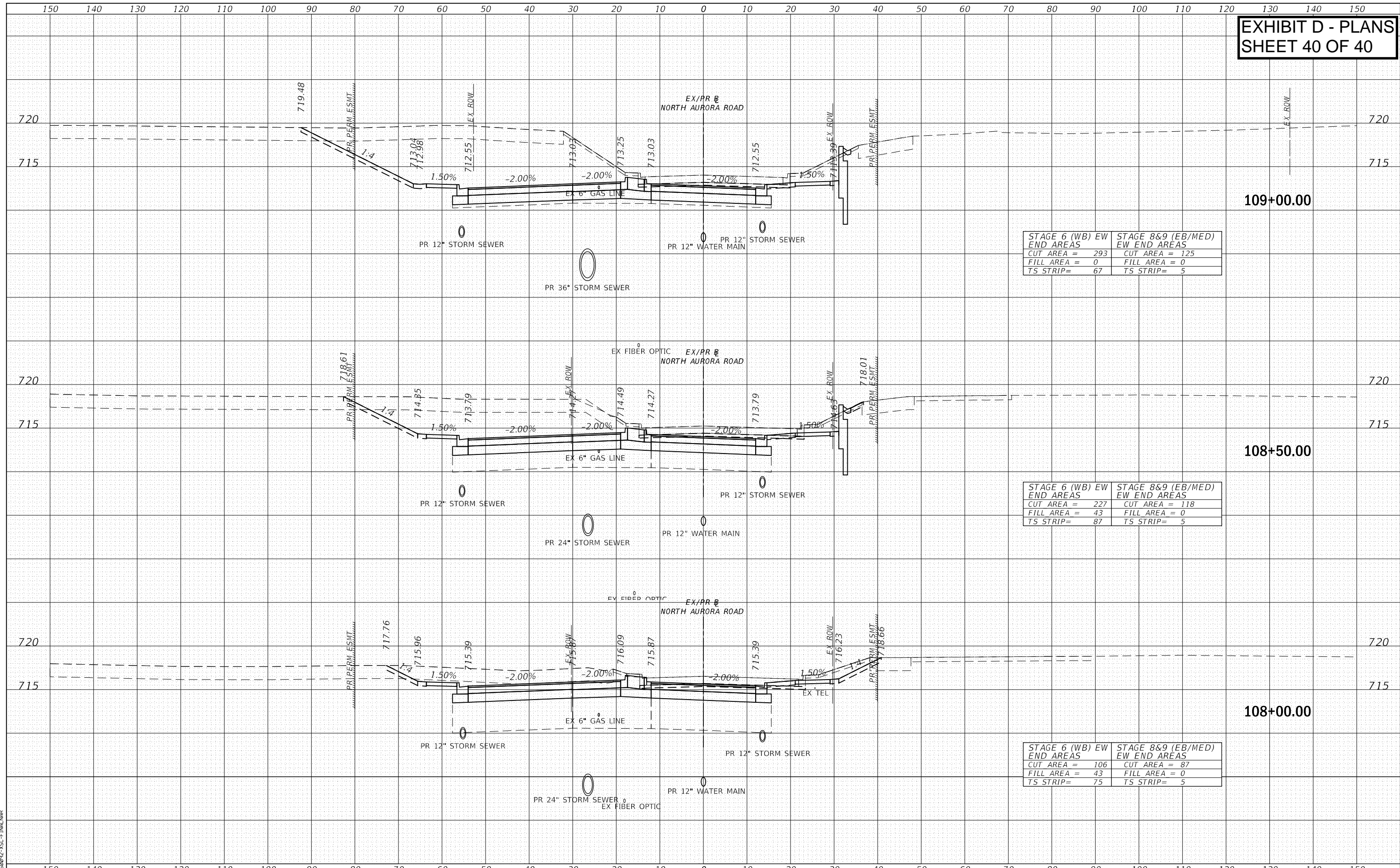
**FINAL NORTH AURORA ROAD
CROSS SECTIONS**

SCALE: 10 H: 5 V SHEET 13 OF 26 SHEETS STA. 107+50.00 TO STA. 107+76.82

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	318
			CONTRACT NO.	61G79
ILLINOIS FED. AID PROJECT				

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	

DATE	
BY	
SURVEYED	
PLOTTED	
TEMPLATE	
AREAS	
CHECKED	
NO.	



STAGE 6 (WB) EW	STAGE 8&9 (EB/MED)
END AREAS	EW END AREAS
CUT AREA = 293	CUT AREA = 125
FILL AREA = 0	FILL AREA = 0
TS STRIP= 67	TS STRIP= 5

STAGE 6 (WB) EW	STAGE 8&9 (EB/MED)
END AREAS	EW END AREAS
CUT AREA = 227	CUT AREA = 118
FILL AREA = 43	FILL AREA = 0
TS STRIP= 87	TS STRIP= 5

STAGE 6 (WB) EW	STAGE 8&9 (EB/MED)
END AREAS	EW END AREAS
CUT AREA = 106	CUT AREA = 87
FILL AREA = 43	FILL AREA = 0
TS STRIP= 75	TS STRIP= 5

FILE NAME = 060002-VSC-FINAL.NAR



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PLOT SCALE = 20.0000' / in.	CHECKED - BVW	REVISED -
PLOT DATE = 6/10/2024	DATE - 6/10/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

FINAL NORTH AURORA ROAD
CROSS SECTIONS

SCALE: 10 H: 5 V SHEET 14 OF 26 SHEETS STA. 108+00.00 TO STA. 109+00.00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DuPAGE	423	319
				CONTRACT NO. 61G79

ILLINOIS FED. AID PROJECT

EXHIBIT E

BUY AMERICA
CERTIFICATE OF COMPLIANCE

LPA:
Route
Section No.
Job No.

WE, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

(Insert Project No. and Description Here)

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These files will be available for inspection and verification by the LPA, the Illinois Department of Transportation, and/or the Federal Highway Administration.

We further certify that the total value of foreign steel as described in the Buy America requirements 23 CFR 635.410 for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____

Subscribed and sworn to before me _____ day of _____, _____
this _____

**UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT
FOR RELOCATION OF ENBRIDGE PIPELINE**

Road Authority/LPA: The City of Naperville, the City of Aurora, and Naperville Township
Route: 1509 (North Aurora)
Section: 06-00133-00-BR
Job No.: C-91-424-19
IDOT Contract No: 61G79
County: DuPage
Federal Project Number: XUXZ(984)

THIS UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT FOR RELOCATION OF ENBRIDGE PIPELINE (“**Agreement**”) is made and entered into this _____ day of _____, 2024 (“**Effective Date**”), by and between Enbridge Energy, Limited Partnership, licensed to do business in the State of Illinois, with offices at 1500 West Main Street, Griffith, Indiana 46319 (“**Enbridge**”) and the City of Naperville, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, the City of Aurora, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, and Naperville Township, a body politic and corporate. Enbridge and the Road Authority (as Road Authority is defined in Section 1.1 below) may be referred to in this Agreement as a “**Party**,” or together as the “**Parties**.”

For and in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Introductory Matters.

- 1.1 In the interest of public safety and convenience the City of Naperville and its public entity partners, the City of Aurora and Naperville Township (together referenced herein as the “**Road Authority**”), desire to widen and reconstruct North Aurora Road from Pennsbury Lane to Frontenac Road (hereinafter the “**NAR Project**”). The City of Naperville (“**City**”) is Lead Local Agency for said NAR Project and where it is provided herein that the City or City Engineer will take an action of any kind, that action shall be deemed to be taken on behalf of the Road Authority.

Enbridge owns, operates, and maintains a 34-inch diameter pipeline (“**Pipeline**” or “**Enbridge Pipeline**”) that runs north to south, perpendicular to North Aurora Road roadway in Naperville Township, within property owned by Commonwealth Edison Company for which Enbridge has an easement. The existing above-ground valve and fence, on the north side of North Aurora Road, roughly aligns with the location of Enbridge’s Pipeline.

- 1.2 The Road Authority has determined that adjustments must be made to a portion of the Enbridge Pipeline within the limits of and necessitated by the NAR Project in order to lower the Enbridge Pipeline at its current location to a lower elevation (hereinafter referenced as the “**Enbridge Pipeline Relocation Project**” or

“**Project**”). Enbridge has documented its right to occupy the property on which the Pipeline is located and will be relocated and the costs associated with said adjustments are reimbursable as provided herein. A location map showing the location of the existing Pipeline is attached hereto as **Exhibit A**.

1.3 Enbridge desires to cooperate with the Road Authority in the Project Work described herein.

1.4 On May 19, 2021, the City and Enbridge entered into a reimbursement agreement for Enbridge to perform a Class 4 Estimate which explored the conceptual feasibility of two options to relocate the Pipeline and removing the hand-operated main line valve MLV-406.83-6-V. The Class 4 Estimate was completed and a preliminary Pipeline relocation design was agreed upon by the Parties.

1.5 On June 15, 2022, the City and Enbridge entered into a reimbursement agreement for Enbridge to perform Phase 2 Design Engineering to support and progress towards a full engineering design of the agreed upon option selected as part of the Class 4 Estimate.

1.6 On September 21, 2022, the City informed Enbridge that a third-party assessment of the Enbridge Pipeline relocation design/constructability option was to be performed (“**Constructability Options Analysis Report**”) prior to Enbridge moving ahead with the agreed upon option selected as part of the Class 4 Estimate.

1.7 On July 14, 2023, the City provided Enbridge with the Constructability Options Analysis Report that was performed by Burns and McDonnell for review and consideration of an alternative pipeline relocation design.

1.8 In response to the Constructability Options Analysis Report, Enbridge proposed an alternative construction option known as the sleeve option and a rough order of magnitude (“**ROM**”) cost estimate to accomplish said sleeve approach.

1.9 On November 1, 2023, the City and Enbridge entered into a reimbursement agreement for Enbridge to perform the design engineering for design of the Enbridge Pipeline Relocation Project using the sleeve option.

1.10 Enbridge issued bids for the Contractor’s Work, as defined herein, and has issued a Letter of Intent to Award the Bid to the low bidder (hereinafter referenced as the “**Contractor**”). The Contractor shall not be an agent, employee or representative of the Road Authority, but shall solely be contracted by Enbridge.

1.11 The Road Authority desires for Enbridge to perform the Enbridge Pipeline Relocation Project using the sleeve option plans (“**Sleeve Option Plans**”) developed by Enbridge which are attached hereto as **Exhibit B** which plans may be modified by written agreement of the Parties. **Exhibit B** has been redacted so that materials which are proprietary, privileged, or confidential to Enbridge are not disclosed since their disclosure would cause competitive harm to Enbridge’s business. The adjustments to the Enbridge Pipeline pursuant to the Sleeve Option Plans shall be performed by the Contractor retained by Enbridge to perform the work described in the Sleeve Option Plans (hereinafter the “**Contractor’s Work**”).

Said Contractor's Work, and the costs thereof, shall be inspected, overseen, and managed by Enbridge, and Enbridge shall also be responsible to procure some of the materials needed for the Project and to perform work associated with the final tie-in welds for the Project (hereinafter the "**Enbridge Work**"). The Road Authority shall be entitled to inspect Contractor's Work throughout the Project at reasonable times and subject to reasonable safety limitations required by Enbridge or the Contractor.

Together the Contractor's Work and the Enbridge Work shall be referenced herein as the "**Project Work**" which shall include all construction and services expressly required by or reasonably inferable from the Sleeve Option Plans and the provisions of this Agreement and its exhibits and includes all labor, materials, equipment, and services required to provide a fully functional and operable Pipeline with the adjustments and improvements described or referenced herein.

2. Performance of Project Work.

2.1 The City Engineer shall issue Enbridge a written Notice to Proceed with the Project Work (as defined herein) which Notice to Proceed will be issued within 5 business days of IDOT's letting of the NAR Project. Upon said Notice to Proceed, Enbridge may commence all Project Work.

2.2 Enbridge shall cause the Contractor's Work to be performed by the Contractor in compliance with the **Project Schedule** set forth on **Exhibit C** unless: (i) events of force majeure, as defined in Section 9 hereof, necessitates a delay in performance as agreed upon by the Parties; or (ii) the Project Schedule is modified by written agreement of Enbridge and the City Engineer which may be accomplished by email.

2.3 If, during the course of performance of the Contractor's Work, Enbridge or its Contractor determine that there is a need, or that for some reason it would be preferable, to modify the agreed upon design of the Sleeve Option Plans, Enbridge shall promptly contact the City to discuss the proposed modification to ensure that: (i) such modification will not increase the cost of the Contractor's Work or the Enbridge Work set forth on **Exhibit D** unless otherwise agreed to in writing by the Road Authority; and (ii) that such modification will not conflict or interfere with the improvements associated with the expansion of North Aurora Road to be undertaken by or on behalf of the Road Authority after completion of the Project Work unless otherwise agreed to in writing by the Road Authority .

2.4 Except as provided in Section 4.2 hereof, at all times throughout this Agreement and upon completion of the Project Work described herein, Enbridge shall own and maintain any and all existing and relocated Pipeline and associated materials and equipment.

2.5 Enbridge shall email the City Engineer with a project status report ("**Project Status Report**") every two weeks until completion of the Project which summarizes the work done in the previous weeks and outlines the work to be completed in the upcoming weeks.

2.6. Compliance with Laws. At all times relevant to this Agreement Enbridge and its Contractor and any subcontractors shall comply with all applicable local, state, and federal laws, including but not limited to the following:

2.6.1 All aspects of this Agreement shall be in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645A&B (23 CFR 645A&B).

2.6.2 This Agreement is subject to all terms contained in the "General Provisions for Utility Adjustment Agreements" attached hereto as **Exhibit F** attached hereto and made a part hereof.

2.6.3 The Project Work herein contemplated shall be subject to FHWA requirements and applicable Federal and State laws, rules, regulations, orders and approvals pertaining to all Agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general as well as all those pertaining to nondiscrimination equal, employment opportunity. Enbridge shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of the Project, Enbridge shall sign and return with its final invoice, the Certification of Compliance with Buy America attached hereto as **Exhibit G.**

2.6.4 Prevailing Wage Act. Because construction of the Project Work as provided herein constitutes construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"), Enbridge shall require its Contractor and all subcontractors that perform the Project Work comply with the provisions of said Act, including but not limited to payment of laborers, workers and mechanics no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in DuPage County and requiring such contractors and subcontractors to comply with all wage, notice and record keeping requirements set forth in the Act. For information regarding current prevailing wage rates, refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

2.6.5 IDOT will audit utility bills for work performed by or on behalf of Enbridge in accordance with Federal Highway Administration (FHWA) requirements on all projects involving the use of federal funds. Enbridge shall maintain, for a minimum of 3 years after the completion of the Project Work, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; the Agreement and all books, records, and supporting documents related to the contract shall be available for review and audit.

2.6.6 In accord with the requirements of the Illinois Public Construction Bond Act, Section 30 ILCS 550/0.01 et seq., Enbridge shall require the Contractor to provide the Road Authority with a performance bond and a payment bond in the amount of the Project Amount reflected on **Exhibit D.**

2.6.7 The Employment of Illinois Workers on Public Works Act ("Act"). 30 ILCS 570/1 et seq. The Act has been triggered by more than 5% unemployment in Illinois for

two consecutive months. The City shall give ENBRIDGE written notice if the Act is suspended in the future, or if after such suspension it is thereafter reinstated.

3. Reimbursement to Enbridge. Enbridge shall pay all costs associated with the Contractor's Work and the Enbridge Work and shall be reimbursed by the Road authority therefor as provided herein.

3.1 The Contractor bid on the Contractor's Work is based on a fixed lump sum amount. Said lump sum amount ("**Lump Sum Amount**"), set forth in the Schedule of Costs on **Exhibit D includes all costs** for which the Contractor shall be entitled to payment under this Agreement and includes an inflation factor to account for the delay in performing the work between the date of issuance of the Letter of Intent to Award the Bid and the actual date upon which performance of the Contractor's Work begins.

3.2 The Road Authority shall remit payment to Enbridge for Contractor payments as follows:

3.2.1 10% of the Lump Sum Amount not less than 30 days prior to commencement of construction by the Contractor as set forth on the Project Schedule.

3.2.2 An additional forty percent (40%) of the Lump Sum Amount upon completion of approximately half of the Contractor's Work as determined by Enbridge and agreed upon by the Road Authority subject to: (i) provision of the Documentation specified in Subsection 3.2.4 below; and (ii) inspection and written approval of the Contractor's work by Enbridge (which approval shall be provided to the City Engineer).

3.2.3 An additional forty percent (40%) of the Lump Sum Amount upon Substantial Completion of the Contractor's Work and the Enbridge Work subject to: (i) provision of the Documentation specified in Subsection 3.2.4 below; and (ii) inspection and written approval of the Contractor's work by the Enbridge (which approval shall be provided to the City Engineer). For the purposes of this payment subsection "Substantial Completion" is defined as when Enbridge has completed all work associated with the final tie-in welds and so that no part of the Project Work interferes with or prohibits the opening North Aurora Road for traffic.

3.2.4 10% retainage to be paid upon completion of any outstanding work (i.e. punch list items) subject to: (i) provision of any additional or final Documentation specified in Subsection 3.2.5 below; and (ii) inspection and final written approval of the Contractor's Work by Enbridge (which approval shall be provided to the City Engineer).

3.2.5 Required documentation ("**Documentation**") for the purposes of an obligation to make payment (for other than the initial 10% payment) hereunder includes the following:

- (i) A notarized application for payment documenting that the required percentage of Contractor's Work has been completed, copies of detailed Contractor and subcontractor billing statements setting forth the work performed, the number of hours and reflecting a ten percent (10%) retainage), a current waiver of lien by the Contractor (conditioned only upon payment of the requested amount) for itself and a waiver of lien for each of its subcontractors and suppliers, covering the pending payment which waivers of lien shall be evidence that 100% of the Contractor's Work completed to date has been paid for; and
- (ii) A sworn statement as to Contractor's Work listing (i) the names and address of all parties furnishing materials, labor or services in connection with said Contractor's Work (ii) the materials, labor or services to be furnished by each such party, (iii) the full contract prices (adjusted for extras or credits previously approved in writing by Owner) for all such materials, labor or services, (iv) the amounts actually paid to each party furnishing materials, labor or services (v) the amounts due or to become due to each such party, (vi) good faith estimates of the prices of all materials, labor and services not yet subcontracted for, and (vii) a statement that there are no other contracts outstanding except as previously stated, and that there is nothing due or to become due to any party for materials, labor or services.

3.3 Reimbursement for Enbridge Work . Payment for Enbridge Work as defined herein shall be paid on a time and material basis and set forth on monthly invoices submitted to the Road Authority as provided herein. Each invoice shall set forth in detail the materials procured by Enbridge, the nature of the work performed by Enbridge, the number of hours spent on each category of such work, the hourly rates for each individual performing work that is invoiced, and setting forth any applicable "Other Costs" as denoted on **Exhibit D** –Schedule of Costs.

3.4 Contingency Funding. Only in extremely unusual and unforeseeable circumstances shall contingency funding be approved by the Road Authority for the Contractor's Work and/or for the Enbridge Work. Such circumstances shall not include labor shortages, increased costs of materials or other components of the Project Work, conditions in the work area (other than, for example, serious environmental contamination). If the Road authority determines that circumstances exist which warrant an increase over the Lump Sum Amount, an amount of up to three percent (3%) of the total amount for the Project Work set forth on **Exhibit D** - Schedule of Costs may be approved in writing by the Road Authority (herein "Contingency Funding"). Contingency Funding may not be used without prior written approval of the Road Authority.

3.5 Federal Income Tax Delineation. Invoices for either Contractor's Work and/or Enbridge Work which contain costs for federal income tax ("FIT") shall set forth the basis for the amount calculated therefor.

3.6 Amendment. If unforeseen circumstances arise which the Road Authority and Enbridge agree results in a revised scope of the Project Work such that the amounts in the Project Work-Schedule of Costs attached as **Exhibit D** will be insufficient to complete the Project Work, Enbridge shall give the City notice thereof as set forth in Section 13 hereof and Enbridge and the City and/or City representatives shall collaborate on options to avoid or minimize an increase in said costs. As part of that collaboration, Enbridge shall provide the City with documentation and estimated costs for the revised scope of work. Any funding sought in excess of the Contingency Funding described in Section 3.4 above due to an event of Force Majeure, as defined herein, or for any other reason, shall require an amendment of this Agreement.

3.7 Time is of the Essence. Time is of the essence in the performance of the Project Work under this Agreement. Failure to meet the timeframes for completion of the Contractor's Work and the Enbridge Work as set forth in the Project Schedule attached as Exhibit C, unless extended by written agreement of the Parties which may be due to an event of Force Majeure as set forth in Section 9 or a delay caused by third party utilities to the extent that the Project Work is impacted, shall constitute a material default under this Agreement for which the Road Authority shall have the right to seek such remedies at law or in equity as it deems appropriate, including but not limited to damages caused thereby. If a delay is caused by a third party utility, Enbridge shall give the City written notice which shall include in reasonable detail the circumstances of the delay, its expected duration, and the steps that Enbridge and/or the Contractor are taking to mitigate the effects of the delay on its performance. If the delay will cause an increase in costs or a substantial change in the Project Schedule, an amendment of this Agreement may be required.

3.8 Invoices for Project Work performed shall be sent by email to:

Matthew Calpin,
Project Engineer/ City of Naperville
calpinm@naperville.il.us

With a copy to:
Andy Hynes
Engineer Manager/ City of Naperville
hynesa@naperville.il.us

If an invoice is for both Contractor's Work and Enbridge Work, the invoice shall delineate between the two and provide the Documentation specified in Sections 3.2.4 and 3.3 above.

3.9 The City shall, on behalf of the Road Authority, pay the invoice amount to Enbridge within thirty (30) days after the City receives Enbridge's invoice.

Payment shall be made as per invoice instructions. Notwithstanding the foregoing if the City disputes or seeks clarification of any aspect of an invoice, the Parties shall confer to come to an understanding and agreement as to the correct amount to be paid, and payment by the City shall be made within thirty (30) days thereafter.

4. Termination.

4.1 The Road Authority may terminate this Agreement by written notification to Enbridge no later than the date set forth in the Project Schedule-Exhibit C for the “Hot taps for stopple isolation” which date is subject to change upon written agreement of Enbridge and the Road Authority.

Upon termination by the Road Authority, the Road Authority shall be responsible for paying Enbridge (i) costs for Enbridge Work expended to the date of termination; and (ii) for the percentage of Contractor’s work performed by the Contractor to the date of termination (on a pro rata basis in the context of the Lump Sum Amount) and for any Contractor costs that cannot be terminated, modified, or otherwise mitigated.

4.2 Materials purchased by Enbridge to perform Contractor’s Work specified on Exhibit B with costs therefor set forth on **Exhibit C** for which Enbridge seeks reimbursement from the Road Authority shall be transferred to the Road Authority upon written request therefor and to the member of the Road Authority designated in said request. Such transfer shall be effected only after Road Authority has reimbursed Enbridge as provided herein. Notwithstanding the foregoing, Enbridge, at its sole discretion, may retain said materials and reduce the amount owed by the Road Authority by the value as reasonably negotiated and agreed upon by both Parties for said materials.

5. Confidentiality. This Agreement, the matters discussed herein, information provided by one Party to the other in connection herewith, information gathered from the Project Work and information derived from any of the foregoing, shall be confidential and shall not be disclosed by the receiving Party without the written consent of the other, except to the extent that disclosure is required by law. When disclosure is required, the Party making the disclosure shall provide notice of the intended disclosure to the other Party and shall take all reasonable steps to limit the extent of the disclosure to the minimum required to comply with its legal obligations. Notwithstanding the foregoing, the entities which comprise the Road Authority will be provided with this Agreement and information relative thereto and this Agreement will be included on a public agenda for approval pursuant to the Illinois Open Meetings Act.

6. Indemnification.

Enbridge shall indemnify, hold harmless and defend the City of Naperville, the City of Aurora, and Naperville Township, and their respective officials, officers, employees, and agents from and against all liabilities, claims, suits, demands, proceedings, and actions, including costs and expenses of defense, arising from or related to, any loss, damage, injury, death, or damage to property resulting from, or connected to the performance of the

Project Work to the extent caused by the negligent or willful misconduct of employees, agents, or contractors of Enbridge or Enbridge's Contractor. However, this indemnity shall not apply to the extent of the negligent or willful misconduct of the City of Naperville, the City of Aurora, or Naperville Township, its officials, officers, employees, agents or contractors. The provisions of this Section 6 of this Agreement shall survive completion of the Project Work and shall remain in full force and effect upon the expiration or termination of this Agreement. Neither by insurance or by indemnification, or by the provisions herein, do the City of Naperville, the City of Aurora, or Naperville Township, or their officers, employees, agents, or representatives waive any defense or immunity which may be available to them at law including but not limited to those provided by the Local Governmental and Governmental Employees Tort Immunity Act.

7. Insurance. Insurance for Project Work shall be provided and maintained in amounts and subject to the provisions set forth on Exhibit E attached hereto and made part hereof.

8. Assignment.

This Agreement may not be assigned by either Party without the written consent of the other Party.

9. Force Majeure.

Whenever a period of time is provided for or referenced in this Agreement for either Party to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against either Party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado, pandemic, or any act of God. Provided, however, that said Party shall be required to give notice of and specify the nature of the event of Force Majeure within no more than three (3) business days of its occurrence and the time period shall be extended for only the actual amount of time said Party is so delayed. Except as to a strike or lockout by or against either Party's own employees or suppliers, an act or omission shall not be deemed to be beyond that Party's control if committed, omitted or caused by that Party or that Party's employees, officers or agents or a subsidiary, affiliate or parent of said Party.

If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The non-Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement during the pendency of the Force Majeure Event. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

10. Entire Agreement.

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the Parties, with respect to the subject matter of this Agreement. This Agreement may not be amended except by an agreement in writing signed by authorized representatives of both Parties.

11. Severability.

If any term or provision of this Agreement shall be found to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement.

12. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to such state's conflicts of law rules. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

13. Notices.

Unless otherwise expressly specified or permitted by the terms hereof, every request, demand, notice or other communication provided for herein will be made in writing and any such request, demand, notice or other communication shall become effective: (a) upon personal delivery thereof, including by overnight mail or courier service; (b) in the case of notice by mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof; (c) in the case of notice by facsimile, upon receipt thereof; or (d) electronic mail (with written confirmation of receipt); provided that such transmission is promptly confirmed by either the methods set forth in clauses (a) or (b) above, in each case addressed to each Party at its address set forth below or at such other address as such Party may from time to time designate by written notice.

The **Road Authority** [City of Aurora, City of Naperville, and Naperville Township (with City of Naperville as Lead Local Agency)]:

William Novack, City Engineer
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

With a copy to:

Mike DiSanto, City Attorney
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

With email copies to:

Andy Hynes
Engineer Manager/ City of Naperville
hynesa@naperville.il.us

and

Matthew Calpin
Project Engineer/ City of Naperville
calpinm@naperville.il.us

With a copy to:

City Engineer
City of Aurora
44 E. Downer Place
Aurora, IL 60507

With a copy to:

Corporation Counsel
City of Aurora
44 E. Downer Place
Aurora, IL 60507

Richard Veenstra, Esq. and Patrick Collins, Esq.
Schain, Banks, Kenny & Schwartz, Ltd.
70 W Madison St. Suite 5400
Chicago, Illinois 60602-4213

With a copy to:

Naperville Township Supervisor
Attention: Eddie Bedford
139 Water Street
Naperville, IL 60540

With a copy to:

Ross Secler, Esq. and Sean McGrath, Esq.
Odelson, Sterk, Murphey, Frazier & McGrath. Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805-2233

Enbridge Energy, Limited Partnership

1500 West Main Street
Griffith, IN 46319
Attention: David Bareham, Manager Griffith Area

With a copy to:

Enbridge Energy, Limited Partnership
119 N. 25th Street East
Superior, WI 54880
Attention: Lands & ROW
With email copies to:
kelly.khuu@enbridge.com
and legalnotices@enbridge.com

14. Ambiguity.

If any term of this Agreement is ambiguous, it shall not be construed for or against either Party on the basis that the Party did or did not write it.

15. Binding Effect.

This Agreement shall be binding upon the Parties and their successors and assigns.

16. Revision of Timeframes. Any timeframe provided for herein may be modified by mutual agreement of the Parties which agreement may be evidenced by letter or email.

17. Exhibits. Each exhibit referenced herein is attached to this Agreement and deemed incorporated herein in its entirety.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall, together, constitute one and the same instrument.

19. Captions. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

20. Breach. If a Party breaches or otherwise violates the terms and conditions of this Agreement, then the other Party shall have the right to pursue all remedies available at law or in equity, including without limitation, specific performance of this Agreement.

21. Waiver. No waiver of any obligation or default of a Party shall be implied from the omission by a Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in any express waiver and then only for the time and to the extent therein stated.

22. Audit. This Agreement is subject to audit. In the event of an audit, the final costs between Enbridge and the Road Authority shall be based upon the audit findings.

EXHIBITS:

Exhibit A – Location Map

Exhibit B – Sleeve Option Plans

Exhibit C – Project Schedule

Exhibit D – Project Work– Schedule of Costs

Exhibit E – Insurance

Exhibit F - General Provisions for Utility Adjustment Agreements

Exhibit G – Buy America Certificate

IN WITNESS WHEREOF, Enbridge and the entities which comprise the Road Authority hereto separately and severally have caused this Agreement to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

Enbridge Energy, Limited Partnership

**By: Enbridge Pipelines (Lakehead) L.L.C.,
Its Managing General Partner**

Typed: _____

Title: _____

Date: _____

ROAD AUTHORITY: CITY OF
NAPERVILLE, CITY OF AURORA,
NAPERVILLE TOWNSHIP
CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager of the City of Naperville

Attest
By: _____
Dawn C. Portner
City Clerk

Date: _____

CITY OF AURORA

By: _____
Richard Irvin
Mayor of the City of Aurora

Attest
By: _____
Jennifer Stallings
City Clerk

Date: _____

NAPERVILLE TOWNSHIP

By: _____
Eddie Bedford
Naperville Township Supervisor

Attest
By: _____
Nathanael Sippel
Town Clerk

Date: _____

EXHIBIT A
LOCATION MAP

EXHIBIT B

SLEEVE OPTION PLANS



Line 6 Removal and Replacement

Project Number 2000014

Line 6 MP 406.8370

Design Basis Memorandum Final

Document ID:	Line 6 Replacement
Version No.:	0.0
Version Date:	2024-08-09
Effective Date:	2024-08-09

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LINE 6 REMOVAL AND REPLACEMENT DESIGN BASIS MEMORANDUM

Version Date: 2024-08-09

DOCUMENT VERSION REGISTER

Version #	Version Date [yyyy-mm-dd]	Author / Department	Reviewer / Department	Approved By / Department	<ul style="list-style-type: none">• Change Area [Section and Title]○ Change Description
0.0	2024-01-23	Barr Engineering	Enbridge	Enbridge	<ul style="list-style-type: none">• IFC Final

APPROVALS

Position	Name / Department	Signature	Author / Department	Approval Date [yyyy-mm-dd]
Engineering Contractor	Heather M. Lewis/Barr		Barr Engineering	2024-08-09

ACKNOWLEDGEMENT

Position	Name / Department	Signature	Author / Department	Acknowledgement Date [yyyy-mm-dd]
Engineering Lead	Jomir Soroardy/Enbridge			<yyyy-mm-dd>
Project Development Lead	Eli Castaneda/Enbridge			<yyyy-mm-dd>
Project Manager	Derrick Chan/Enbridge			<yyyy-mm-dd>

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CERTIFICATIONS

I hereby certify that Section 6 of this Design Basis Memorandum was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Illinois.



Erik J. Elmstrand

Date: 2024/08/09
Exp. 11/30/2025
Firm no. 184.003666

August 9, 2024

Erik Elmstrand
PE #: 062.072354
Responsible for mechanical sections of the DBM

Date



Craig Bunger
8/09/24
exp. 11/30/25

August 9, 2024

Craig Bunger
PE #: 062.067410
Responsible for civil sections of the DBM

Date

DEFINITIONS/GLOSSARY OF TERMS

TERM	DEFINITION
Design Pressure (DP)	The pressure which meets or exceeds MAOP or the anticipated Maximum Operating Pressure, used as a basis for designing pipelines and associated facilities.
Maximum Operating Pressure (MOP)	For LP, in Canada, the maximum operating pressure is defined by CSA Z662 as the maximum pressure at which piping is qualified to be operated. In the US, the maximum operating pressure is defined by 49 CFR Part 195 as the maximum pressure at which a pipeline or segment of a pipeline may be normally operated.

1 EXECUTIVE SUMMARY

In 2021 Enbridge was contacted by the City of Naperville, IL (City) to review plans for a road widening project for North Aurora Road (see **Appendix A**). North Aurora Road crosses Line 6 within the Com-Ed utility easement. The initial plan proposed by the City was rejected by Enbridge since it did not provide adequate protection for the pipe.

The options considered were short bore replacement and in-place cut-out replacement, both at a lower elevation than the current pipe elevation. This decision was made proceed with the Short Bore option with support from the Enbridge risk team in 2021 and carried forward through IFB Design. Based on discussions with the City, an alternative design, using a sleeve and section of pipe replacement, was desired and carried through to IFC in 2024.

2 PROJECT DESCRIPTION

Line 6 crosses North Aurora Road with several other underground utilities as well as overhead utilities within the Com-ed right of way. The modifications proposed by the City for the road widening will decrease the depth of cover over the top of the pipe since the elevation of the road is being lowered as well as widened towards the existing valve site. Based on the proposed road changes Pipeline Integrity has proposed to increase the depth of cover of the existing Line 6, move the location of the existing cathodic protection anode and remove the manual valve MLV-406.83-6-V and station from this area.

Line 6 is a 34-inch diameter pipe that runs between Superior, WI and Griffith, IN. The pipe is API-5L X52 material with a wall thickness of 0.281 and 0.500 inch in the project vicinity. The project location is in Dupage County, Illinois near MP 406.90, GPS Coordinates (Lat. 41.781459°, Long. -88.232443°). The existing Line 6 pipe crossing North Aurora Road is in a 40-inch diameter casing that is approximately 47 feet long. The current pipe depth under the road is approximately 5 feet to 6 feet deep. The work proposed by the City will decrease the depth of cover based on the existing pipe elevation.



3 PROJECT SCOPE

3.1 PROJECT SCOPE OF WORK

The project scope is to mitigate the low depth of cover of Line 6 and remove MLV 406.83-6-V due to the road modifications planned by the City. Line 6 is a 34-inch diameter pipe (wall thickness is 0.281-inch and 0.500-inch in the project vicinity) API 5L-X-52 steel pipe and is Polyken tape coated per the alignment sheets. The site is located near two valve stations MLV 406.83-6-V (approximately 53-feet from the edge of the road) and MLV 406.79-6-V (approximately 250 feet from the edge of road). For more details see the alignment sheet included in **Appendix B**.

It is expected for the pipe modifications to occur in one mobilization and includes the below activities:

1. Set up Temporary Workspaces (TWS's) and signage for traffic control.
2. Approximately 108 LF of proposed Line 6 replacement pipe will be welded, inspected and hydrotested on site and approximately 55 LF will be sleeved (following the installation of replacement pipe section). Once hydrotesting is completed coating will be completed at the weld locations.
3. Stopples, valves and TOR's to be installed to obtain isolation of the existing Line 6.
4. An excavation pit will be installed through N. Aurora Rd.
5. Remove approximately 47 LF of existing casing installed over pipeline under N. Aurora Rd.
6. The existing Line 6 will be drained, cut, cleaned and removed.
7. The approximately 108 LF of proposed Line 6 replacement pipe will be installed in the same alignment.
8. Installation of a approximately 55 LF section of Type B containment sleeve from the pipe replacement to the south road ROW line as shown in the plans.
9. Tie-in bends to be installed to the north of the replacement pipe section to align elevation to the existing Line 6 and welded.
10. Line 6 filled.
11. Excavations to be filled in and site restoration to be completed

Scope Boundaries and Clarifications

1. A pipeline outage is required for the pipe replacement activities. The outage will last for approximately 24 - 36 hours.
2. Repair of integrity anomalies are not included in this scope.
3. Other utility pipelines will be moved by others following the Line 6 relocation.
4. Stopples will be needed to isolate the north and south side of the Line 6 crossing.
5. Tie-in weld and stopple Tee will be installed as per O&M procedure.

3.2 SCOPE PERFORMED BY OTHERS

 N/A

It is the intent of this project to replace the pipe via open cut methods. Other methods of replacement are excluded from this scope.

- Design of temporary supports – the general contractor will be responsible for providing shop drawings to Enbridge for the temporary supports for the existing and new pipeline. Enbridge may request to have the engineer review and/or evaluate the support design.
- Cover remediation of the existing line not being excavated in the scoped construction area. All sections being excavated will be returned to existing DOC or better.
- No integrity digs, other than those listed in project definition, are included in this work.
- NDE testing will not be conducted on the portions of the existing Line 6 that are not being excavated per the scope of work. NDE testing will be completed on excavated sections of Line 6 and the new welds per PCS-003.
- Lifting and lowering pipe stress calculation will be directed upon based on construction mythology and equipment selection.
- The removal of other utilities and road modifications will be completed by others.

4 GOVERNANCE

4.1 DESIGN CODES AND REGULATIONS

The design standards that will be followed for the project will include existing established standards and codes. A listing of the major design codes and regulations for this project follows:

- US Code of Federal Regulations: 49 CFR Part 195
- ASME B31.4-2006: Pipeline Transportation Systems for Liquid Hydrocarbons and other Liquids
- ASME B31.4-2022: Pipeline Transportation Systems for Liquids and Slurries

4.2 STANDARDS

The Enbridge design standards that will be followed for the project will include existing established standards and codes. A listing of the major standards for this project follows:

- Enbridge Standard Specifications (frozen standards, June 11, 2021) (**Appendix C**)
- Enbridge's Environmental Protection Program

5 PROJECT DESIGN BASIS

5.1 GENERAL ASSUMPTIONS

The following table outlines the main assumptions considered for this Project and identified during the design phase.

- The top of the 12 inches storm sewer will be located at approximately EL.705.
- All other utilities will be located with a minimum separation of 40 inches from the new pipe depth.
- Retaining walls will not be required. All excavation can be managed via trench box or benching.
- Department of Transportation will approve the design once they are able to review the plan set.
- Road construction debris or large rocks/boulders buried will not interfere with the open cut excavation.

5.2 FLUID PROPERTIES

5.2.1 Liquid Properties

N/A

Line 6 transports hydrocarbons with a maximum specific gravity of 0.94. Fluid properties are tabulated in Table 1.

Table 1. Liquid Properties

Property	Units	Min	Max
Design Capacity	m ³ /hr	3000	4780
Density (Range)	kg/m ³ @15°C	800	940
Viscosity	cSt	10	450
Reid Vapor Pressure	kPaa@30°C	15	78
Receipt Temp	°F	50	90
Receipt Pressure	psig	0	618

6 DETAILED SCOPE OF WORK

The details of Scope or Work to be completed by Barr in executing this project are described below.

6.1 PIPELINE

 N/A

6.1.1 General

The project scope is to mitigate the low depth of cover of Line 6 and remove MLV 406.83-6-V due to the road modifications planned by the City.

6.1.1.1 Site-Specific Information

Line 6 is a 34-inch diameter pipe (wall thickness is mainly 0.281 inch) transporting crude oil between Superior and Griffith Terminals. The project location is between Superior and Griffith Terminals near MP 406.90, located in Dupage County, Illinois, GPS Coordinates (Lat. 41.781459°, Long. -88.232443°). The pipe currently is in a 40-inch diameter casing underneath the road that is approximately 47 feet long. The current pipe depth under the road is approximately 5 feet to 6 feet deep. The pipe runs north to south and crosses North Aurora Road with several other underground utilities as well as overhead utilities within the Com-ed right of way.

6.1.1.2 Routing

The project is located in the north half of Section seventeen (17), Township thirty-eight (38) North, Range nine (9) East, Dupage County, Illinois. The coordinate system corresponds to NAD83 Illinois State Plane, East Zone, US survey feet. vertical datum and corresponds to North American vertical datum of 1988 (NAVD 88). The surface pipe locations and depths shown in the plans are based on site survey completed by Northwestern Survey on June 22, 2021 and are approximate.

The new pipe, approximately 108 foot section, will be located in the same trench as the existing Line 6 route and 55 foot section of existing pipe will be sleeved. A minimum of 18 inches of the new pipe to be included in the sleeved section of pipe. Both the existing and proposed pipe locations are located within a 50 foot buffer of a wetland area. Approximately 108 LF of pipe and approx. 47 LF of existing casing will be removed.

6.1.2 Design Life

The design life for the section on new pipe will be based on Enbridge's maintenance and cathodic protection program.

6.1.3 Safety and Environmental

Environmental requirements apply to the construction of the pipe and these will be given with the environmental and city permits acquired by Enbridge.

6.1.4 Constructability

The plan set will go through a constructability review with the Enbridge construction group and Enbridge's construction contractor. The Enbridge construction group has been participating in all design reviews and comments have been incorporated into the plans.

6.1.5 Geotechnical

6.1.5.1 Geotechnical

A geotechnical engineering investigation was performed at this site to evaluate subsurface soil and groundwater conditions as they relate to the planned installation of a new section of the Line 6 pipeline below North Aurora Road via trenchless methods. The geotechnical engineering report dated February 4, 2022 outlines the findings of this investigation and provides recommendations for the pipeline crossing and construction considerations.

Two geotechnical soil borings were performed at this site. One on either side of the proposed crossing location. The geotechnical soil borings encountered topsoil over glacial till soils to the termination depth of the borings at 30 and 41.5 feet below existing grade. Fill soil was encountered in one boring (SB-2) to a depth of 0.3 to 1.5 feet, just above the glacial till. The till consists primarily of silty lean clay, with various amounts of gravel. Standard Penetration Test (SPT) N-values in the glacial till ranged from 6 to 23 blows per foot (bpf) with an occasional 50+ bpf. N-values generally were between 10 to 20 bpf, correlating to a consistency of medium stiff to stiff for cohesive samples, and a relative density from loose to medium dense. Some of the high N-values may have been influenced by the presence of gravel, cobbles, or boulders, which are typical for glacial till soils.

The August 31, 2022 Geotechnical Evaluation Report is included as **Appendix D**.

6.1.5.2 Buoyancy Control

The proposed Line 6 pipe replacement and transition bends may theoretically be subject to a net upward buoyant force if the pipeline were to be submerged fully in water when the pipe is drained and empty, however the weight of the soil above the pipeline (following backfill) would easily counteract the net upward buoyant forces. In addition, the excavations are expected to be de-watered during the duration of construction activities. Therefore, no buoyancy control (i.e., pipe weights) are anticipated to be required.

6.1.5.3 Special Backfill

Designated fill should be placed in maximum 8-inch compacted lifts, provided standard compaction equipment is used (note that small units such as "jumping jacks" are not recommended for compaction unless used in very localized areas). If rain occurs during construction, the subgrade should be allowed to dry prior to continuing work. For compaction below roadways, parking areas, and as foundation backfill, we recommend that backfill be compacted to 98% (within the proposed road ROW) and 95% (outside the

proposed road ROW) of the standard Proctor maximum dry density (ASTM D698). Fill should be free of organic matter or debris, and rocks greater than 1.5 inches in diameter.

6.1.6 Civil

The civil portion of this work encompasses the site layout of the work and extents of the temporary workspace. These are shown in the plan set.

6.1.7 Mechanical

The mechanical scope includes installation of the following:

6.1.7.1 Maximum Operating Pressure

The existing mainline MOP was determined to be 619 psig based off the existing mainline material and wall thickness. This is based on information listed on alignment sheets and confirmed with ILI spreadsheets.

6.1.7.2 Line Pipe Specification

Piping utilized for this project is surplus piping in storage at an Enbridge facility. Pipe and sleeve materials will be evaluated and specified during detailed design.

Table 2. Line Pipe Design Parameters

Property	Details
Pipe Size	NPS 34
Existing Pipe Wall Thickness	0.281" south side, 0.500" near North Side tie-in
Replacmenet pipe wall thickness	0.500" minimum
Design Pressure	619psig
Maximum Operating Pressure	619psig
Design Temperature	100°F
Installation Temperature	~50°F
Minimum Design Temperature	23°F
Service	Crude
Material Standard	API 5L PSL-2
Existing L6 Material Grade	X52
Replacment Pipe Material Grade	X52 min.
Joint Factor	1.0
Hoop Stress Design Factor	0.72
Temperature Derating Factor	N/A
Manufacturing Method	SAW
Pipe Wall Transition	Transitions will be created from new piping WT to existing piping WT of 0.281"/0.500" utilizing the standard bevel requirements of ASME B31.4 and Enbridge design standard
Pipeline Depth of Cover	Varies Up to 168", 48" min. at road or ditches.

Property	Details
Replacement Pipeline Length	~109 LF new pipe, ~56 LF new sleeve
Pipe Design Code	49 CFR Part 195 / ASME B31.4-2006 / ASME B31.4-2019
Corrosion Allowance	N/A

6.1.7.2.1 Fracture Control

Charpy V-notch impact testing shall be performed per the requirements of API 5L for piping, ASME B16.49 for bends, and ASME B31.4, whichever is more stringent, at the minimum design temperature of 23°F or lower if required by one of these codes.

6.1.7.3 Depth of Cover

Per Enbridge specification D06-103:

- Minimum clearance for the crossing of a utility shall be as follows:
 - 48” under the ditch and roadbed.
 - When crossing above the other structure using open-cut construction: 300 mm in Canada and 12 in. in the US.
 - When crossing below the other structure using open-cut construction: 600 mm in Canada and 24 in. in the US.

Per 49 CFR 195:

- requires 36” of cover at the ditch,

Per ASME B31.4:

- requiring 48” at the drainage ditch

Per IL DOT Title 92: Transportation Chapter I: Department of Transportation Subchapter F: Highways, Part 530 Accommodation of Utilities on Right-of-Way:

- Crossings without encasement are allowed if the following are followed (section 530.420):
 - a) Extra heavy pipe is used (def: extra heavy pipe is defined as “Pipe meeting ASTM standards for this pipe designation” (section 530.30))
 - b) Cathodic protection is provided

6.1.7.4 Pipe Stress Analysis and Fatigue Analysis

The replacement pipe section is in like-kind with existing geometry. The replacement pipe material is a higher grade (X70) than the existing pipe (X52) and therefore has an increased allowable stress capacity. Therefore, detailed stress analysis modeling is not required for thermal and flexibility. Circumferential (hoop stress checks due solely to pressure will be performed on all in scope mainline piping to verify it is in accordance with the requirements of US Code of Federal Regulations (CFR) 49 Part 195 and ASME B31.4. No vibration analysis or related fatigue analysis will be performed as this piping is buried.

Pipeline stresses due to Surface loads will be evaluated using the CEPA (Canadian Energy Pipeline Association) Pipeline Surface Loading Screen and Assessment calculator. This methodology utilizes a comprehensive approach to evaluate surface load on an operating pipeline. The vehicle loading is based on an AASHTO HS-20 surface load input. The

surface loads are considered based on the minimum depth of cover under the Proposed N. Aurora Road for both the unsleeved and sleeved mainlines and in the parking/staging area south of the road in the utility ROW that crosses over the pipe. Stresses are acceptable for all three scenarios considered. See **Appendix E** for the calculations.

6.1.7.5 Flanges, Fittings, and Appurtenances

Flanges (as required) shall meet ASME B16.5/16.47A requirements. All fittings shall meet ASME B16.9 (as required) requirements and be joined by butt weld. Wall thicknesses shall be suitable for the mating pipe.

6.1.7.6 Bends

Two induction bends, 10D radius (340in.) and bend angle approximately 10 degrees, will be utilized to accommodate the proposed elevation offset to accommodate matching existing pipe elevation on North side tie-in. Design and testing of the induction bends will be per Enbridge EES071 and ASME B16.49

6.1.7.7 Road and Railroad Crossings

The only road crossing is at North Aurora Rd. The pipeline is parallel to the railroad but is not located in the ROW.

Per Enbridge specification D06-103:

- Crossings of roads and highways should be level and should maintain a consistent depth of cover. The crossing angle should be as close to perpendicular as possible and should not be less than 45° unless otherwise required (e.g., where there is an engineering risk or when paralleling an existing utility). Bends shall not be made within the highway or road ROW. Additional setback requirements from the ROW boundary may be required by the applicable regulations or governing jurisdictions.

6.1.7.8 Warning Signs and Markers

All markers shall be removed and replaced by the construction contractor once the work is complete.

6.1.8 Painting and Coatings

The construction contractor shall evaluate the coating for signs of damage or deterioration and notify Enbridge if any defects are observed. If coating requires repair or replacement, refer to or use other method pre-approved by Enbridge.

6.1.9 Cathodic Protection and AC Mitigation

There is an existing linear anode in the area being fed by rectifier C0406.80-700-CR-301ML that was installed within the last five years due to CP potentials that did not achieve compliance with criteria at that time. The linear anode has had success so far in the discrete area to bring the pipe potentials back into compliance. The linear anode section is approximately 225 feet long, and a section of that will potentially be affected by the pipe replacement. An existing above grade test station exists in the area that likely serves to

support the casing measurements at North Aurora Rd. The test station will be removed as part of the project as the measurements will no longer be needed.

The entirety of the existing casing will be removed as part of the project and will be replaced by new pipe as well as some sleeving over the existing pipe on each side of the replacement section. The ~225 foot section of anode is needed in the area of the new pipe. In the scenario that the excavation extends into the area of the linear anode, the project team should attempt to cleanly expose the anode and roll it back as needed without damaging the exterior fabric. If the exterior fabric is damaged and the coke breeze is disturbed, the project team should be prepared to make the repair at the time of construction to avoid delays. The linear anode will need to be cleanly cut (if the damaged length is not needed) or spliced to another section of Matcor SPL-FBR MMO linear anode. Any cutting or splicing of the anode must be completed following the manufacturer's instructions to ensure the anode is restored and continues functioning to protect the existing mainline. Following backfill operations, a cathodic protection technician will need to be sent into the field to adjust CP levels. Per conversations with the Enbridge SME discussing the potential lengths being removed, it is anticipated that minimal additional protection will be required from linear anodes for the new road crossing pipe.

During construction when the pipe is cut and the continuity of the mainline is lost, there is probability of AC voltage to be present on the pipeline due to the nearby electrical transmission power lines. A device such as the Tinker & Rasor AC-15 AC Warning System is recommended to monitor personnel safety during pipeline removal and installation activities.

6.1.10 Temporary Structures and Facilities

The contractor shall employ temporary support structures per Enbridge specifications for supporting the Enbridge pipeline and other utilities as required throughout construction.

6.1.11 Retirement

There will be approximately 108 LF of Line 6 pipe and approximately 47 LF of casing as well as a valve station that will be removed as a result of this project.

7 DESIGN DELIVERABLES

Deliverable reviews will include a 60% Issued for Review (IFR), Issued for Bid (IFB) and Issued for Construction (IFC) packages. A 60% design will be developed showing the workspace layout and include existing and proposed plans, cross sections, and engineering/restoration details. The Issued for Bid (IFB) and Issued for Construction (IFC) drawings will incorporate client comments and appropriate details and notes/specifications.

The design will be developed to a IFC completion level. The IFC drawing package is anticipated to include the following:

- General sheets
- Scope of work and temporary workspace layout
- Proposed plan with proposed layout (civil, mechanical, and electrical)
- Technical specifications (civil, mechanical, and electrical)
- Approximate material quantities.

8 APPENDICES

Appendix	Description
A	Plans for a road widening project for North Aurora Road
B	Alignment sheet
C	Enbridge Specifications
D	Geotechnical report
E	Surface Loading Stress Calculations

ENBRIDGE PIPELINES, INC.
1409 HAMMOND AVENUE
SUPERIOR, WI 54880 USA



MP 406.84
LINE 6 REPLACEMENT
AFE 40000035-2200090
CIVIL AND MECHANICAL
CWP NUMBER PUR-1844-2000014



ISSUED FOR CONSTRUCTION - AUGUST 9, 2024



MP 406.84
DRAWING INDEX

INCL THIS ISSUE	REV. NO.	DRAWING NUMBER	DESCRIPTION
			GENERAL
X	0.D	D-6-0.0-SKG001-538	COVER SHEET
X	0.D	D-6-0.0-SKG002-538	INDEX SHEET
X	0.D	D-6-0.0-SCG003-538R	SCOPE OF WORK - REMOVALS
X	0.D	D-6-0.0-SCG003-538	SCOPE OF WORK
X	0.D	D-6-0.0-SKG004-538	DRAWING SET ISSUE RECORD
			CIVIL
X	0.D	D-6-5.8-102013-538	PLAN AND PROFILE
X	0.C	D-6-1.7-1048988-538	PIPE RELOCATION PLAN
X	0.C	D-6-1.7-1048989-538	PIPELINE PROFILE AND DETAILS
X	0.C	D-6-1.7-104890-538	SITE RESTORATION DETAILS
			MECHANICAL
X	0.D	D-6-3.72-111615-538R	MECHANICAL REMOVALS
X	0.D	D-6-3.72-111615-538	PLOT PLAN
X	0.D	D-6-3.72-111616-538	PIPING SECTIONS AND DETAILS
X	0.D	D-6-3.72-111617-538	PIPING ISOMETRIC

ISSUED FOR CONSTRUCTION

REV: 0.D	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-2000014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13 KKB	HMB R. OLAH
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23 KKB	HMB C.BUNGER
0.C	ISSUED FOR PERMIT	2024-02-27 KKB	HMB C.BUNGER
0.D	ISSUED FOR CONSTRUCTION	2024-08-09 KKB	HMB C.BUNGER

REFERENCE DRAWINGS

REV NO.	REVISION DESCRIPTION	DATE	CHK	APPR

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MP 406.84
LINE 6 - ROAD
LINE 6 REPLACEMENT
INDEX SHEET

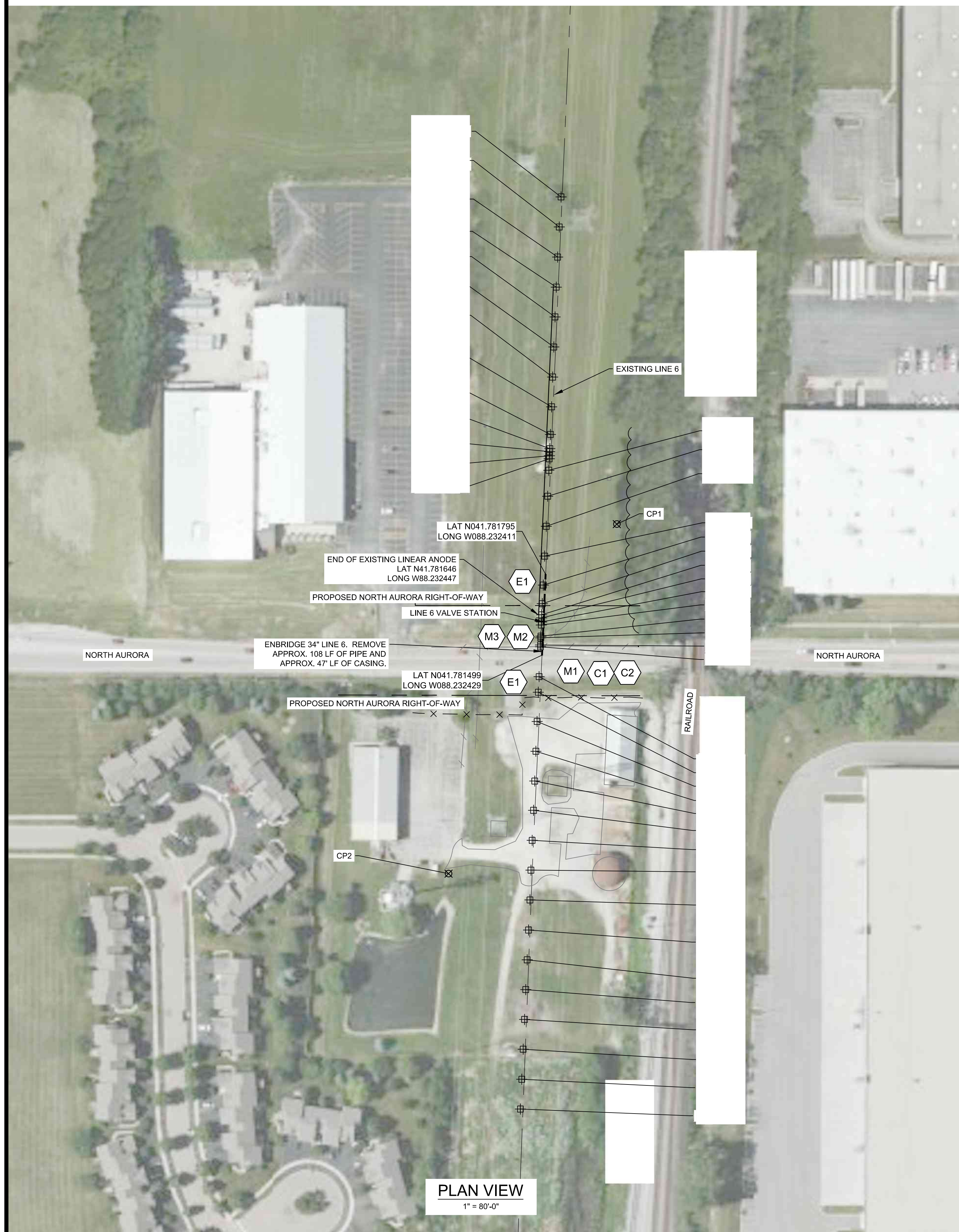
BY: KKB CHK: HMB ENG.: C. BUNGER ENB APPR: J. SOROARDY

DATE: 2022-05-18 SCALE: NTS STATUS: DESIGN

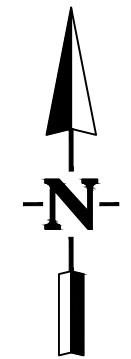
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D-6-0.0-SKG002-538

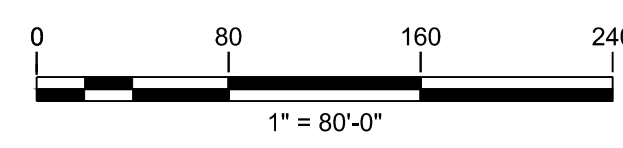




PLAN VIEW
1" = 80'-0"



CONTROL POINTS					
POINT ID	NORTHING	EASTING	LATITUDE	LONGITUDE	ELEVATION
CP1	1863159.62	1011870.60	N41.781978	W88.23262	719.49
CP2	1862693.62	1011646.14	N41.780700	W88.232887	717.76



REMOVALS SCOPE OF WORK

MECHANICAL

- M1 REMOVAL OF CASING.
- M2 REMOVE LINE 6.
- M3 REMOVE LINE 6 VALVE STATION.

ELECTRICAL

- E1 REMOVE TEST STATION.

CIVIL

- C1 ROAD REMOVAL AND REPLACEMENT IN KIND (PER ENBRIDGE AGREEMENT WITH CITY OF NAPERVILLE).
- C2 SITE EXCAVATION.

LEGEND:

- — — — — EXISTING PIPE CENTERLINE
- — — — — PIPE TO BE REMOVED
- x — x — — EXISTING FENCE
- — — — — EXISTING TREELINE
- ⊕ GIRTH WELD
- ⊗ CONTROL POINT
- — — — — EXISTING LINEAR ANODE

NOTE:

1. COORDINATE SYSTEM CORRESPONDS TO NAD83 ILLINOIS STATE PLANE, EAST ZONE, US SURVEY FEET. VERTICAL DATUM, CORRESPONDS TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. CONTRACTOR TO COORDINATE WITH ENBRIDGE/ILDOT/CITY OF NAPERVILLE ON TRAFFIC CONTROL PLAN FOR ROAD CLOSURE.

ISSUED FOR CONSTRUCTION

REV: 0.D	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-200014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13 KKB	HMB R. CLAH
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23 KKB	HMB C.BUNGER
0.C	ISSUED FOR PERMIT	2024-02-27 KKB	HMB C.BUNGER
0.D	ISSUED FOR CONSTRUCTION	2024-08-09 KKB	HMB C.BUNGER

REFERENCE DRAWINGS

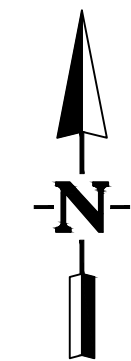
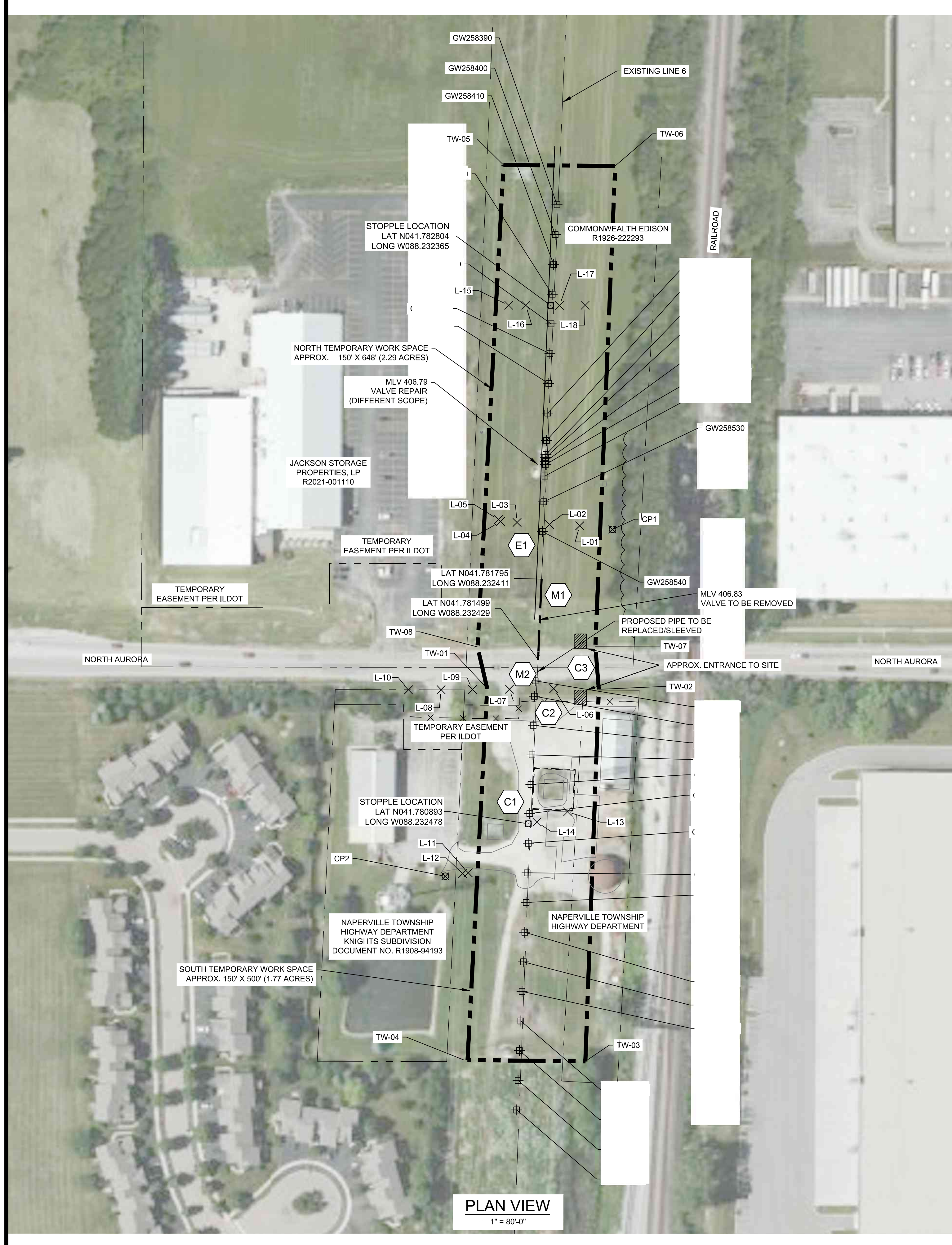
REV NO	REVISION DESCRIPTION	DATE	CHK	APPR

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MP 406.84
LINE 6 - ROAD
LINE 6 REPLACEMENT
SCOPE OF WORK - REMOVALS

BY: KKB	CHK: HMB	ENG.: C. BUNGER	ENB APPR: J. SOROARDY
DATE: 2021-11-10	SCALE: AS SHOWN	STATUS: DESIGN	
DWG NO: D-6-0.0-SCG003-538R	REV NO: 0.D		



CABLE WIRE HEIGHT			
POINT ID	NORTHING	EASTING	WIRE HEIGHT (FT)*
L-01	1863164.56	1011826.74	51.2
L-02	1863166.38	1011786.21	51.3
L-03	1863168.97	1011742.52	35.8
L-04	1863170.28	1011720.45	37.3
L-05	1863172.70	1011717.54	50.8
L-06	1862945.74	1011791.80	16.8
L-07	1862945.03	1011732.29	14.3
L-08	1862944.36	1011640.42	14.5
L-09	1862944.58	1011682.50	18.2
L-10	1862944.12	1011596.65	16.1
L-11	1862698.48	1011676.73	39.3
L-12	1862697.17	1011669.24	38.3
L-13	1862780.24	1011810.27	67.8
L-14	1862766.39	1011769.09	66.0
L-15	1863460.62	1011731.47	49.5
L-16	1863460.62	1011754.29	49.3
L-17	1863460.62	1011799.53	64.8
L-18	1863460.62	1011833.93	64.4

*ALL WIRE HEIGHTS ARE APPROXIMATE.

CONSTRUCTION SCOPE OF WORK

CIVIL

- C1** INSTALL TEMPORARY JERSEY BARRIERS APPROXIMATELY 15 FEET FROM THE UTILITY TOWER FOUNDATION.
- C2** REMOVE AND REPLACE FENCE.
- C3** INSTALL SITE ACCESS ENTRANCE.

MECHANICAL

- M1** INSTALL PROPOSED LINE 6 PIPE.
- M2** INSTALL SLEEVE ON EXISTING LINE 6.

ELECTRICAL

- E1** REPLACE EXISTING ANODE IF DAMAGED DURING CONSTRUCTION.

LEGEND:

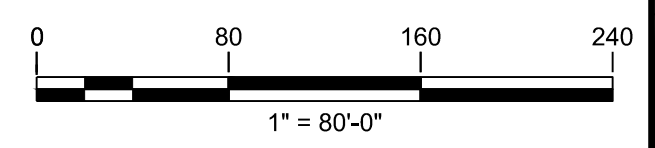
- EXISTING PIPE CENTERLINE
- PROPOSED PIPE CENTERLINE
- PROPOSED TEMPORARY WORKSPACE
- PROPERTY LINES
- EXISTING EASEMENTS
- EXISTING FENCE
- EXISTING TREELINE
- GIRTH WELD
- CONTROL POINT
- EXISTING LINEAR ANODE
- STOPPLE LOCATION

TEMPORARY WORKSPACE				
POINT ID	NORTHING	EASTING	LATITUDE	LONGITUDE
TW-01	1862946.08	1011702.37	N41.781392	W88.232680
TW-02	1862944.84	1011852.37	N41.781388	W88.232130
TW-03	1862445.09	1011834.27	N41.780017	W88.232198
TW-04	1862446.78	1011676.00	N41.780022	W88.232779
TW-05	1863649.16	1011724.38	N41.783322	W88.232596
TW-06	1863647.84	1011874.37	N41.783318	W88.232046
TW-07	1863000.10	1011847.64	N41.781540	W88.232147
TW-08	1863001.78	1011689.37	N41.781545	W88.232727

CONTROL POINTS					
POINT ID	NORTHING	EASTING	LATITUDE	LONGITUDE	ELEVATION
CP1	1863159.62	1011870.60	N41.781978	W88.23262	719.49
CP2	1862693.62	1011646.14	N41.780700	W88.232887	717.76

ISSUED FOR CONSTRUCTION

REV: 0.D	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-2000014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13 KKB	HMB R. OLAH
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23 KKB	HMB C. BUNGER
0.C	ISSUED FOR PERMIT	2024-02-27 KKB	HMB C. BUNGER
0.D	ISSUED FOR CONSTRUCTION	2024-08-09 KKB	HMB C. BUNGER



CONSTRUCTION NOTES:

1. THIS DRAWING REPRESENTS A GENERAL GRAPHIC SUMMARY OF THE WORK. WORK INCLUDES BUT IS NOT LIMITED TO WHAT IS DESCRIBED. FOR DETAILS REFER TO DRAWINGS AND PROJECT SPECIFICATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR ALL WORK UNLESS OTHERWISE NOTED.
3. ALL MEASUREMENTS ARE APPROXIMATE. VERIFY ALL DIMENSIONS IN FIELD PRIOR TO CONSTRUCTION.
4. POSITIVELY ID ALL UTILITY CROSSINGS PRIOR TO CONSTRUCTION TO VERIFY DEPTHS AND LOCATIONS.
5. COORDINATE WITH ENBRIDGE R.O.W. FOR ACCESS TO SITE.
6. DO NOT COMMENCE ANY WORK WITHOUT REQUIRED ENBRIDGE PERSONNEL ON SITE.
7. WORK SHALL BE IN ACCORDANCE WITH TO ENBRIDGE SITE PREPARATION AND EARTHWORK SPECIFICATIONS PCS-001.
8. PROTECT SURVEY CONTROL POINTS. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING ADDITIONAL CONTROL FOR CONSTRUCTION AND RECORD SURVEY ACTIVITIES.
9. THE LOCATION FOR STOCKPILING OF EXCESS SOIL SHALL BE COORDINATED WITH ENBRIDGE AND THE LANDOWNER. EROSION CONTROLS SHALL BE INSTALLED AT THE PERIMETER OF ALL TEMPORARY STOCKPILES. STOCKPILES SHALL NOT BE PLACED WITHIN WETLANDS OR WETLAND BUFFERS.
10. "DAYLIGHT" BURIED UTILITIES PER THE ENBRIDGE LP/MP SAFETY MANUAL.
11. EXCESS SOIL MAY BE REMOVED OFFSITE OR IN AREAS APPROVED BY ENBRIDGE AND THE LANDOWNER AND IN ACCORDANCE WITH THE ENVIRONMENTAL CLEARANCE. ENBRIDGE TO COORDINATE FINAL LOCATION OF EXCESS SOIL WITH LANDOWNER.
12. DISTURBED AREAS ON THE PROTECTED AREA SHALL BE RESTORED ACCORDING TO ENVIRONMENTAL PERMITS FOR THIS PROJECT AND THE ENBRIDGE ENVIRONMENTAL PROTECTION PLAN (EPP) UNLESS OTHERWISE SPECIFIED.
13. DE-WATER AND PUMP AROUND AS NEEDED. PERFORM CONSTRUCTION DE-WATERING IN ACCORDANCE WITH EPP SECTION 25, FIGURES 19 AND 20. SUBMIT PLAN FOR ENBRIDGE APPROVAL PRIOR TO DE-WATERING ACTIVITIES. DEWATERING IS PROHIBITED WITHIN 100 FEET OF WETLANDS ON COMED PROPERTY.
14. CONSTRUCTION ACTIVITIES SHALL COMPLY WITH THE ENBRIDGE EPP.
15. OBTAIN WRITTEN AUTHORIZATION FROM ENBRIDGE PROJECT MANAGER PRIOR TO WORK THAT WOULD RESULT IN A COST INCREASE.
16. CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY INCLUDING STAKING, RECORDING TOP OF PIPE ELEVATIONS EVERY 5 FEET IN AREAS WHERE THE PIPELINE IS EXPOSED (OR DAYLIGHTED), AND FINISHED GRADE ELEVATIONS ABOVE THE PIPELINE WITHIN THE CONSTRUCTION LIMITS.
17. PROVIDE AS-BUILT INFORMATION WITHIN TWO WEEKS OF CONSTRUCTION COMPLETION.
18. COORDINATE SYSTEM CORRESPONDS TO NAD83 ILLINOIS STATE PLANE, EAST ZONE, US SURVEY FEET, VERTICAL DATUM CORRESPONDS TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
19. SURFACE PIPE LOCATIONS AND DEPTHS SHOWN ARE BASED ON SITE SURVEY COMPLETED BY NORTHWESTERN SURVEY ON JUNE 22, 2021 AND ARE APPROXIMATE.
20. SPECIFICATIONS FOR THIS PROJECT WERE FROZEN ON APRIL 1, 2021.

REFERENCE DRAWINGS				
NO.	REVISION DESCRIPTION	DATE	CHK	APPR

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MP 406.84
LINE 6 - ROAD
LINE 6 REPLACEMENT
SCOPE OF WORK

BY: KKB	CHK: HMB	ENG.: C. BUNGER	ENB APPR. J. SOROARDY
DATE: 2021-11-10	SCALE: AS SHOWN	STATUS: DESIGN	
DWG NO.: D-6-0.0-SCG003-538			REV NO.: 0.D

DRAWING SET ISSUE RECORD

AFE / SUFFIX:		40000035					
PROJECT:		LINE 6 REPLACEMENT					
DRAWING PACKAGE ISSUE	SUBMISSION DATE						CONSULTANT'S DRAWING COORDINATOR
	PROCESS	CIVIL/ STRUCTURAL	MECHANICAL	ELECTRICAL	CONT. SYS./ INSTRUMENT.	VENDOR	
60% REVIEW	N/A	2022-06-13	2022-06-13	2022-06-13	N/A	N/A	KKB
RE-60% REVIEW	N/A	2024-01-23	2024-01-23	2024-01-23	N/A	N/A	KKB
ISSUED FOR PERMIT	N/A	2024-02-27	2024-02-27	N/A	N/A	N/A	KKB
ISSUED FOR CONSTRUCTION	N/A	2024-08-09	2024-08-09	N/A	N/A	N/A	KKB
PREPARED BY: BARR ENGINEERING							
ALL DRAWINGS IN THIS ISSUE HAVE BEEN REVIEWED BY THE FOLLOWING:							
COMPANY PROJECT MANAGER:		JOMIR SOROARDY			_____		
CONSULTANT PROJECT MANAGER:		HEATHER LEWIS			_____		

ISSUED FOR CONSTRUCTION

REV: 0.D	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-2000014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13 KKB	HMB R. CLAH
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23 KKB	HMB C.BUNGER
0.C	ISSUED FOR PERMIT	2024-02-27 KKB	HMB C.BUNGER
0.D	ISSUED FOR CONSTRUCTION	2024-08-09 KKB	HMB C.BUNGER

REFERENCE DRAWINGS

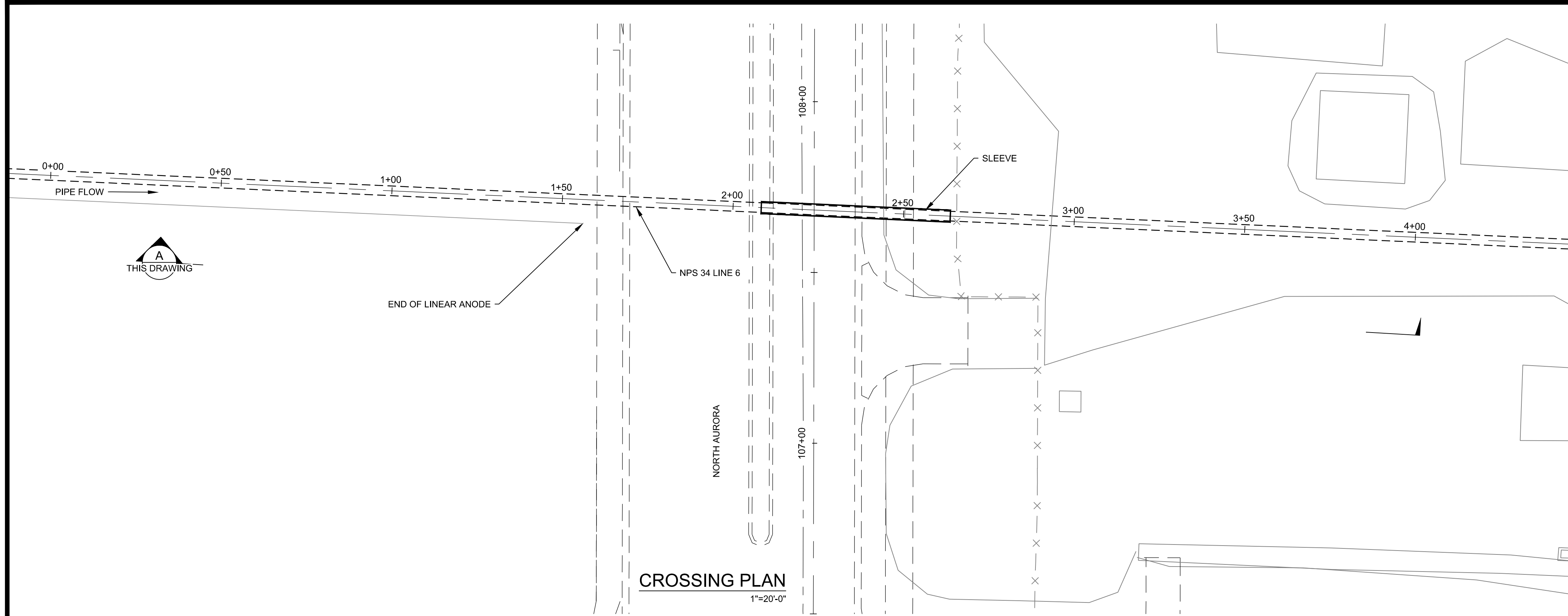
REV NO. REVISION DESCRIPTION DATE BY CHK APPR
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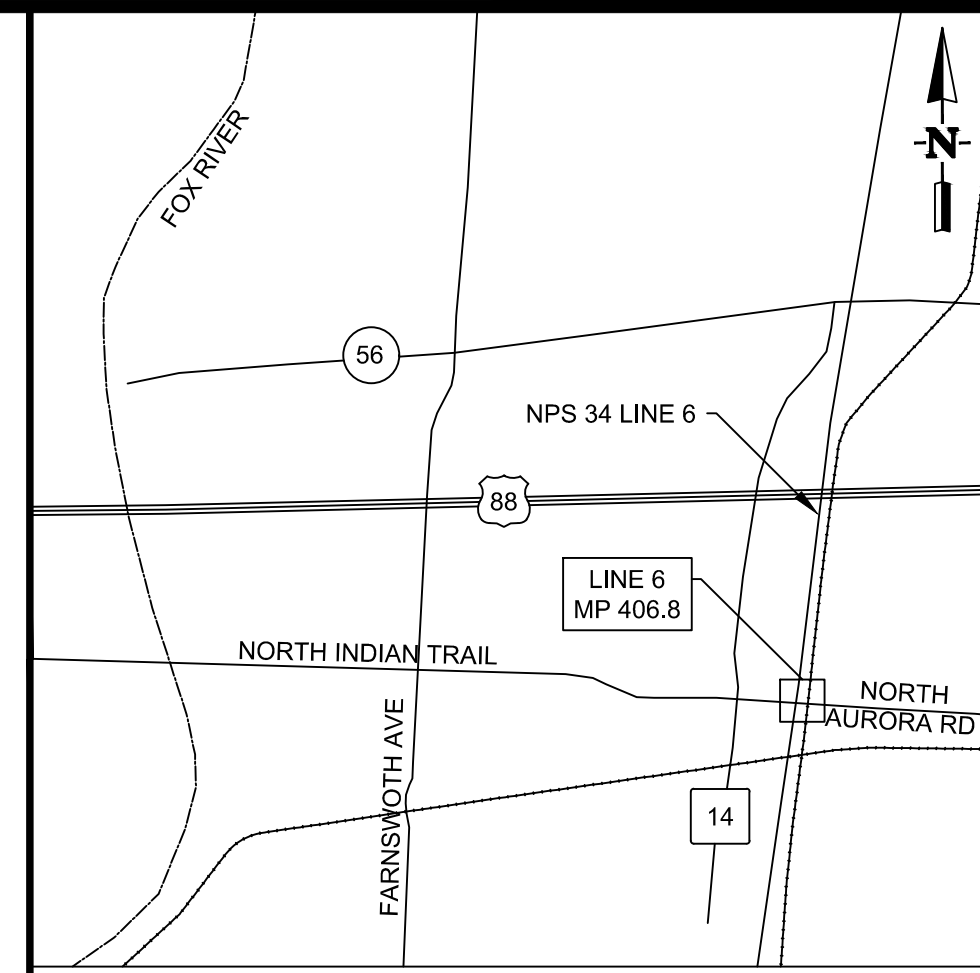
MP 406.84
 LINE 6 - ROAD
 LINE 6 REPLACEMENT
 DRAWING SET ISSUE RECORD

BY: KKB	CHK: HMB	ENG.: C. BUNGER	ENB APPR: J. SOROARDY
DATE: 2022-05-18	SCALE: NONE	STATUS: DESIGN	
DWG NO:	D-6-0.0-SKG004-538		REV NO: 0.D





CROSSING PLAN
1"=20'-0"

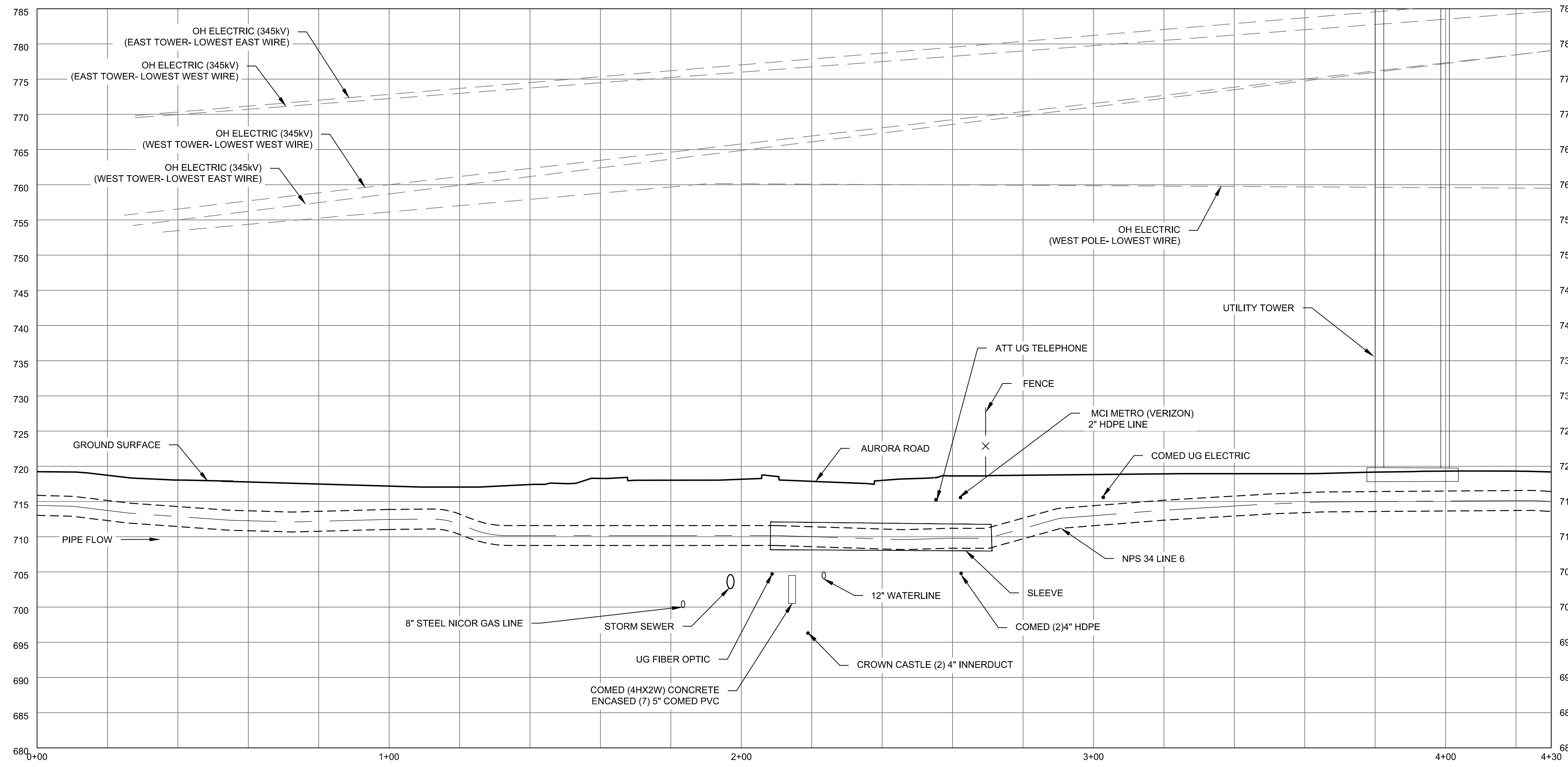


LOCATION PLAN

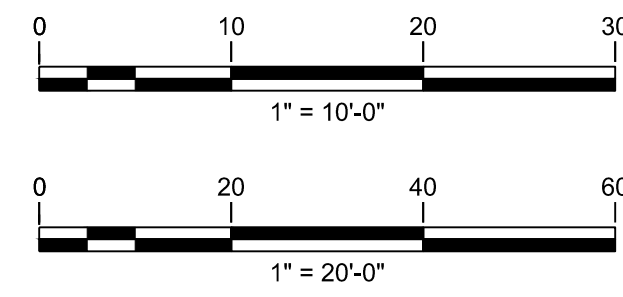
NORTH HALF OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY-EIGHT (38)
NORTH, RANGE NINE (9) EAST, DUPAGE COUNTY, ILLINOIS

- NOTES:**
- COORDINATE SYSTEM CORRESPONDS TO NAD83 ILLINOIS STATE PLANE, EAST ZONE, US SURVEY FEET. VERTICAL DATUM CORRESPONDS TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 - SURFACE PIPE LOCATIONS AND DEPTHS SHOWN ARE BASED ON SITE SURVEY COMPLETED BY NORTHWESTERN SURVEY ON JUNE 22, 2021 AND ARE APPROXIMATE.

- LEGEND:**
- PIPE CENTERLINE: - - - - -
 - PIPE SLEEVE: []



CROSSING PROFILE
HORIZONTAL 1"=20'-0" & VERTICAL 1"=10'-0"
THIS DWG



ISSUED FOR CONSTRUCTION

REV: 0.0	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-2000014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13 KKB	HMB R. CLAH
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23 KKB	HMB C.BUNGER
0.C	ISSUED FOR PERMIT	2024-02-27 KKB	HMB C.BUNGER
0.D	ISSUED FOR CONSTRUCTION	2024-08-09 KKB	HMB C.BUNGER

REFERENCE DRAWINGS

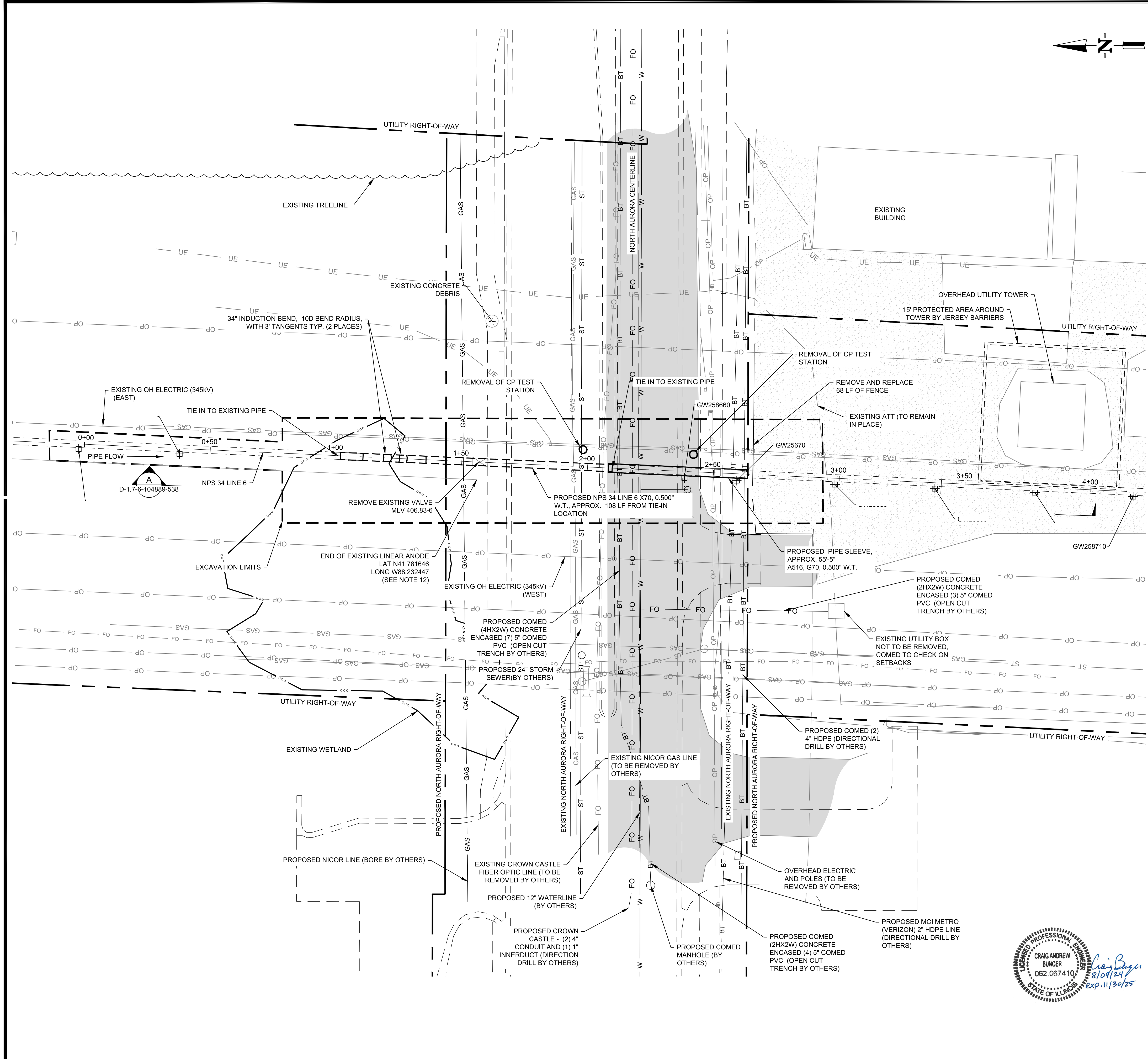
REV NO	REVISION DESCRIPTION	DATE	CHK	APPR

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MP 406.84
LINE 6 REPLACEMENT
CROSSING
PLAN AND PROFILE

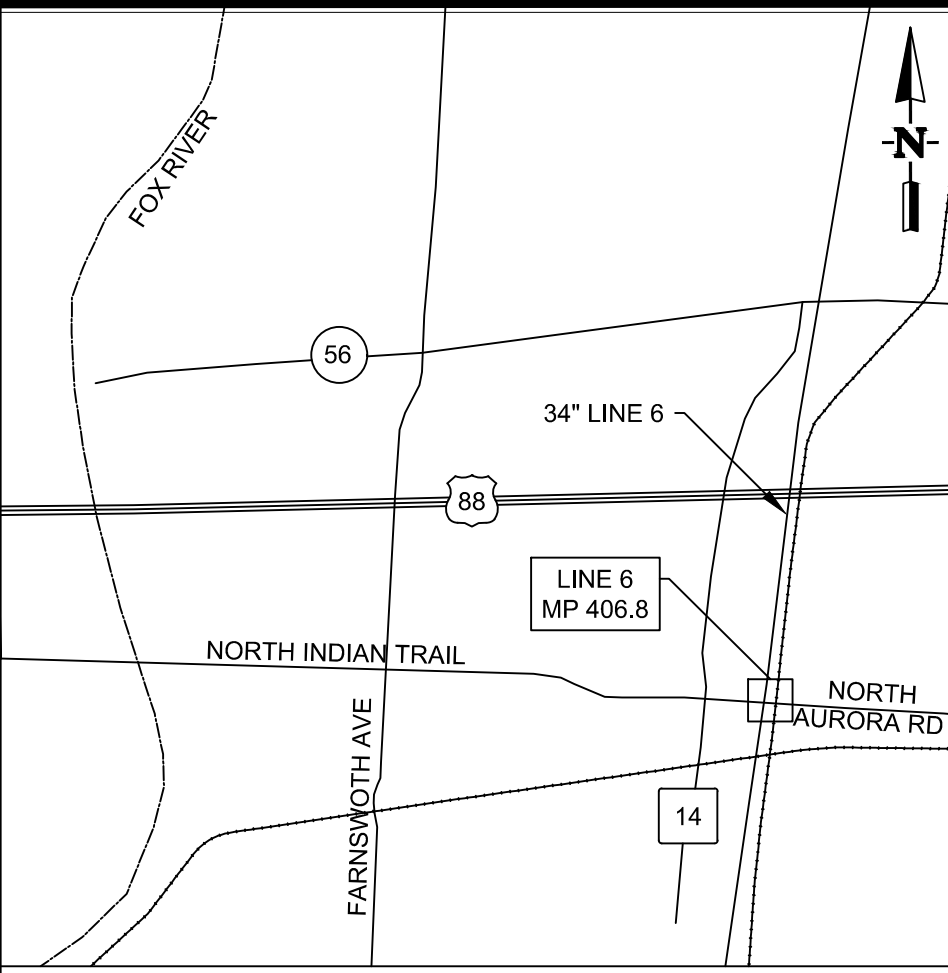
BY: KKB	CHK: HMB	ENG.: C. BUNGER	ENB APPR: J. SOROARDY
DATE: 2022-05-19	SCALE: AS SHOWN	STATUS: DESIGN	
DWG NO: D-6-5.8-102013-538			REV NO: 0.0



ESTIMATED QUANTITIES*	
EXCAVATION/REPLACEMENT	4,046 CY
PAVEMENT REMOVAL/REPLACEMENT	172 SY
FENCE REMOVAL/REPLACEMENT	68 LF
GRAVEL REMOVAL/REPLACEMENT	126 SY
EROSION CONTROL BLANKET	815 SY
TOPSOIL AND SEED	815 SY

*THESE QUANTITIES ARE BASED OFF OF CURRENT EXISTING ROAD CONDITIONS.

- GENERAL NOTES:**
- CONTRACTOR TO INSTALL EROSION CONTROL PER ENBRIDGE EPP AS NEEDED DURING CONSTRUCTION.
 - CONTRACTOR TO CLEAR AND GRUB AS NEEDED FOR CONSTRUCTION WITHIN WORKSPACE AREA. DO NOT REMOVE TREES GREATER THAN 3" DIAMETER WITHOUT PRIOR ENBRIDGE APPROVAL.
 - COORDINATE WITH ENBRIDGE REPRESENTATIVE FOR STOCKPILE LOCATION.
 - FOR ALL DISTURBED SURFACES UNLESS OTHERWISE SHOWN: PLACE AND SMOOTH GRADE TOPSOIL, SEED, AND INSTALL EROSION CONTROL BLANKET.
 - FILL MATERIAL SHALL BE CLEAR OF VEGETATION, BRUSH, ROOTS, AND OTHER DEBRIS. FILL SHALL ALSO BE FREE OF EXCESSIVE MOISTURE, FROZEN SOILS, AND ROCKS LARGER THAN 2 INCHES.
 - ENGINEERED FILL TO BE PLACED IN ROAD AND PLACE COMMON FILL (ENBRIDGE SPEC FCS-001) WITHIN ROW IN LAYERS NOT MORE THAN 8 INCHES IN LOOSE THICKNESS. COMPACT COMMON FILL TO AN IN PLACE DENSITY 98 PERCENT IN THE PROPOSED ROAD RIGHT OF WAY AND 95 PERCENT OUTSIDE OF PROPOSED ROAD RIGHT OF WAY AS MEASURED BY ASTM D698. CONTRACTOR SHALL USE SITE PREP AND EARTHWORK PCS-001 FOR EARTHWORK GUIDANCE.
 - CONTRACTOR SHALL INSTALL EROSION CONTROLS INCLUDING (BUT NOT LIMITED TO) SILT FENCE TO PREVENT SOIL LOSS FROM DISTURBED AREAS. FOR EROSION CONTROL DETAILS SEE SITE RESTORATION DETAILS.
 - EXCAVATION SUPPORT TO BE DESIGNED BY CONSTRUCTION CONTRACTOR. REFER TO GEOTECHNICAL EVALUATION DATA.
 - PROPOSED ROAD PROFILE GENERATED FROM NORTH AURORA ROAD IMPROVEMENT PLANS PROPOSED TYPICAL SECTION STATION 16+70.00 TO STATION 110+60.40 AND ESTIMATED UNDERCUT LIMITS LOCATION 2: STATION 105+50.00 TO STATION 109+75.00.
 - A MINIMUM DISTANCE OF 20 FEET MUST BE MAINTAINED FROM ALL OVERHEAD ELECTRIC LINES THROUGHOUT CONSTRUCTION.
 - CONTRACTOR SHALL ARRANGE PROPER GROUNDING OF PIPE DURING PIPE INSTALLATION ACTIVITIES TO AVOID POTENTIAL ARCS FROM AC INDUCED CURRENT.
 - CONTRACTOR TO PROTECT EXISTING SECTION OF ANODE THAT FALLS WITHIN THE EXCAVATION LIMITS. IF ANODE IS DAMAGED DURING CONSTRUCTION IN ANYWAY, A REPLACEMENT SECTION OF EQUIVALENT LINEAR ANODE SHALL BE SPLICED IN WITH A MANUFACTURER APPROVED SPLICE KIT/PROCEDURE. EXISTING AVAILABLE NOTES THE ANODE AS A MATCOR SPL-FBR MM LINEAR ANODE. CONFIRM ANODE MANUFACTURER AND MODEL AFTER EXPOSURE AND CUT PER MANUFACTURER'S INSTRUCTIONS. CONTACT ENGINEER ID ADDITIONAL INFORMATION IS REQUIRED.
 - SHALLOW GROUND WATER WAS ENCOUNTERED DURING THE COURSE OF GEOTECHNICAL BORINGS AND DEWATERING SHOULD BE CONSIDERED AS PART OF CONSTRUCTION. CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL DATA REPORT-REVISION 2/LINE 6A RELOCATION COMPLETED BY BARR ENGINEERING IN AUGUST, 2022.



LOCATION PLAN
NORTH HALF OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE NINE (9) EAST, DUPAGE COUNTY, ILLINOIS

- SURVEY NOTES:**
- COORDINATE SYSTEM CORRESPONDS TO NAD83 ILLINOIS STATE PLANE, EAST ZONE, US SURVEY FEET. VERTICAL DATUM CORRESPONDS TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
 - SURFACE PIPE LOCATIONS AND DEPTHS SHOWN ARE BASED ON SITE SURVEY COMPLETED BY NORTHWESTERN SURVEY ON JUNE 22, 2021 AND ARE APPROXIMATE.

LEGEND:

	EXISTING CENTERLINE
	PROPOSED PIPE REPLACEMENT
	PIPE CASING
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	EXISTING GROUND MINOR CONTOUR
	EXISTING FENCE
	EXISTING GAS LINE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING UNDERGROUND TELEPHONE
	EXISTING UNDERGROUND FIBER OPTIC
	EXISTING OVERHEAD POWER
	EXISTING STORMWATER
	EXISTING WETLAND
	EXISTING TREELINE
	EXISTING POWER POLE
	EXISTING CULVERT
	EXISTING MANHOLE
	EXISTING CP TEST STATION
	EXISTING ROAD
	GRAVEL
	FUTURE ROAD AND SIDEWALK DESIGN
	EXCAVATION LIMITS
	PROPOSED FENCE LINE

ISSUED FOR CONSTRUCTION

REV: 0.C	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #: KKB	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-200014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	RE-ISSUED FOR 60% REVIEW	2024-01-23 KKB	HMB C.BUNGER
0.B	ISSUED FOR PERMIT	2024-02-27 KKB	HMB C.BUNGER
0.C	ISSUED FOR CONSTRUCTION	2024-08-09 KKB	HMB C.BUNGER



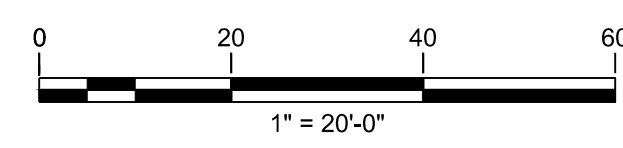
D-6-17-SK006-538

REV NO	REVISION DESCRIPTION	DATE	CHK	APPR

ENBRIDGE

MP 406.84
LINE 6 - ROAD
LINE 6 REPLACEMENT
PLAN

BY: KKB	CHK: HMB	ENG: C. BUNGER	ENB APPR: J. SOROARDY
DATE: 2021-07-09	SCALE: 1"=20'-0"	STATUS: DESIGN	
DWG NO: D-6-1.7-104888-538	REV NO: 0.C		



- GENERAL NOTES:**
- CONTRACTOR SHALL PROTECT EXISTING PIPELINES AND COORDINATE WITH ENBRIDGE AND OTHER UTILITIES TO ESTABLISH PIPELINE CROSSING AREAS.
 - CONTRACTOR TO PROTECT AND SUPPORT ALL UNDERGROUND UTILITIES AND FOUNDATIONS IMPACTED DURING THE WORK.
 - CONTRACTOR TO MAINTAIN 20' MIN. SAFE DISTANCE FROM OVERHEAD ELECTRIC ACCORDING TO OSHA SAFETY REGULATIONS.
 - EXCAVATION SUPPORT TO BE DESIGNED BY CONSTRUCTION CONTRACTOR. REFER TO THE GEOTECHNICAL DATA REPORT-REVISION 2 LINE 6A RELOCATION COMPLETED BY BARR ENGINEERING IN AUGUST, 2022.
 - PROPOSED ROAD (TO BE CONSTRUCTED BY OTHERS) PROFILE GENERATED FROM NORTH AURORA ROAD IMPROVEMENT PLANS PROPOSED TYPICAL SECTION STATION 16+70.00 TO STATION 110+60.40 AND ESTIMATED UNDERCUT LIMITS LOCATION 2: STATION 105+50.00 TO STATION 109+75.06.
 - ALL REASONABLE PRECAUTIONS SHALL BE UNDERTAKEN DURING CONSTRUCTION TO PROTECT AND SAFEGUARD PUBLIC SAFETY AND PROPERTY OWNERS. THIS INCLUDES BARRICADING, SIGNING AND FLAG PERSONS AS REQUIRED, TO PROTECT AND SAFEGUARD LIVES AND PROPERTY OF THE TRAVELING PUBLIC AND ADJACENT PROPERTY OWNERS.
 - CONTRACTOR IS RESPONSIBLE FOR TEMPORARY EXCAVATION SUPPORT IN ACCORDANCE WITH OSHA GUIDELINES. SURFACE LOADS AND EXISTING INFRASTRUCTURE SHALL BE PROTECTED DURING EXCAVATION ACTIVITIES.
 - ALL MEASUREMENTS ARE APPROXIMATE. VERIFY ALL DIMENSIONS IN FIELD PRIOR TO CONSTRUCTION.
 - ALL THIRD PARTY UTILITY RELOCATIONS TO BE PROVIDED TO ENBRIDGE BY THE CITY OF NAPERVILLE PRIOR TO CONSTRUCTION.

- LEGEND:**
- EXISTING PIPE CENTERLINE
 - - - PROPOSED PIPE
 - - - EXISTING OH POWER
 - EXISTING UTILITY CROSSING
 - X - X - EXISTING FENCELINE
 - PROPOSED ROAD
 - - - PROPOSED PIT EXCAVATION
 - PROPOSED RETAINING WALL
 - - - PROPOSED RIGHT-OF-WAY

ISSUED FOR CONSTRUCTION

REV: 0.B	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-2000014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	RE-ISSUED FOR 60% REVIEW	2024-01-23 KKB	HMB C.BUNGER
0.B	ISSUED FOR PERMIT	2024-02-27 KKB	HMB C.BUNGER
0.C	ISSUED FOR CONSTRUCTION	2024-08-09 KKB	HMB C.BUNGER

D-6-3.72-111616-538 PIPING SECTION & DETAILS

REFERENCE DRAWINGS

REV NO	REVISION DESCRIPTION	DATE	CHK	APPR

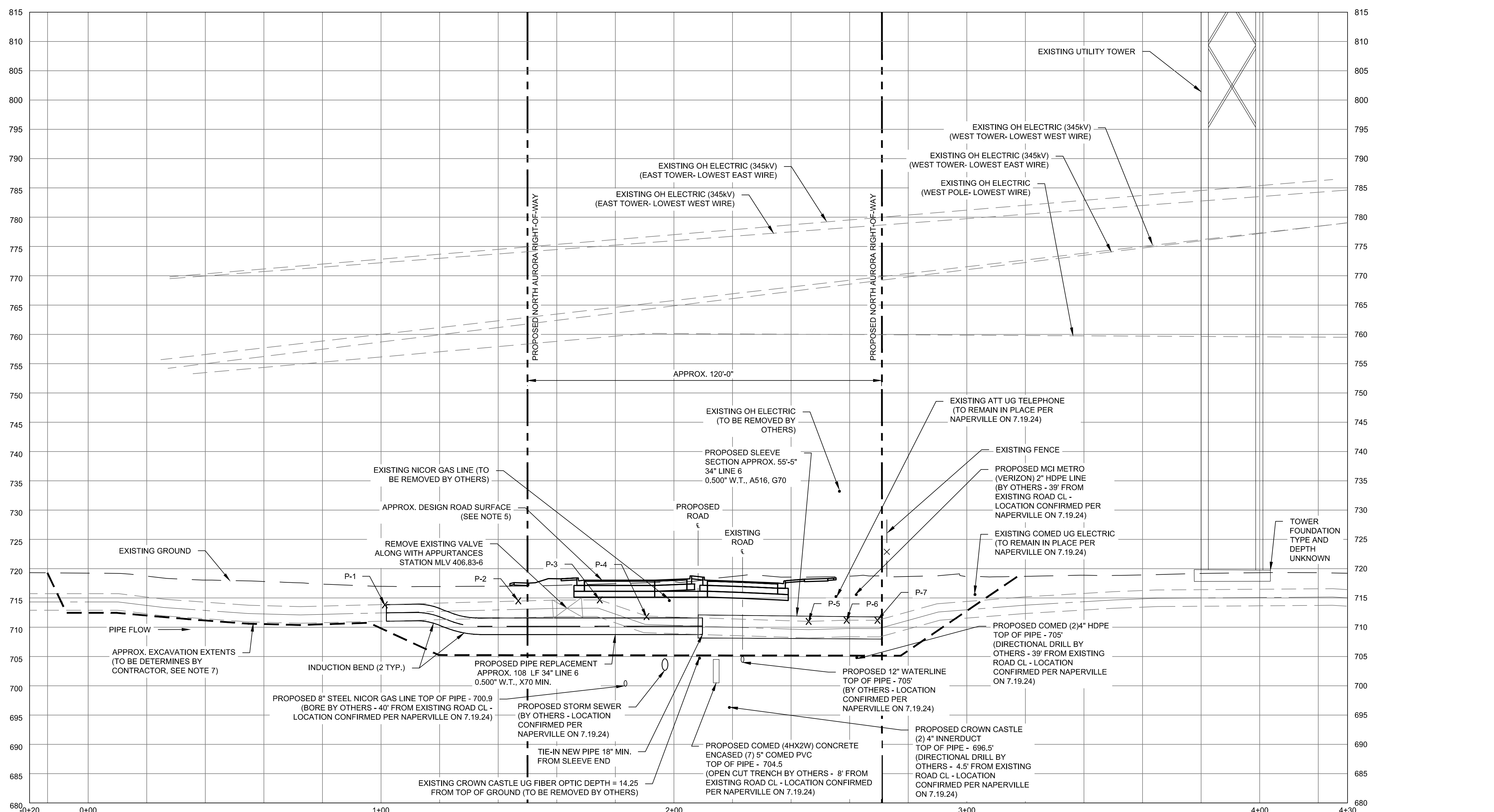
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MP 406.84
LINE 6 - ROAD
LINE 6 REPLACEMENT
PIPE PROFILE

BY: KKB	CHK: HMB	ENG.: C. BUNGER	ENB APPR. J. SOROARDY
DATE: 2021-07-09	SCALE: 1"=20'-0"	STATUS: DESIGN	

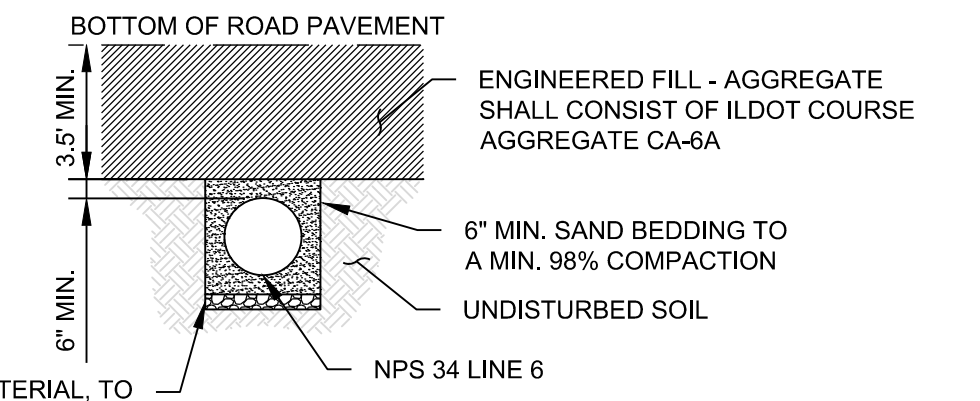
DWG NO.: D-6-1.7-104889-538 REV NO.: 0.C



A PROFILE: LINE 6
1" = 20'-0"
D-6-1.7-104889-538

LINE 6 DEPTH OF COVER

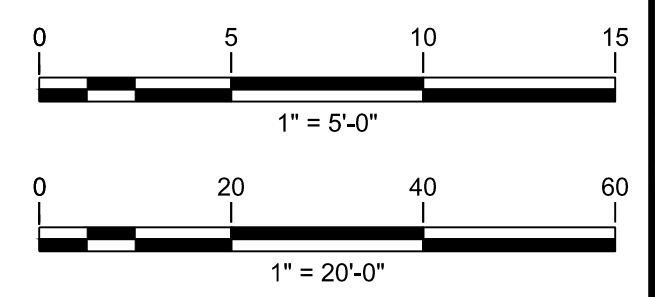
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P-1	PROBE	713.81	1863093.33	1011774.22	N041.685651	W094.869948
P-2	PROBE	714.49	1863047.80	1011772.25	N041.685526	W094.869946
P-3	PROBE	714.66	1863020.05	1011770.60	N041.685450	W094.869946
P-4	PROBE	710.99	1862948.79	1011767.26	N041.685254	W094.869944
P-5	POTHOLE	711.19	1862935.71	1011766.97	N041.685219	W094.869943
P-6	POTHOLE	711.17	1862925.32	1011766.54	N041.685190	W094.869942

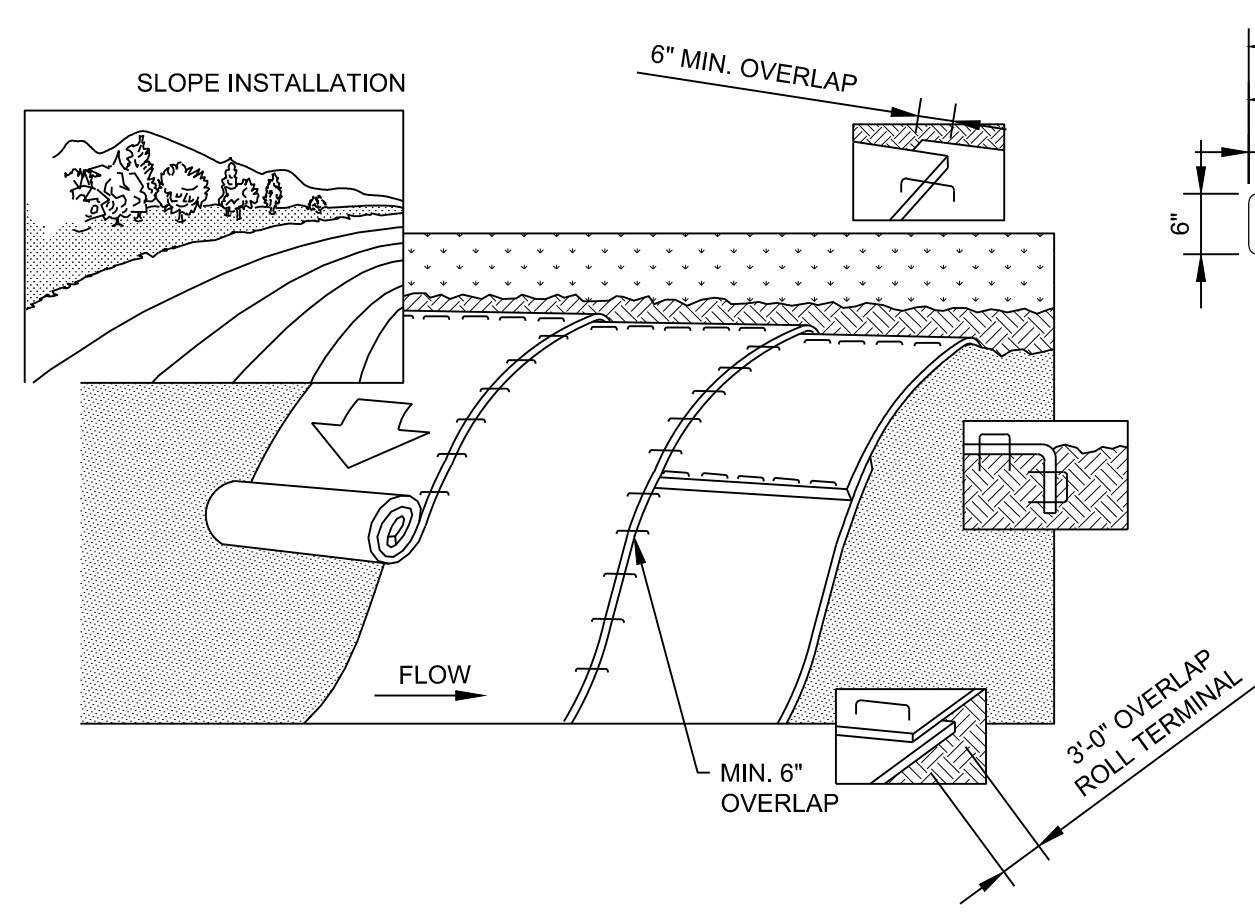


GRANULAR FOUNDATION MATERIAL TO BE PLACED IN AREAS OF UNSUITABLE SOIL (ONLY AS APPROVED BY OWNER)

- NOTES:**
- DESIGN OF TEMPORARY EXCAVATIONS FOR INSTALLATION OF PIPING SHALL BE COMPLETED BY CONTRACTOR IN ACCORDANCE TO OSHA REQUIREMENTS.
 - ROAD MATERIAL REPLACEMENT TO BE COORDINATED WITH ENBRIDGE AND THE CITY OF NAPERVILLE FOLLOWING PIPE REPLACEMENT ACTIVITIES.

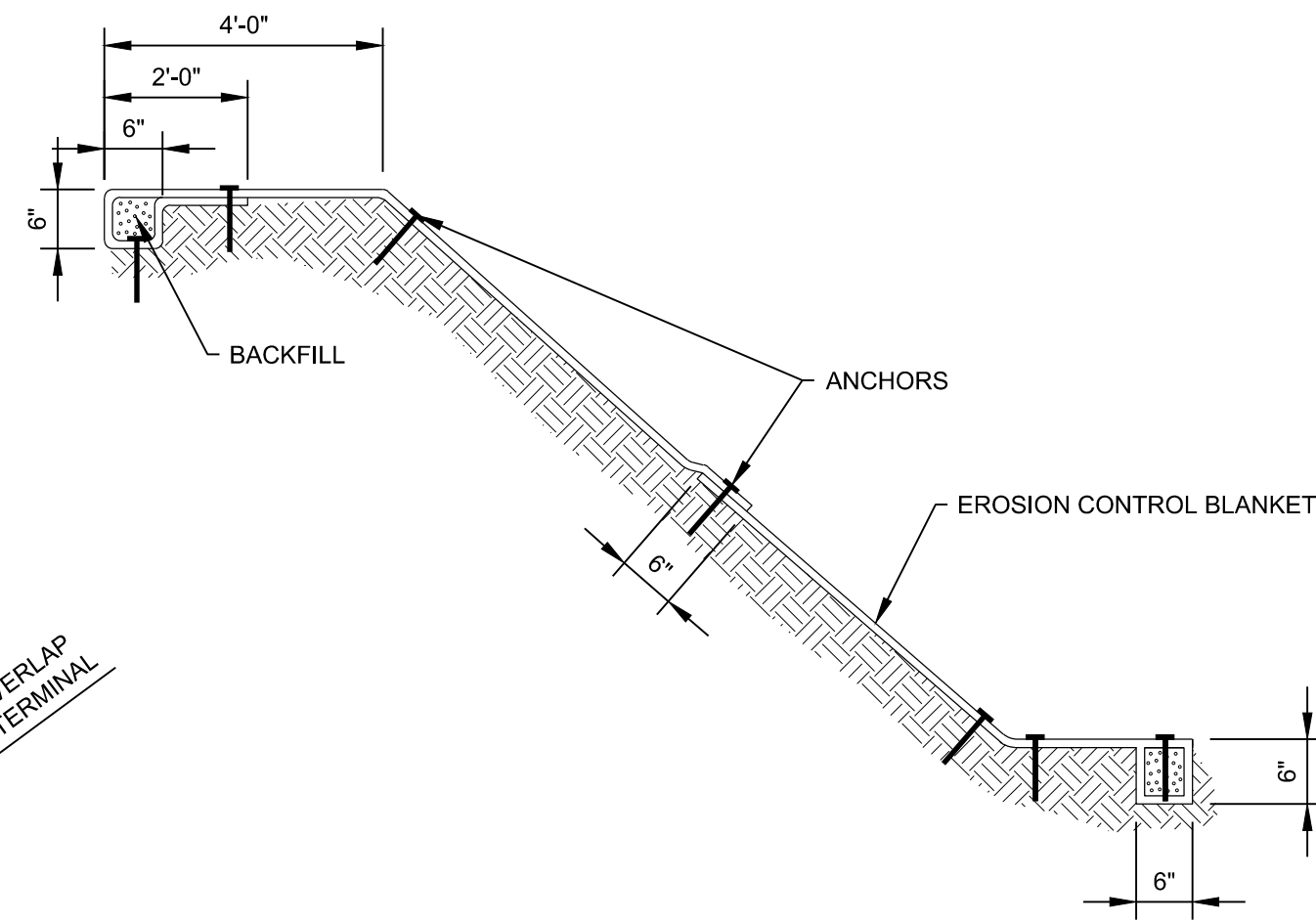
B PIPE BEDDING
1" = 5'-0"
THIS DRAWING





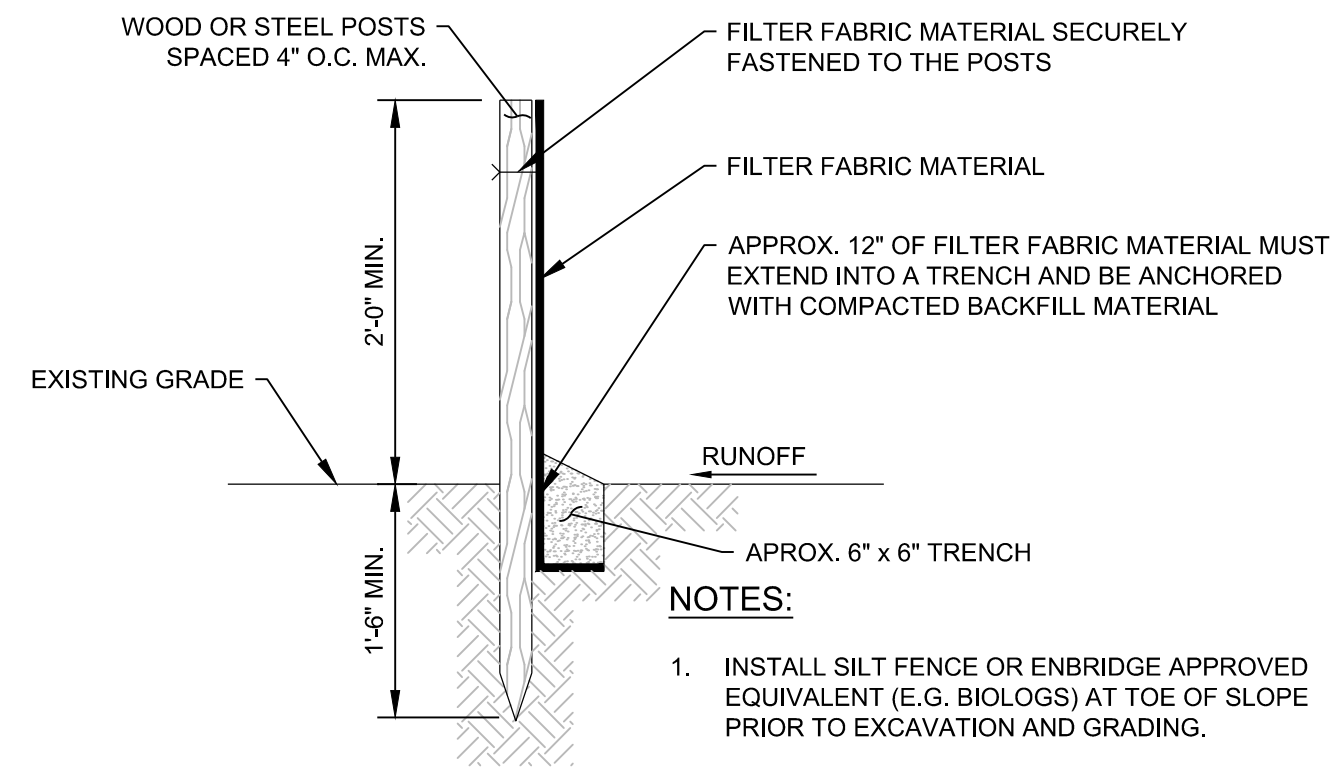
A EROSION CONTROL BLANKET CHANNEL ANCHOR INSTALLATION

NTS
D-6-1.7-SKC005-538



B EROSION CONTROL BLANKET CHANNEL ANCHOR TRENCH CROSS SECTION

NTS
D-6-1.7-SKC005-538



C SILT FENCE

NTS

EROSION CONTROL BLANKET NOTES:

- REFER TO MANUFACTURER RECOMMENDATIONS FOR STAPLE PATTERNS FOR EROSION CONTROL BLANKET INSTALLATIONS.
- PREPARE SOIL BY LOOSENING TOP 2-4 INCHES AND APPLY SEED PRIOR TO INSTALLING BLANKETS. GROUND SHOULD BE SMOOTH AND FREE OF DEBRIS PER THE ENBRIDGE ENVIRONMENTAL PROTECTION PLAN (EPP).
- BEGIN (A) AT THE TOP OF THE SLOPE AND ROLL THE BLANKETS DOWN OR (B) AT ONE END OF THE SLOPE AND ROLL THE BLANKETS HORIZONTALLY ACROSS THE SLOPE (FROM BOTTOM UP IF HORIZONTAL).
- THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 6" OVERLAP, WITH THE UPHILL BLANKET ON TOP.
- WHEN BLANKETS MUST BE SPICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 6" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART (MIN.) OR AS RECOMMENDED BY MANUFACTURER FOR TYPE OF INSTALLATION.
- EROSION CONTROL BLANKET SHALL BE ERO-GAURD 2C (NN) OR PRE-APPROVED NATURAL FIBER EQUAL.
- GRADE AND COMPACT SUBGRADE OF DISTURBED AREA. SUBGRADE SHALL BE UNIFORM AND SMOOTH. REMOVE ALL ROCKS, SOIL CLOS, VEGETATION OR OTHER OBJECTS SO THE INSTALLED EROSION CONTROL BLANKET WILL HAVE DIRECT CONTACT WITH SOIL SURFACE.

SEED MIX AND SEEDING NOTES:

- SEEDING SHALL BE PER THE TABLES IN THE EPP IN EXPOSED AREAS WHERE EROSION CONTROL BLANKET IS APPLIED.
- WETLAND AREAS WITHIN THE NORTHERN TWS ARE CHARACTERIZED AS WET MEADOW AND WILL BE SEEDDED WITH CARDNO'S WET-TO-MESIC PRAIRIE SEED MIX, SEE TABLE 2.
- UPLAND AREAS WITHIN MAINTAINED LAWN AREAS WILL BE SEEDDED WITH THE RESIDENTIAL SEED MIX FROM ENBRIDGE'S EPP OR ILDOT'S CLASS 1 LAWN MIXTURE WITH SIMILAR COMPOSITION, SEE TABLE 1.
- SEED SHALL BE VERIFIED WEED FREE AND SEED SOURCE TAGS OR TICKETS SHALL BE AVAILABLE UPON REQUEST.
- NO SPECIES SUBSTITUTIONS SHALL BE ALLOWED WITHOUT PRIOR APPROVAL OF THE ENGINEER.
- SEED SHALL BE SHOWN 1/4" DEEP AND NO DEEPER THAN 1/2" DEEP.
- SEEDING WILL TAKE PLACE USING A "NO-TILL" DRILL EXCEPT ON SLOPES DEEMED TOO STEEP FOR "NO-TILL" DRILL METHOD OR AREAS DEEMED TOO WET. DRILL SHALL BE CHECKED AT THE END OF EACH SEEDING PASS TO ENSURE EVEN DISTRIBUTION OF SEED THROUGH EACH PASS.
- BROADCAST METHOD OF SEEDING CAN BE USED, IN WHICH CASE THE FOLLOWING REQUIREMENTS SHALL BE FOLLOWED:
 - THE BROADCAST METHOD WILL USE BROADCAST SEEDING EQUIPPED WITH AN AGITATOR THAT EFFECTIVELY PREVENTS SEED FROM BRIDGING OR PLUGGING.
 - SEED SHALL BE BROADCAST TWICE OVER EACH AREA TO HELP ENSURE EVEN DISTRIBUTION. BROADCAST SEEDING RATE WILL BE DOUBLE THE DRILL-SEEDING RATE DETAILED IDENTIFIED IN THE EPP.
 - THE SEEDED AREA SHALL BE HAND-RAKED OR DRAGGED WITH AN IMPLEMENT TO THE EXTENT NECESSARY TO COVER A MAJORITY OF THE SEED WITH 1/4" TO 1/2" OF SOIL.
- WITHIN 12 HOURS, OR AS SOON THEREAFTER AS PRACTICAL, ALL SEEDED AREAS SHALL BE ROLLED AT RIGHT ANGLES TO THE LINE OF RUN-OFF WITH AN APPROVAL TYPE ROLLER OR CULTIPACKER (TYPE TO BE APPROVED BY OWNER) TO COMPACT THE SEEDBED TO PLACE THE SEED IN CONTACT WITH THE SOIL.
- SEEDING REQUIREMENTS COULD CHANGE BASED ON LANDOWNER PREFERENCES AND SHALL BE COORDINATED WITH ENBRIDGE.

Table 16. Non-Native Residential Area Mix (Soil Moisture Regime Score 7-18)

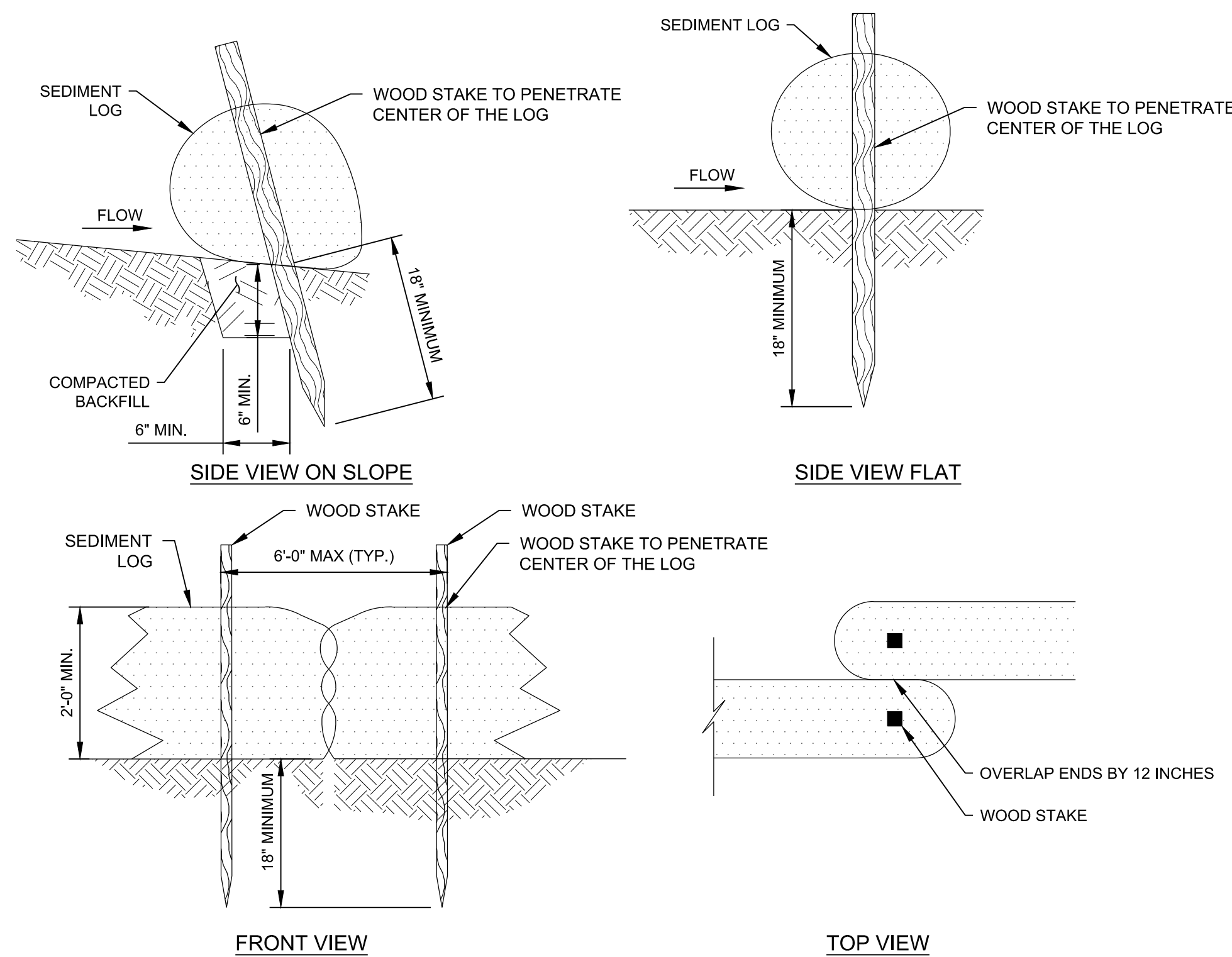
Species	% Mix by Weight	Pure Live Seed Pounds Per Acre (Broadcast)
Kentucky bluegrass (<i>Poa pratensis</i>)	42.9	60.0
Perennial ryegrass (<i>Lolium perenne</i>)	21.4	30.0
Creeping red fescue (<i>Festuca rubra</i>)	21.4	30.0
Total	85.7	120.0
Associated Nurse Crop		
Oats (<i>Avena sativa</i>) if summer seeding or winter wheat (<i>Triticum aestivum</i>) if late fall or spring seeding	14.3	20.0
Grand Total	100	140.0

Species components of individual mixes are subject to availability at the time of purchase and may be substituted with alternative native or non-invasive species, or similar locally available seed mixes, subject to approval by Enbridge.

TABLE 1: ENBRIDGE EPP SEED MIX RECOMMENDATIONS

Botanical Name	Common Name	PLS Oz/Acre
Permanent Grasses/Sedges		
<i>Andropogon gerardii</i>	Big Bluestem	16.00
<i>Calamagrostis canadensis</i>	Bluejoint Grass	1.00
<i>Carex lurida</i>	Bottlebrush Sedge	3.00
<i>Carex stricta</i>	Common Tussock Sedge	1.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1.00
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00
<i>Juncus canadensis</i>	Canadian Rush	0.50
<i>Panicum virgatum</i>	Switch Grass	2.00
<i>Scirpus cyperinus</i>	Wool Grass	0.50
<i>Sorghastrum nutans</i>	Indian Grass	8.00
<i>Spartina pectinata</i>	Prairie Cord Grass	3.00
Total		60.00
Temporary Cover		
<i>Avena sativa</i>	Common Oat	512.00
Total		512.00
Forbs		
<i>Asclepias syriaca</i>	Common Milkweed	2.00
<i>Baptisia alba</i>	White Wild Indigo	1.00
<i>Chamaecrista fasciculata</i>	Partridge Pea	10.00
<i>Careopsis lanceolata</i>	Sand Coreopsis	4.00
<i>Careopsis tripteris</i>	Tall Coreopsis	2.00
<i>Desmodium illinoense</i>	Illinois Tick Trefol	0.50
<i>Doellingeria umbellata</i>	Flat-Top Aster	0.50
<i>Echinacea purpurea</i>	Broad-Leaved Purple Coneflower	4.00
<i>Eryngium yuccifolium</i>	Rattlesnake Master	2.00
<i>Helianthus autumnale</i>	Sneezeweed	2.00
<i>Helianthus grosseserratus</i>	Sawtooth Sunflower	0.50
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	1.50
<i>Liatris spicata</i>	Marsh Blazing Star	1.00
<i>Monarda fistulosa</i>	Wild Bergamot	1.00
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	1.00
<i>Parthenium integrifolium</i>	Wild Quinine	1.00
<i>Physostegia virginiana</i>	Obedient Plant	0.25
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.50
<i>Ratibida pinnata</i>	Yellow Coneflower	4.00
<i>Rudbeckia hirta</i>	Black-Eyed Susan	4.00
<i>Rudbeckia laciniata</i>	Wild Golden Glow	1.00
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	0.50
<i>Senna hebecarpa</i>	Wild Senna	2.25
<i>Silphium integrifolium</i>	Rosin Weed	1.00
<i>Silphium laciniatum</i>	Compass Plant	2.00
<i>Silphium perfoliatum</i>	Cup Plant	2.00
<i>Silphium terebinthaceum</i>	Prairie Dock	3.00
<i>Solidago juncea</i>	Early Goldenrod	0.25
<i>Solidago rugosa</i>	Rough Goldenrod	0.25
<i>Symphotrichum novae-angliae</i>	New England Aster	0.50
<i>Tradescantia ohiensis</i>	Common Spiderwort	1.25
<i>Veronica fasciculata</i>	Common Ironweed	3.00
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
<i>Zizia aurea</i>	Golden Alexanders	1.00
Total		59.00

TABLE 2: WET-TO-MESIC PRAIRIE SEED MIXES

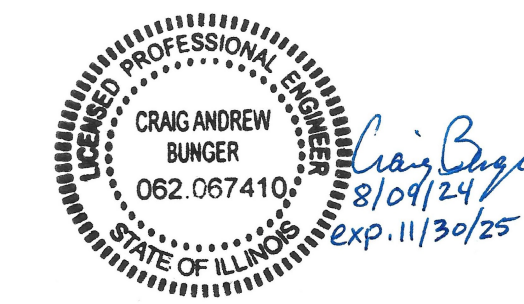


NOTES:

- SEDIMENT LOG SHOULD BE INSTALLED ALONG CONTOURS (CONSTANT ELEVATION).
- NO GAPS SHALL BE PRESENT UNDER SEDIMENT LOG. PREPARE AREA AS NEEDED TO SMOOTH SURFACE OR REMOVE DEBRIS.
- ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN REACHING 1/2 OF LOG HEIGHT.
- SEDIMENT LOG SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REPAIRED OR REPLACED AS REQUIRED.

D SEDIMENT BIO LOGS

NTS



ISSUED FOR CONSTRUCTION

REV: 0.B	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:
AFE: 40000035	PROJ NO: 2200090	
WP NO: PUR-1844-2000014		
REV	SUBSEQUENT REVISION	DATE BY CHK APPR
0.A	RE-ISSUED FOR 60% REVIEW	2024-01-23 KKB C.BUNGER
0.B	ISSUED FOR PERMIT	2024-02-27 KKB HMB C.BUNGER
0.C	ISSUED FOR CONSTRUCTION	2024-08-09 KKB HMB C.BUNGER

REFERENCE DRAWINGS

REV NO	REVISION DESCRIPTION	DATE	CHK	APPR

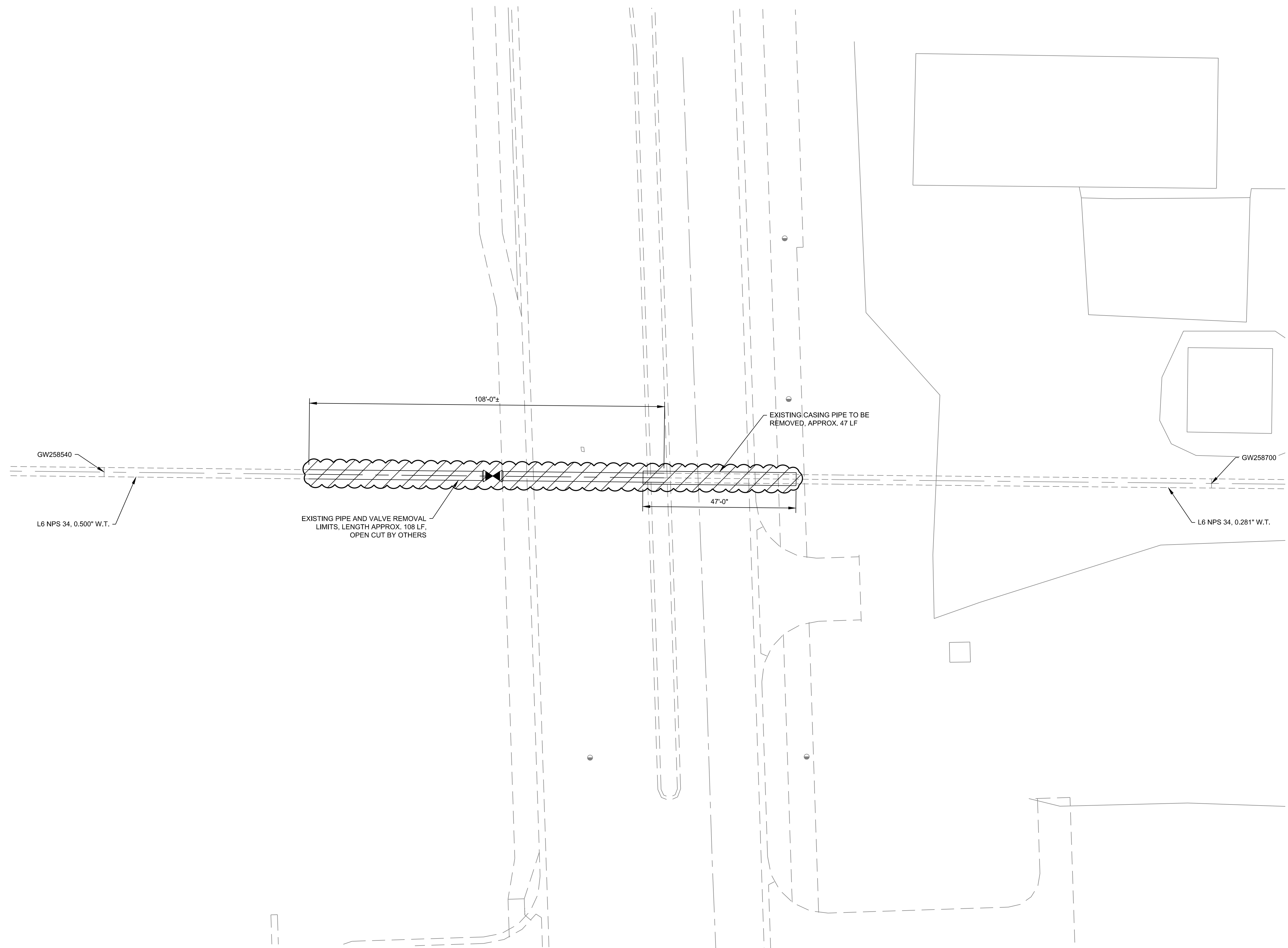
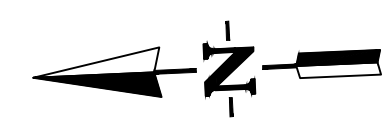
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MP 406.8
LINE 6 - ROAD
LINE 6 REPLACEMENT
SITE RESTORATION DETAILS

BY: KKB	CHK: HMB	ENG: C. BUNGER	ENB APPR: J. SOROARDY
DATE: 2021-05-28	SCALE: NTS		STATUS: DESIGN

DWG NO: D-6-1.7-104890-538 REV NO: 0.C



CONSTRUCTION NOTES:

- CONTRACTOR TO ENSURE PIPE IS SAFELY GROUNDED PRIOR TO CUTTING. ADJACENT HIGH VOLTAGE AC POWER LINES CAN RESULT IN INDUCED CURRENT ON THE PIPE AND THE POTENTIAL FOR SPARKS AND SHOCKS. USE CAUTION AND VERIFY VOLTAGE LEVELS ARE SAFE PRIOR TO WORKING ON THE PIPE.



 Erik J. Elmstrand
 Date: 2024/08/09
 Exp. 11/30/2025
 Firm no. 184.003666

ISSUED FOR CONSTRUCTION

REV: 0.D	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-2000014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13 MNE	BPT E. ELMSTRAND
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23 MJB3	BPT E. ELMSTRAND
0.C	ISSUED FOR PERMIT	2024-02-27 MJB3	BPT E. ELMSTRAND
0.D	ISSUED FOR CONSTRUCTION	2024-08-09 MJB3	BPT E. ELMSTRAND

REFERENCE DRAWINGS

REV NO	REVISION DESCRIPTION	DATE	CHK	APPR

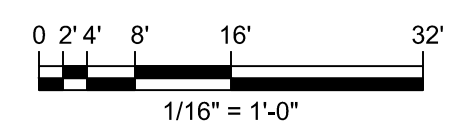
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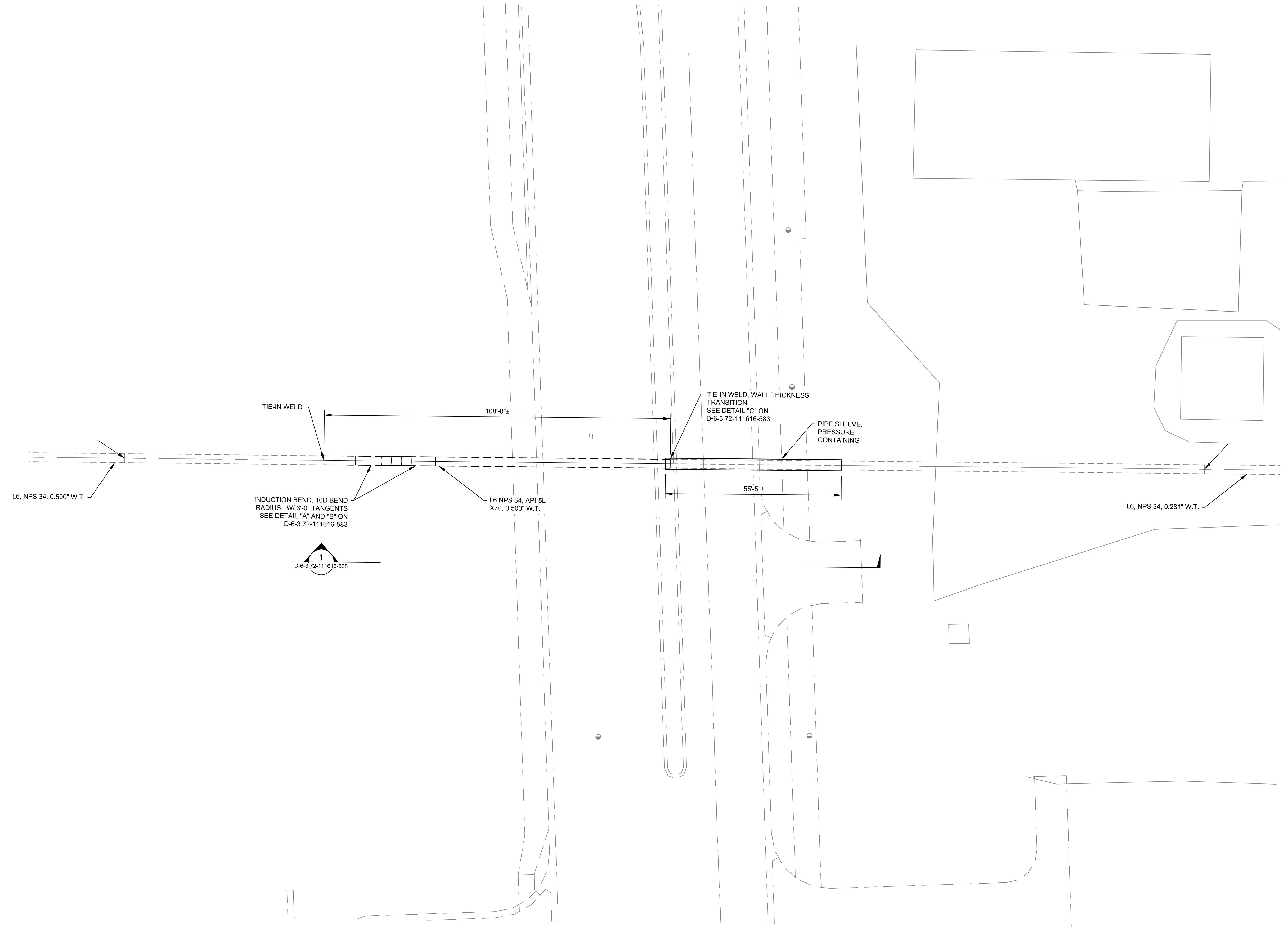
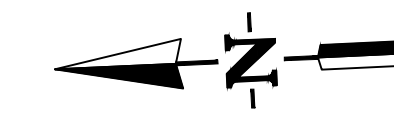


MP 406.84
 LINE 6
 PIPING
 PLOT PLAN

BY: AJE CHK: BPT ENG.: E. ELMSTRAND ENB APPR: J. SOROARDY
 DATE: 2021-08-31 SCALE: 1/16" = 1'-0" STATUS: DESIGN

DWG NO.: D-6-3.72-111615-538R REV NO.: 0.D





- NOTES:**
1. ALL DIMENSIONS USED IN GENERATING THIS DRAWING ARE TAKEN FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO START OF ANY WORK.
 2. EXACT LOCATION & ELEVATIONS OF EXISTING BURIED PIPING, CONDUITS, AND DUCT BANKS ARE UNKNOWN. THEREFORE, EXTREME CARE MUST BE TAKEN WHEN EXCAVATING.
 3. TIE-IN WELD LOCATIONS APPROXIMATE. ACTUAL LOCATION OF TIE-INS DETERMINED BY NDE CONTRACTOR AND PLM.
 4. PRESSURE CONTAINING SLEEVE SHALL NOT BE TERMINATED WITHIN 18 INCHES OF A GIRTH WELD.



Erik J. Elmstrand
 Date: 2024/08/09
 Exp. 11/30/2025
 Firm no. 184.003666

ISSUED FOR CONSTRUCTION

REV: 0.D	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:	
AFE: 40000035	PROJ NO: 2200090		
WP NO: PUR-1844-2000014			
REV	SUBSEQUENT REVISION	DATE BY	CHK APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13 MNF	BPT E. ELMSTRAND
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23 MJB3	BPT E. ELMSTRAND
0.C	ISSUED FOR PERMIT	2024-02-27 MJB3	BPT E. ELMSTRAND
0.D	ISSUED FOR CONSTRUCTION	2024-08-09 MJB3	BPT E. ELMSTRAND

D-6-3.72-111616-538 PIPING SECTION & DETAILS
 REFERENCE DRAWINGS

REV NO	REVISION DESCRIPTION	DATE BY	CHK	APPR

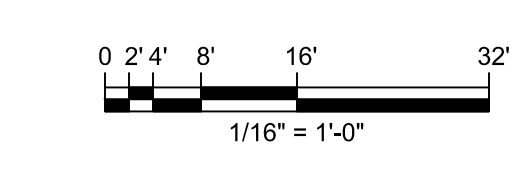
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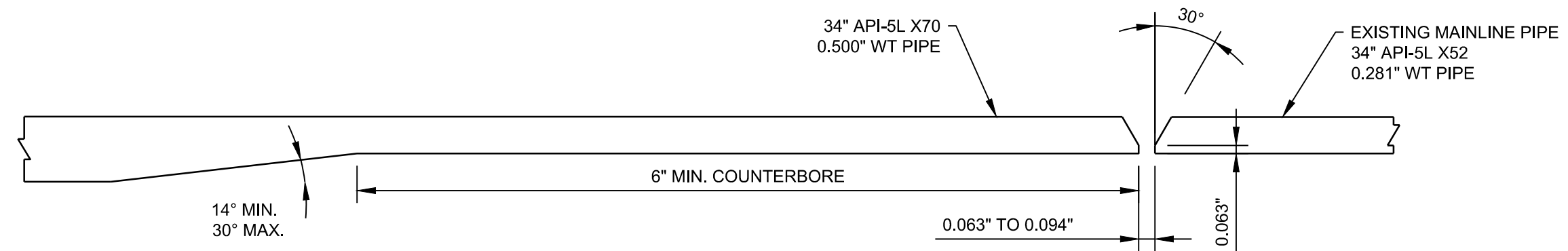


MP 406.84
 LINE 6
 PIPING
 PLOT PLAN

BY: AJE	CHK: BPT	ENG.: E. ELMSTRAND	ENB APPR: J. SOROARDY
DATE: 2021-08-31	SCALE: 1/16" = 1'-0"	STATUS: DESIGN	

DWG NO.: **D-6-3.72-111615-538** REV NO.: **0.D**

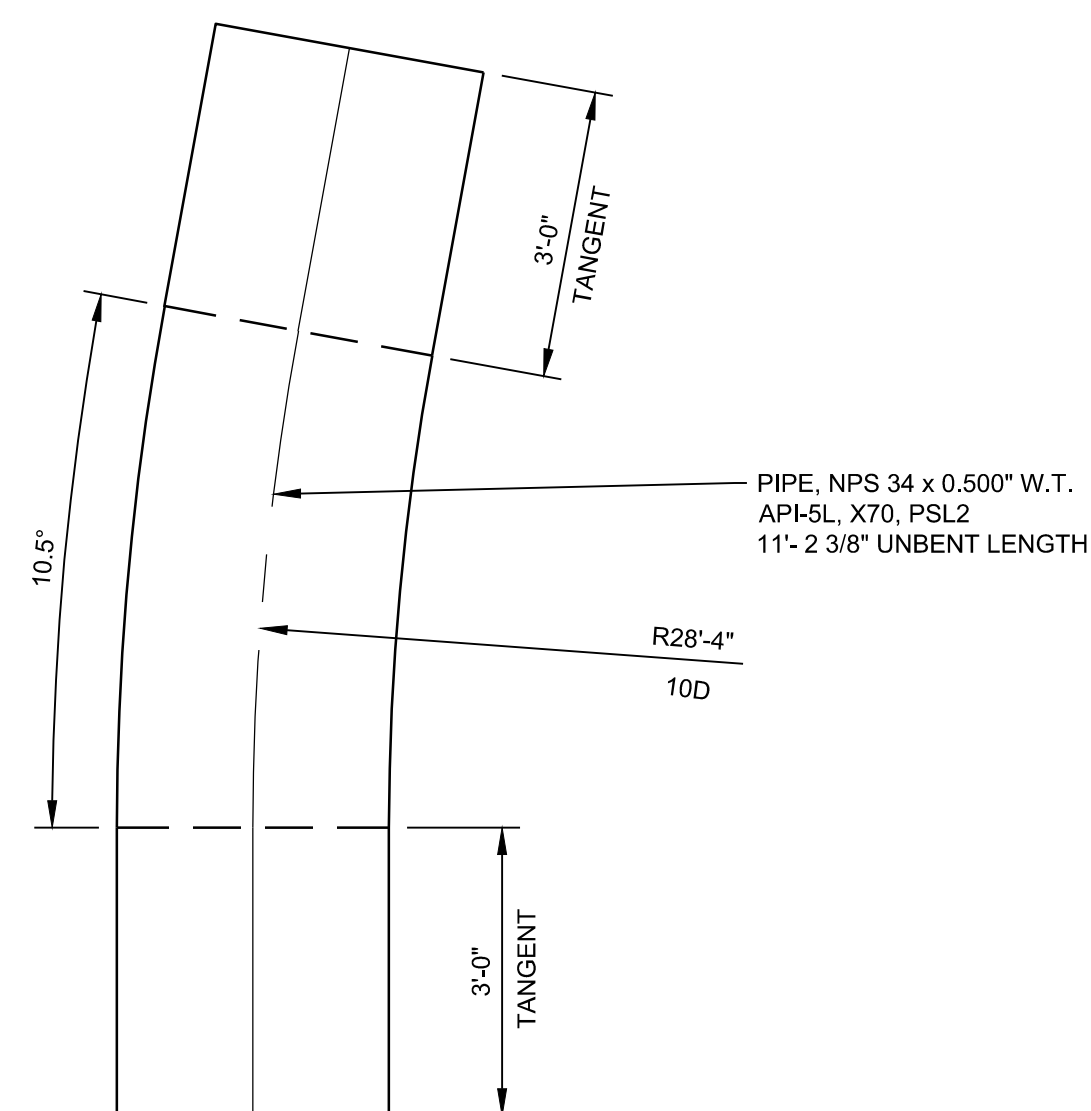




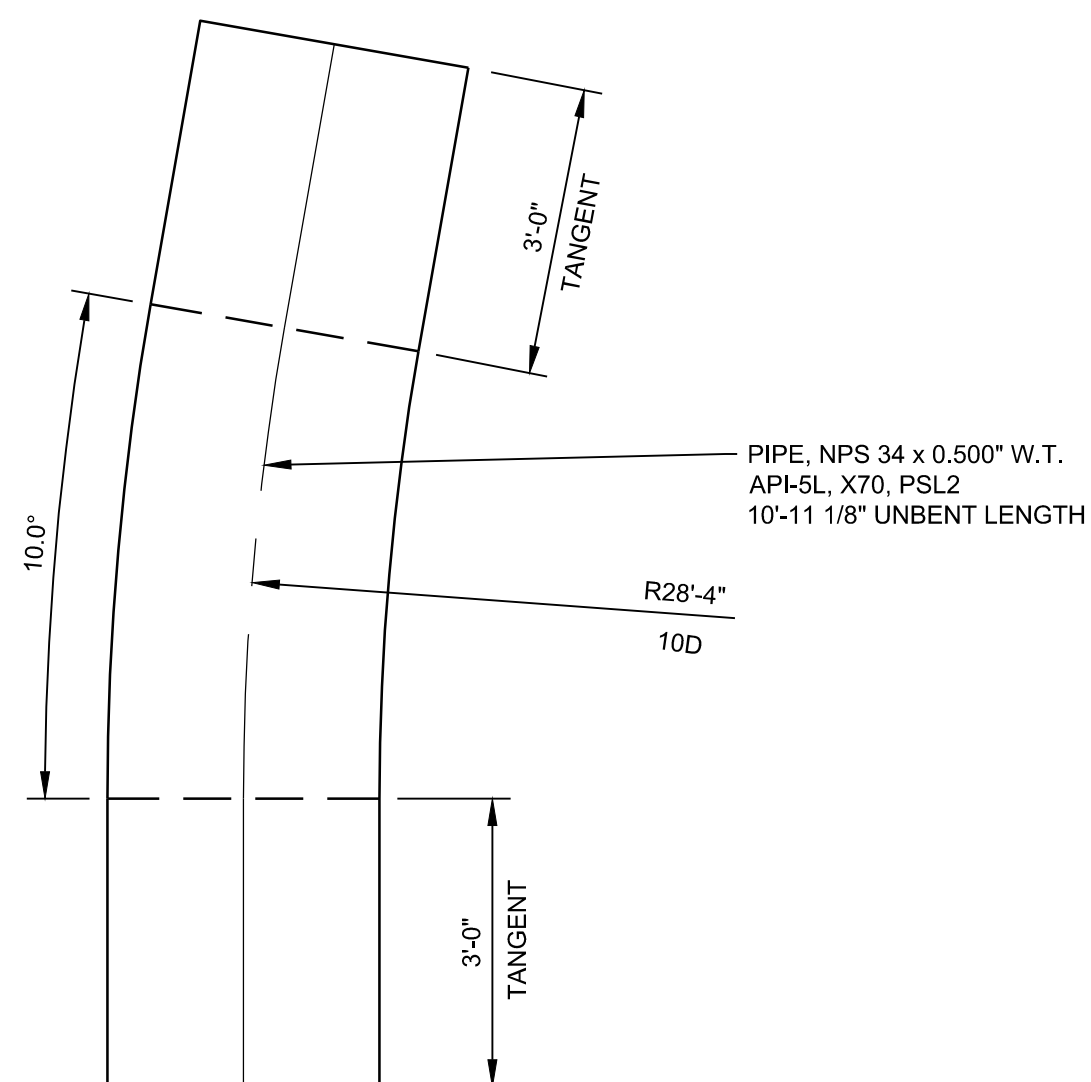
C WALL THICKNESS TRANSITION DETAIL
 1'-0" = 1'-0"
 D-6-3.72-111615-538

NOTES:

1. INDUCTION BENDS (DETAIL A & B) TO BE CHARPY TESTED PER ENBRIDGE STANDARD D06-104 AND/OR ASME B31.4, WHICHEVER IS MORE STRINGENT AT THE TEMPERATURE OF 14°F PER ASME B16.49.
2. ALL PIPE AND BENDS TO BE EXTERNALLY COATED (FBE) PER CS-001-LP AND/OR CS-002-LP.
3. TIE-IN WELD LOCATIONS APPROXIMATE. ACTUAL LOCATION OF TIE-INS DETERMINED BY NDE CONTRACTOR AND PLM.
4. PIPE SLEEVE TO OVERLAP TIE-IN WELD BY APPROXIMATELY 18 INCHES, NOT TO BE LESS THAN ONE-HALF PIPE DIAMETER.



A INDUCTION BEND - 10D - 10.5° (QTY. 1)
 1/2" = 1'-0"
 D-6-3.72-111615-538

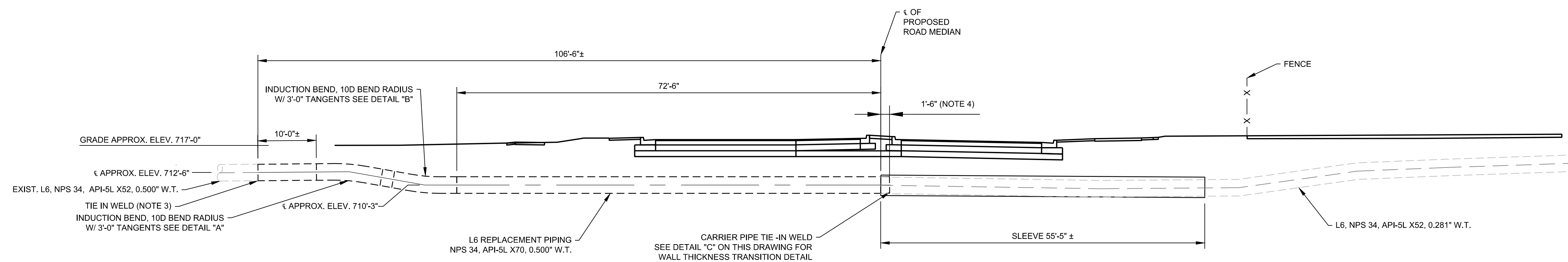


B INDUCTION BEND - 10D - 10.0° (QTY. 1)
 1/2" = 1'-0"
 D-6-3.72-111615-538

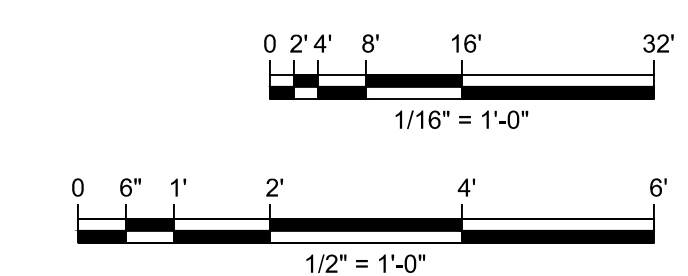


ISSUED FOR CONSTRUCTION

REV: 0.D	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:		
AFE: 40000035	PROJ NO: 2200090			
WP NO: PUR-1844-2000014				
REV	SUBSEQUENT REVISION	DATE	CHK	APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13	MNF	BPT
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23	MJB3	BPT
0.C	ISSUED FOR PERMIT	2024-02-27	MJB3	BPT
0.D	ISSUED FOR CONSTRUCTION	2024-08-09	MJB3	BPT



1 L6 REPLACEMENT ELEVATION
 3/32" = 1'-0"
 D-6-3.72-111615-538



D-6-3.72-111615-538 PIPING PLAN

REFERENCE DRAWINGS

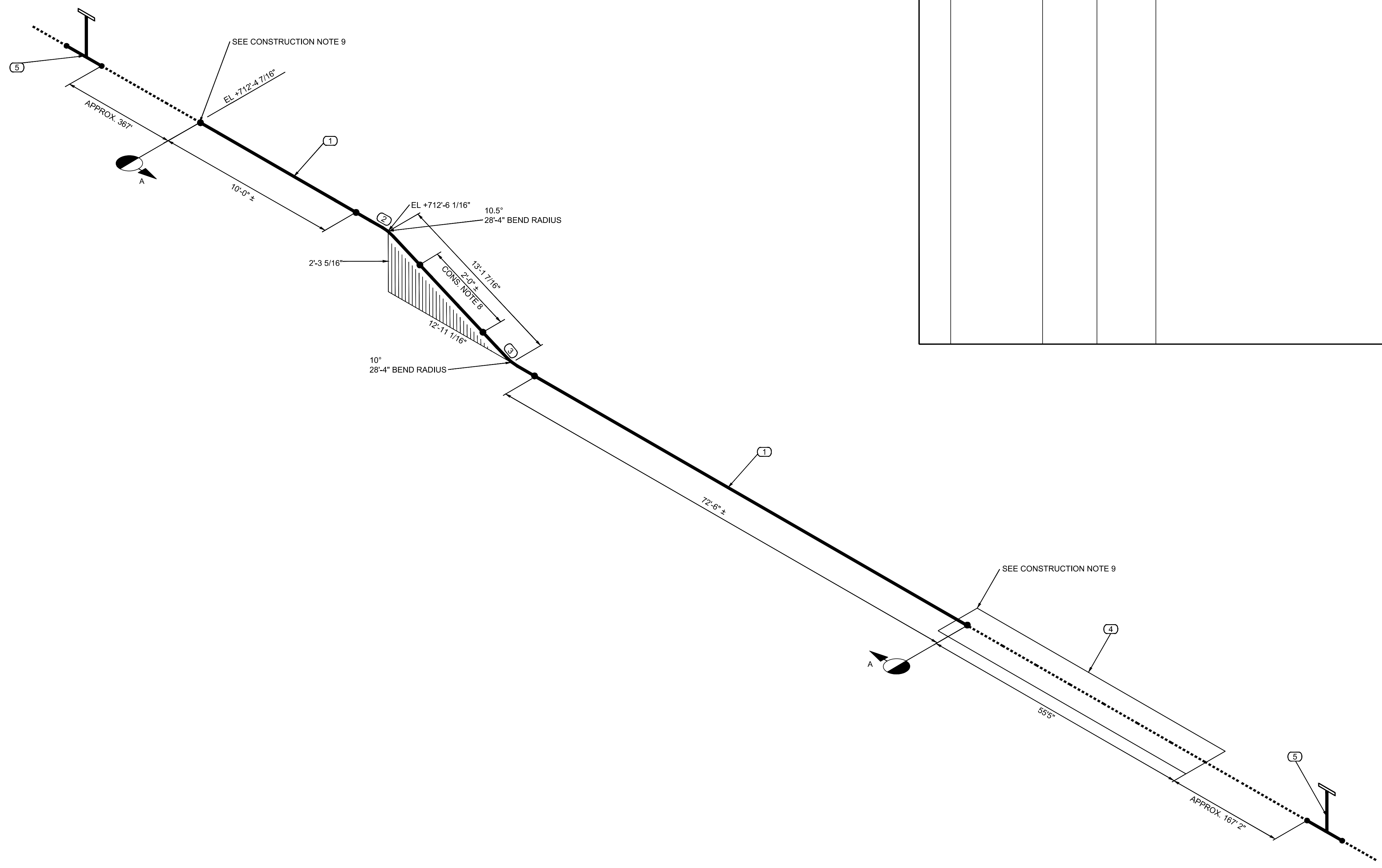
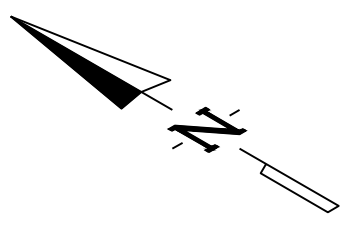
REV NO.	REVISION DESCRIPTION	DATE	CHK	APPR

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MP 406.84
 LINE 6
 PIPING
 SECTIONS AND DETAILS

BY: MNF	CHK: BPT	ENG.: E. ELMSTRAND	ENB APPR: J. SOROARDY
DATE: 2022-06-13	SCALE: AS SHOWN	STATUS: DESIGN	
DWG NO: D-6-3.72-111616-538	REV NO: 0.D		



ITEM	TAG	QUANTITY	SIZE	DESCRIPTION	MTR
1		85'	34	PIPE, SAW, API 5L PSL-2 X70, BE, NPS 34" X 0.500" WT, EXTERNALLY COATED	
2		1	34	INDUCTION BEND A, 10.5 DEGREES, 10D RADIUS, W/ 3FT TANGENTS, 0.500" WT, API-5L X70 PSL2, ASME B16.49, CVN TEST TO 14°F, EXTERNALLY COATED	
3		1	34	INDUCTION BEND B, 10.0 DEGREES, 10D RADIUS, W/ 3FT TANGENTS, 0.500" WT, API-5L X70 PSL2, ASME B16.49, CVN TEST TO 14°F, EXTERNALLY COATED	
4		55'5"	34	PRESSURE CONTAINING SLEEVE, TYPE B, 0.500" WT, ASTM A516 GR 70	
5		2	34	STOPPLE TEE, STOPPLE TEE, NPS 34, T.D. WILLIAMSON, ANSI 600 BRANCH RATING	
6		6	34x2	TORN, INTERGRATED WELDOLET TORN, C/W PLUG AND CAP, WORLDWIDE PART# 2.0-600TN-4-FF-5.0-SA350-BRASS PLUG (NOTE 7)	

- NOTES:**
- ALL PIPING SHALL COMPLY WITH ENBRIDGE SPECIFICATION D06-101 INCLUDING TEST PRESSURE CLASS.
 - ALL CARBON FLANGES, PIPE, AND FITTINGS TO BE EXTERNALLY COATED PER CS-001-LP AND/OR CS-002-LP (PLANT SUPPLIED) OR PAINTED PER CS-003-LP.
- CONSTRUCTION NOTES:**
- ALL DIMENSIONS USED IN GENERATING THIS DRAWING ARE TAKEN FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO START OF ANY WORK.
 - NOTCH TOUGHNESS TESTING (CHARPY V-NOTCH) SHALL BE COMPLETED AT THE MDMT (MINIMUM DESIGN METAL TEMPERATURE) OR BELOW.
 - CONTRACTOR SHALL FOLLOW ENBRIDGE CONSTRUCTION SPECIFICATIONS PCS-001, AND PCS-005.
 - CONTRACTOR TO ENSURE ALL MATERIAL TEST RECORDS ARE AVAILABLE AND VERIFY GRADES AND HEAT NUMBERS MATCH THE MATERIAL TEST RECORDS RECEIVED.
 - ALL INSTRUMENTS TO BE USED IN PRESSURE TESTING OF PIPE SYSTEMS COMPONENTS SHALL BE CLEAN AND IN GOOD WORKING ORDER, AND SUPPLIED WITH A CURRENT CALIBRATION CERTIFICATE.
 - LEAK TEST NOT REQUIRED PROVIDED A COMPLETE VISUAL INSPECTION TO DETECT LEAKS IS CONDUCTED AND DOCUMENTED DURING THE STRENGTH TEST.
 - TORN LOCATIONS TO BE DETERMINED BY CONTRACTOR.
 - FIELD DETERMINE FINAL LENGTH. MINIMUM DISTANCE BETWEEN GIRTH WELDS IS 8 INCHES.
 - TIE-IN WELD LOCATIONS APPROXIMATE. ACTUAL LOCATION OF TIE-INS DETERMINED BY NDE CONTRACTOR AND PLM.



Erik J. Elmstrand
 Date: 2024/08/09
 Exp. 11/30/2025
 Firm no. 184.003666

ISSUED FOR CONSTRUCTION

REV: 0.D	PROJECT TITLE: LINE 6 REPLACEMENT	SEQ #:		
A/E: 40000035	PROJ NO: 2200090			
WP NO: PUR-1844-2000014				
REV	SUBSEQUENT REVISION	DATE	CHK	APPR
0.A	ISSUED FOR 60% REVIEW	2022-06-13 MNF	BPT	E.ELMSTRAND
0.B	RE-ISSUED FOR 60% REVIEW	2024-01-23 MJB3	BPT	E.ELMSTRAND
0.C	ISSUED FOR PERMIT	2024-02-27 MJB3	BPT	E.ELMSTRAND
0.D	ISSUED FOR CONSTRUCTION	2024-08-09 MJB3	BPT	E.ELMSTRAND

REFERENCE DRAWINGS

REV NO	REVISION DESCRIPTION	DATE	CHK	APPR

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MP 406.84
LINE 6

PIPING ISOMETRIC

BY: MNF	CHK: BPT	ENG: E.ELMSTRAND	ENB APPR: J.SOROARDY
DATE: 2022-06-13	SCALE: NTS	STATUS: DESIGN	

DWG NO.: **D-6-3.701-111617-538** REV NO.: **0.D**

PRESSURE TEST DETAILS

SECTION	PRESSURE RATING	DESIGN PRESSURE	DESIGN TEMP	MIN. LEAK TEST PRESSURE	MIN. STRENGTH TEST PRESSURE	MAX. STRENGTH TEST PRESSURE	TEST DURATION (HRS)
A-A	N/A	619 PSIG	23F TO 100F	681 PSIG	860 PSIG	945 PSIG	STRENGTH TEST: 4 HOURS LEAK TEST: N/A (SEE CONSTRUCTION NOTE 6)

EXHIBIT C

PROJECT SCHEDULE

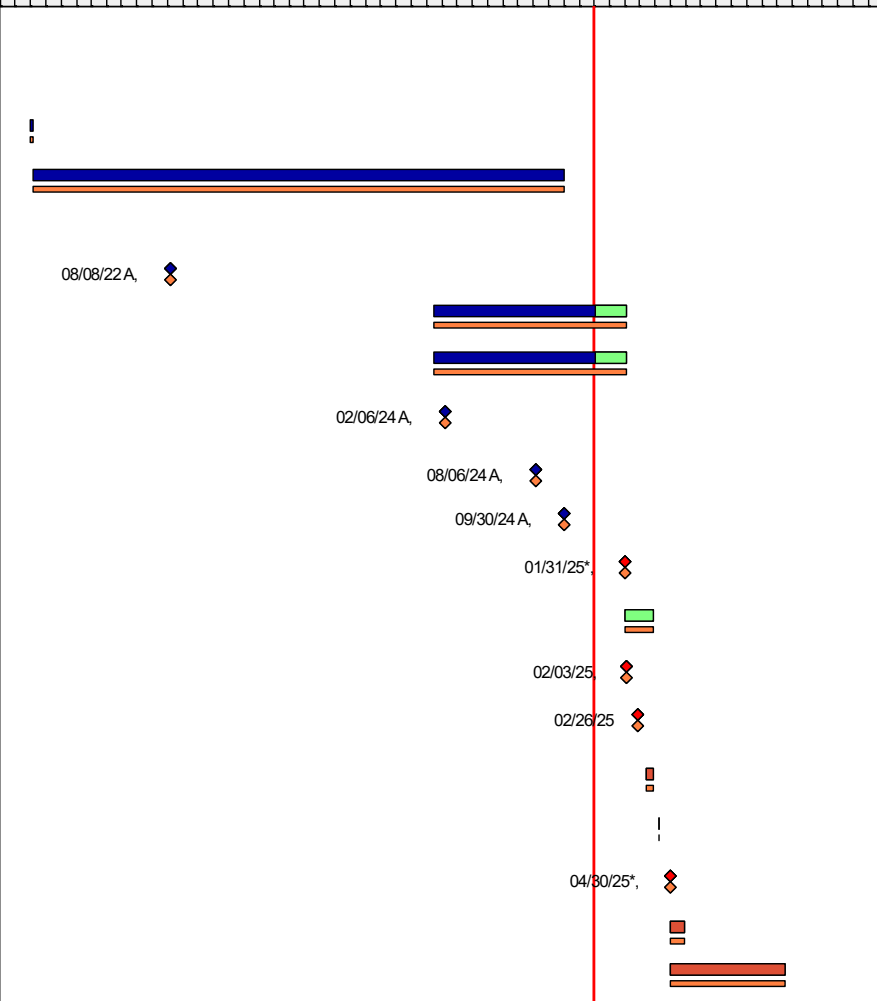


L6A Relocation at MP 407 - Naperville 4000035

GAS Core- General Layout-Naperville

Data Date: 11/30/24

Activity ID	Activity Name	Start	Finish	Remaining Duration	Total Float	2022				2023				2024				2025				2026									
						S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
L6A Relocation at MP 407 - Naperville 4000035		08/27/21 A	12/15/25	271	0																										
Level 1 Portfolio Schedule		08/27/21 A	12/15/25	271	0																										
SBV-M-100	Enbridge (Development) Stage 1	08/27/21 A	05/31/22 A	0																											
SBV-M-165	Surveys	11/01/21 A	11/05/21 A	0																											
SBV-M-105	Detailed Engineering	11/05/21 A	09/30/24 A	0																											
SBV-M-120	Enbridge Stage 2	05/31/22 A	06/15/22 A	0																											
SBV-E-250	60% Design Review		08/08/22 A	0																											
SBV-M-155	Permitting	01/15/24 A	02/03/25	44	16																										
SBV-M-145	Regulatory	01/15/24 A	02/03/25	44	16																										
SBV-M-135	90% / IFB (Issue for Bid) Package Issued		02/06/24 A	0																											
SBV-M-140	Finalize Bid Evaluation		08/06/24 A	0																											
SBV-M-130	Issue for Construction (IFC) Package Issued		09/30/24 A	0																											
SBV-M-111	Construction reimbursable agreement with the City of Naperville		01/31/25*	0	0																										
SBV-M-110	Procurement	02/01/25	03/30/25	57	9																										
SBV-M-125	Construction Contract Bid & Award		02/03/25	0	0																										
SBV-M-175	Start of Construction	02/26/25		0	0																										
SBV-C-375	Hot taps for stopple isolation	03/15/25	03/27/25	11	0																										
SBV-M-190	Outage-36H (day/night 12 hr shifts)	04/08/25	04/09/25	2	0																										
SBV-M-195	In Service Date		04/30/25*	0	0																										
SBV-M-205	Project Clean up and Demobilization	05/01/25	05/30/25	21	0																										
SBV-M-210	Project "invoicing" and close outs	05/01/25	12/15/25	158	0																										



WBS Summary
 Actual Work
 Remaining Level of Effort
 Remaining Work

EXHIBIT D

**PROJECT WORK
SCHEDULE OF COSTS**

I. CONTRACTOR COSTS

II. ENBRIDGE COSTS

EXHIBIT E
INSURANCE

EXHIBIT E

INSURANCE

Enbridge Energy, Limited Partnership (“ENBRIDGE”) shall, at their own expense, maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of Project Work as described in the Construction Reimbursement Agreement for Relocation of Enbridge Pipeline (“Agreement”) to which this Exhibit E is attached. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of A - VII according to the A.M. Best Company.

Enbridge may, at its discretion, either (1) maintain; or (2) choose to self-insure in lieu of insurance (either in whole or part), the insurance coverages required herein.

Self-Insurance. When the insurance requirements are self-insured by Enbridge in lieu of insurance, Enbridge shall, as applicable and to the extent of its obligations herein and in the Agreement, provide defense and indemnity support to the City of Naperville, the City of Aurora, and Naperville Township, and their respective officers, officials, agents, and employees, in the same manner and to the same extent, using industry standard claims adjustment practices, as if it were fully insured by a financially sound third-party insurer on insurance forms customarily available for similar operations undertaken by similar organizations at the time such obligations are realized. Where provisions herein reference provisions to be included in insurance policies, they shall apply equally to any self-insurance coverage provided by Enbridge. Enbridge’s self-insurance shall cover vicarious liability for the Contractor (as Contractor is defined in the Agreement) and for any subcontractors and their agents, employees, and representatives who perform Project Work (as Project Work is defined in the Agreement).

Where policies as provided for herein are written on a claims made basis, then the policy retroactive date must coincide with or precede the start of services under the Agreement, and the coverage shall be maintained for ten (10) years after the completion of the Project Work.

ENBRIDGE shall provide insurance in the following amounts:

a. General Liability coverage:

Limits:

Each Occurrence	\$10,000,000.00
-----------------	-----------------

including products and completed operations, property damage, bodily injury and personal & advertising injury

b. Reserved.

c. Worker's Compensation:

(i) Worker's Compensation Insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in

the event work is sublet, the Enbridge shall require each Contractor and subcontractors to provide Worker's Compensation Insurance. In the event employees engaged in hazardous work under this Agreement at the Project site are not protected under the Worker's Compensation statute, ENBRIDGE shall provide, and cause each Contractor and subcontractors to provide, adequate and suitable insurance coverage for the protection of each employee not otherwise provided.

- ii. Employer's Liability
Per occurrence for Bodily Injury or Disease \$1,000,000.00

d. Automobile Liability:

Coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

Limits:

Per occurrence for Bodily Injury and Property Damage - \$5,000,000.00

e. Combination of Primary and Umbrella Coverages:

The limits set forth in paragraphs (a) through (d) above may be met by a combination of primary and umbrella coverages.

- f. Subcontractors: ENBRIDGE shall require and verify that all the Contractor and subcontractors maintain insurance appropriate to the scope of their work as determined by Enbridge and shall ensure that the City of Naperville, the City of Aurora, and Naperville Township, and their respective officers, officials, agents, and employees, are additional insureds on insurance provided by the Contractor and subcontractors. For CGL coverage, Contractor and subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13 or equivalent. Provisions related to Waiver of Subrogation are set forth in section h.5 of this Exhibit.

g. Reserved.

h. Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. Any policy of Commercial General Liability Insurance shall include an endorsement adding the City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees as additional insureds for the Project Work described in the Agreement to which this Exhibit is attached. To the extent that Enbridge is self-insured, the City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees shall be treated as though they are additional insureds.

2. The fifty (50) foot railroad exclusion is removed through CG 2417 10 01, or equivalent, for general liability and umbrella policies.
3. The City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees, are to be added as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of ENBRIDGE and its Contractor and the subcontractors.
4. For any claims related to Project Work performed by ENBRIDGE or its Contractor and the subcontractors, insurance coverage (whether provided through ENBRIDGE self-insurance and/or through insurance policies) shall be primary insurance as respects the City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City of Naperville, the City of Aurora, or Naperville Township, or their respective officers, officials, agents, or employees, shall be excess of ENBRIDGE's insurance and ENBRIDGE's Contractor and the Subcontractors' insurance, and shall not contribute with it.

Enbridge shall provide the City with not less than 30 days' written notice of the cancellation of any insurance policy described herein.

5. Waiver of Subrogation. ENBRIDGE agrees to waive subrogation and shall require its Contractor and the subcontractors performing Project Work to waive subrogation, which any insurer thereof may acquire by virtue of the payment of any loss, and to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policies for Enbridge and Enbridge's Contractor and the subcontractors shall be endorsed with a waiver of subrogation in favor of the City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees for all Project Work performed by ENBRIDGE and/or its employees, agents, subconsultants, Contractor, and the subcontractors.
6. Verification of Coverage. Upon request, where ENBRIDGE has insurance policies Enbridge shall furnish the City of Naperville with original certificates of insurance for ENBRIDGE or its Contractor and the subcontractors, as applicable. However, failure to do so shall not operate as a waiver of these insurance requirements. When ENBRIDGE is self-insured, their obligations to provide coverage shall be as set forth in the Self-Insurance Letter provided by Enbridge.

EXHIBIT F

**GENERAL PROVISIONS
FOR UTILITY ADJUSTMENT AGREEMENTS**

GENERAL PROVISIONS FOR UTILITY ADJUSTMENT AGREEMENTS

1. In the event this adjustment is caused by the construction of the National System of Interstate and Defense Highways or Supplemental Freeway System, it is understood that the COMPANY at no time will perform any normal maintenance on the utility facilities from the through traffic lanes or shoulders of the Interstate or Supplemental Freeway Route or any ramps or shoulders leading thereto. Proper maintenance procedures to be used in cases of emergency are to be obtained from the District Engineer of the State Department of Transportation.
2. In the event any of this utility adjustment work is performed by other than COMPANY forces, the provision of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or political subdivision or by one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
3. In the event the COMPANY does not perform the relocation work with its own forces, i.e., where the COMPANY enters into a contract or agreement with the construction Contractor, or similar party, to perform such relocation work, the COMPANY shall include the clauses which follow and are made a part of the "General Provisions" in its contract, or agreement, with the Contractor. Appendix A requires that the COMPANY will not discriminate, in its choice of Contractor and that its Contractor will not discriminate in the choice of subcontractors, including procurement of materials and leases of equipment.

CONTRACTOR DISADVANTAGED BUSINESS ASSURANCE

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

NOTICE TO CONTRACTORS COMPLIANCE WITH THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance and Regulation:** The Contractor will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it, after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations of Subcontracts Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highways Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanction for Non-compliance:** In the event of the Contractor's non-compliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT G

BUY AMERICA CERTIFICATE OF COMPLIANCE

**BUY AMERICA
CERTIFICATE OF COMPLIANCE**

**LPA:
Route
Section No.
Job No.**

WE, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

(Insert Project No. and Description Here)

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These files will be available for inspection and verification by the LPA, the Illinois Department of Transportation, and/or the Federal Highway Administration.

We further certify that the total value of foreign steel as described in the Buy America requirements 23 CFR 635.410 for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____

Subscribed and sworn to before me _____ day of _____, _____
this _____

**CONSTRUCTION REIMBURSEMENT AGREEMENT
FOR REPLACEMENT OF ONEOK PIPELINE**

LPA: The City of Naperville, the City of Aurora, and Naperville Township
Route: 1509 (North Aurora)
Section: 06-00133-00-BR
Job No.: C-91-424-19
IDOT Contract No: 61G79
County: DuPage
Federal Project Number: XUXZ(984)
ONEOK Line 106W

THIS CONSTRUCTION REIMBURSEMENT AGREEMENT FOR REPLACEMENT OF ONEOK PIPELINE (“**Agreement**”) is made and entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between ONEOK North System, L.L.C. licensed to do business in the State of Illinois, (“**ONEOK**”) with offices at 4755 U.S. Route 6, Morris, IL 60450 and the City of Naperville, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, the City of Aurora, an Illinois municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois, and Naperville Township, a body politic and corporate. ONEOK and the Road Authority (as Road Authority is defined in Section 1.1 below) may be referred to in this Agreement as a “**Party**,” or together as the “**Parties**.”

For and in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Introductory Matters.

1.1 In the interest of public safety and convenience the City of Naperville, the City of Aurora, and Naperville Township (together referenced herein as the “**Road Authority**”), desire to widen and reconstruct North Aurora Road from Pennsbury Lane to Frontenac Road (hereinafter the “**NAR Project**”). The City of Naperville (“**City**”) is Lead Local Agency for said NAR Project and where it is provided herein that the City or the City of Naperville City Engineer (“**City Engineer**”) will take an action of any kind, that action shall be deemed to be taken on behalf of the Road Authority.

1.2 By way of that easement agreement dated March 9, 1970, but effective April 20, 1967, between Commonwealth Edison Company and Hydrocarbon Transportation, Inc., ONEOK has the right to install, construct, reconstruct, operate, maintain, alter, repair, replace, and remove a pipeline and related facilities within an easement granted by that agreement (the “**Easement**”). ONEOK owns, operates, and maintains an eight inch (8”) natural gas liquids pipeline and appurtenant facilities within said Easement that run north south perpendicular to the North Aurora Road in Naperville Township. A portion of ONEOK’s pipeline is currently located beneath a portion of existing North Aurora Road.

1.3 As a result of the NAR Project, and in order to preserve the integrity of ONEOK's pipeline, ONEOK will need to remove the existing pipeline which lies beneath North Aurora Road, and replace the existing pipeline with approximately one hundred and thirty (130) feet of 8" diameter pipeline to extend through the new right-of-way needed for the NAR Project road expansion (hereinafter referenced as the "**ONEOK Pipeline**" or "**Pipeline**"). The location of the ONEOK Pipeline that will need to be reconstructed and extended as provided herein is depicted on the Location Map attached hereto and made part hereof as **Exhibit A**.

1.4 The Pipeline will be replaced within property owned by Commonwealth Edison Company ("**ComEd**") for which ONEOK has an Easement.

1.5 ComEd owns a transmission pole on the north side of North Aurora Road and a distribution pole on the south side of North Aurora Road (hereinafter the "**ComEd Poles**") adjacent to the ONEOK Pipeline. ONEOK shall not be required to perform the ONEOK Work, as defined herein, until said ComEd Poles have been removed.

1.6 ONEOK desires to cooperate with the Road Authority to perform the Project Work as defined herein. Costs associated with the Project Work are partially reimbursable as provided herein.

2. Performance of Project Work.

The work that needs to be done to relocate the ONEOK Pipeline (hereinafter the "**Project**") shall be performed by ONEOK and by a contractor (the "**Contractor**") hired by ONEOK as set forth herein.

2.1 Contractor's Work. Replacement of the ONEOK Pipeline shall be performed by the Contractor in conformance with final engineering plans ("**Project Plans**") which plans have been approved by the Road Authority prior to Contractor's commencement of any work hereunder. The Project Plans shall include restoration and repaving of the roadway after completion of the ONEOK Pipeline to substantially the same condition it was in prior to construction (unless otherwise directed or agreed to in writing by the City Engineer). Upon approval, the Project Plans shall be attached to this Agreement as **Exhibit B**. The work described in this Section 2.1 is together referenced herein as the "**Contractor's Work**".

2.2 ONEOK Work. ONEOK shall be responsible to ensure performance of the Contractor's Work and shall further perform the following work: (i) design engineering required for the Project; (ii) solicitation of Contractor bids to perform Contractor's Work; (iii) obtaining necessary Project permits; (iv) material procurement; and (v) Project management, including but not limited to oversight, and management of the Contractor and Contractor's Work, and provision of a Project Status Report as set forth in Section 2.13 hereof. The work described in this Section 2.2 is together referenced herein as the "**ONEOK Work**".

2.3 Contractor's Work and ONEOK Work shall together be referenced herein as the "**Project Work**" and shall include all construction and services expressly required by or reasonably inferable from the Project Plans and the provisions of this Agreement and its

exhibits and includes all labor, materials, equipment, and services required to provide a fully functional and operable Pipeline with the adjustments and improvements described or referenced herein.

2.4 The total estimated cost of the Project Work (“**Project Estimate**”), comprised of an estimate of the cost for the Contractor’s Work and for the ONEOK Work is attached hereto and made part hereof as **Exhibit C**. The Project Estimate shall be updated to a final Project Cost as provided herein to be set forth on **Exhibit D**.

2.5 ONEOK shall cause the Contractor’s Work to be performed by the Contractor in compliance with the project schedule (“**Project Schedule**”) set forth on **Exhibit E** unless: (i) events of Force Majeure, as defined in Section 9 hereof, necessitates a delay in performance as agreed upon by the Parties; or (ii) the Project Schedule is modified by written agreement of ONEOK and the City Engineer which may be accomplished by email.

2.6 Upon receipt by ONEOK of an initial authorization to proceed (“**Initial Authorization to Proceed**”) issued by the City Engineer, ONEOK may undertake only the following components of the ONEOK Work: (i) design engineering required for the Project; and (ii) solicitation of Contractor bids to perform Contractor’s Work which bids shall be based upon a fixed lump sum amount. The ONEOK Work described in subromanettes (i) and (ii) above shall not be eligible for reimbursement hereunder until the Initial Authorization to Proceed has been given. *No Contractor’s Work or other ONEOK Work shall be undertaken, or eligible for reimbursement, until the Notice to Proceed described in Section 2.9 below has been given.

2.6.1 After receipt of bids ONEOK shall meet with the City Engineer to review and provide an overview of any bid responses prior to Contractor selection. ONEOK shall make commercially reasonable efforts to select the low bidder to perform Contractor’s Work, provided that said Contractor can comply with ONEOK’s usual terms and conditions for similar types of work. .

2.7 The Contractor shall not be an agent, employee or representative of the Road Authority.

2.8 The Project Estimate set forth on **Exhibit C** is \$689,493.00. After ONEOK selects a Contractor to perform the Contractor’s Work as provided herein, and subject to the provisions set forth in Section 2.6.2 above if applicable, ONEOK shall submit an updated total cost for the Project Work based on the Contractor proposal from the contractor ONEOK has selected to perform the Contractor’s Work (hereinafter the “**Project Cost**”). Said updated total cost shall then be attached as **Exhibit D** (“**Schedule of Costs**”) to this Agreement. Reimbursement for Project costs shall be made pursuant to submission of invoices as set forth in Section 4.6 hereof.

2.9 The Road Authority shall issue ONEOK a notice to proceed (“**Notice to Proceed**”) with construction of the Project. Said Notice to Proceed shall be given at a time

determined to be appropriate by the Road Authority after the Project has been let by IDOT and after **Exhibit D** has been finalized and made part of this Agreement.

After receipt of the Notice to Proceed, ONEOK shall cause the Contractor to commence Contractor's Work and shall perform the following components of the ONEOK Work: (i) remaining design engineering required for the Project, if any; (ii) obtaining necessary Project permits; (iii) material procurement; and (iv) Project management, including but not limited to oversight, management of the Contractor and Contractor's Work, and provision of a Project Status Report as set forth in Section 2.13 hereof.

2.10 Unless the Project Schedule is revised with the written approval of the Road Authority, Project Work shall be completed and approved by the Road Authority the later of twelve (12) months after issuance of the Notice to Proceed or three (3) months after removal of the ComEd Poles as provided in Section 1.5.

2.11 If, during the course of performance of the Contractor's Work, ONEOK or its Contractor determine that there is a need, or that for some reason it would be preferable, to modify the agreed upon Project Plans, ONEOK shall promptly contact the City Engineer to discuss the proposed modification to ensure that: (i) such modification will not increase the cost of the Contractor's Work or the ONEOK Work set forth on **Exhibit D** unless otherwise agreed to in writing by the Road Authority; and (ii) that such modification will not conflict or interfere with the improvements associated with the expansion of North Aurora Road to be undertaken by or on behalf of the Road Authority after completion of the Project Work. If the Project Plans attached to this Agreement as **Exhibit D** are modified, a revised **Exhibit D** shall be attached hereto.

2.12 At all times throughout this Agreement and upon completion of the Project Work described herein, ONEOK shall own and maintain any and all existing and relocated Pipeline and associated materials and equipment.

2.13 ONEOK shall email the City Engineer with a project status report ("**Project Status Report**") every two weeks until completion of the Project which summarizes the work done in the previous weeks and outlines the work to be completed in the upcoming weeks.

3. Compliance with laws and regulations.

3.1 Performance of the Project Work hereunder shall be in accordance with:

- 3.1.1 The Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645A&B (23 CFR 645A&B).
- 3.1.2 The "General Provisions for Utility Adjustment Agreements" attached hereto as **Exhibit F** attached hereto and made a part hereof.
- 3.1.3 FHWA requirements and applicable Federal and State laws including but not limited to the Employment of Illinois Workers on Public Works Act), rules, regulations, orders and approvals

pertaining to all Agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general as well as all those pertaining to nondiscrimination equal, employment opportunity. ONEOK shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of the Pipeline Project, ONEOK shall sign and return with its final invoice, the Certification of Compliance with Buy America attached hereto and made part hereof as **Exhibit G**.

3.1.4 **Prevailing Wage Act.** Because construction of the ONEOK Work as provided herein constitutes construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”), ONEOK shall require that all contractors and subcontractors who perform the ONEOK Work comply with the provisions of said Act, including but not limited to payment of laborers, workers and mechanics no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in DuPage County and requiring such contractors and subcontractors to comply with all wage, notice and record keeping requirements set forth in the Act. For information regarding current prevailing wage rates, refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

3.1.5 In accord with the requirements of the Illinois Public Construction Bond Act, Section 30 ILCS 550/0.01 et seq., ONEOK shall require the Contractor to provide the Road Authority with a performance bond and a payment bond in the amount of the Lump Sum Amount reflected on **Exhibit D**.

3.2 IDOT may audit bills for work performed by or on behalf of the ONEOK in accordance with Federal Highway Administration (FHWA) requirements on all projects involving the use of federal funds. ONEOK shall maintain, for a minimum of three (3) years after the completion of the ONEOK Work, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; the Agreement and all books, records, and supporting documents related to the contract shall be available for review and audit.

4. Reimbursement Obligation.

The Road Authority shall reimburse ONEOK for fifty percent (50%) of the costs set forth on **Exhibit D**/Schedule of Costs for the Project Work as follows:

4.1 Reimbursement for Contractor’s Work.

The Contractor bid on the Contractor’s Work shall be based on a fixed lump sum amount. Said lump sum amount (“**Lump Sum Amount**”), set forth in the Schedule of Costs on **Exhibit D** includes all costs for Contractor’s Work under this

Agreement. The Road Authority shall remit payment to ONEOK for reimbursements for Contractor's Work as follows and as set forth in Section 4.6 hereof.:

4.1.1 10% of the Lump Sum Amount not less than thirty (30) days prior to commencement of construction by the Contractor as set forth on the Project Schedule.

4.1.2 An additional forty percent (40%) of the Lump Sum Amount upon completion of approximately half of the Contractor's Work as determined by ONEOK and agreed upon by the Road Authority subject to: (i) provision of the Documentation specified in Subsection 4.1.5 below; and (ii) inspection and written approval of the Contractor's Work by ONEOK (which approval shall be provided to the City Engineer).

4.1.3 An additional forty percent (40%) of the Lump Sum Amount upon Substantial Completion of the ONEOK Work, as determined by ONEOK and agreed upon by the Road Authority, subject to: (i) provision of the Documentation specified in Subsection 4.1.5 below; and (ii) inspection and written approval of the Contractor's Work by ONEOK (which approval shall be provided to the City Engineer). For the purposes of this payment subsection "**Substantial Completion**" is defined as when all Project Work has been completed other than agreed upon punch list items and North Aurora Road is open for traffic.

4.1.4 10% retainage to be paid upon completion of any outstanding work (e.g. punch list items) subject to: (i) provision of any additional or final Documentation specified in Subsection 4.1.5 below; and (ii) inspection and final written approval of the Contractor's Work by ONEOK (which approval shall be provided to the City Engineer).

4.1.5 Required documentation ("**Documentation**") for the purposes of an obligation to make payment (for other than the initial 10% payment) hereunder includes the following:

- (i) A notarized application for payment documenting that the required percentage of Contractor's Work has been completed, copies of detailed Contractor and subcontractor billing statements setting forth the work performed, the number of hours and reflecting a ten percent (10%) retainage), a current waiver of lien by the Contractor (conditioned only upon payment of the requested amount) for itself and a waiver of lien for each of its subcontractors and suppliers, covering the pending payment which

waivers of lien shall be evidence that 100% of the Contractor Work completed to date has been paid for; and

- (ii) a sworn statement as to Contractor's Work listing (i) the names and address of all parties furnishing materials, labor or services in connection with said Contractor's Work; (ii) the materials, labor or services to be furnished by each such party; (iii) the full contract prices (adjusted for extras or credits previously approved in writing by Owner) for all such materials, labor or services; (iv) the amounts actually paid to each party furnishing materials, labor or services; (v) the amounts due or to become due to each such party; (vi) good faith estimates of the prices of all materials, labor and services not yet subcontracted for; (vii) a statement that there are no other contracts outstanding except as previously stated, and that there is nothing due or to become due to any party for materials, labor or services; and (viii) a statement that said sworn statement is made pursuant to Illinois law in order to induce ONEOK to make the payment requested.

4.2 Reimbursement for ONEOK Work. ONEOK's costs for the performance of ONEOK Work as set forth on **Exhibit D** – Schedule of Costs shall be submitted on a time and material basis and set forth on monthly invoices submitted to the Road Authority as provided herein. Each invoice shall set forth: (1) the hours of ONEOK Work performed to date by individual, type of work, and hourly rates; (2) other costs related to the ONEOK Work incurred to date (e.g., materials, equipment, and testing); (3) the overall percentage of ONEOK Work completed to date; (3) identifying any "Other Costs" and their purpose(s); and (4) the anticipated time needed to complete the remaining ONEOK Work. The Road Authority shall remit payment to ONEOK for ONEOK payments as set forth in Section 4.6 hereof.

4.3 Contingency Funding. Only in extremely unusual and unforeseeable circumstances shall contingency funding be approved by the Road Authority for the Contractor's Work and/or for the ONEOK Work. Such circumstances shall not include labor shortages, increased costs of materials or other components of the Project Work, conditions in the work area (other than, for example, serious environmental contamination). If the Road authority determines that circumstances exist which warrant an increase over the Lump Sum Amount, an amount of up to three percent (3%) of the total amount for the Project Work set forth on **Exhibit D** - Schedule of Costs may be approved in writing by the Road Authority (herein

“**Contingency Funding**”). Contingency Funding shall not be invoiced without prior written approval of the Road Authority.

4.4 Amendment. If unforeseen circumstances arise which the Road Authority and ONEOK agree results in a revised scope of the Project Work such that the amounts in the Schedule of Costs attached as **Exhibit D** will be insufficient to complete the Project Work, ONEOK shall give the City notice thereof as set forth in Section 13 hereof and ONEOK and the City Engineer and/or Road Authority representatives shall collaborate on options to avoid or minimize an increase in said costs. As part of that collaboration, ONEOK shall provide the City Engineer with documentation and estimated costs for the revised scope of work. Any funding sought in excess of the Contingency Funding due to an event of Force Majeure, as defined herein, or for any other reason, shall require an amendment of this Agreement.

4.5 Time is of the Essence. Time is of the essence in the performance of the Project Work under this Agreement. Failure to meet the timeframes for completion of the Project Work as set forth in the Project Schedule attached as **Exhibit E**, unless extended by written agreement of the Parties or due to an event of Force Majeure as set forth in Section 9, shall constitute a material default under this Agreement for which the Road Authority shall have the right to seek such remedies at law or in equity as it deems appropriate, including but not limited to damages caused thereby.

4.6 Invoices for Project Work.

Invoices for Project Work performed shall be sent by email to:

Matthew Calpin
Project Engineer/ City of Naperville
calpinm@naperville.il.us

With a copy to:

Andy Hynes
Engineer Manager/ City of Naperville
hynesa@naperville.il.us

4.6.1 If an invoice is for both Contractor’s Work and ONEOK Work, the invoice shall clearly delineate between the two and shall include all Documentation specified in Section 4.1.5 for the Contractor’s Work and all documentation specified in Section 4.2 above for the ONEOK Work.

4.6.2 The City shall, on behalf of the Road Authority, pay invoices submitted by ONEOK for Contractor’s Work and/or for ONEOK Work, as applicable, within forty-five (45) days after receipt thereof. Payment shall be made

as per invoice instructions. Notwithstanding the foregoing if the City disputes or seeks clarification of any aspect of an invoice, the Parties shall confer to come to an understanding and agreement as to the correct amount to be paid, and payment by the City shall be made within thirty (30) days thereafter.

5. Termination.

5.1 The Road Authority may terminate this Agreement for any reason, including, but not limited to lack of or loss of funding, by written notification to ONEOK so long as such termination occurs prior to: (i) ONEOK and the Contractor entering into an executed agreement for the Contractor Work; (ii) the Contractor having mobilized to the work site; and (iii) receipt by the City Engineer of a written notice from ONEOK that (i) and (ii) have occurred. Upon termination, the Road Authority shall be responsible for paying ONEOK up to the amount of the Contractor's Work and the ONEOK Work performed to the date of termination, as documented by ONEOK to the reasonable satisfaction of the Road Authority, plus any costs listed on **Exhibit D** for which ONEOK demonstrates it is contractually obligated to pay and which ONEOK demonstrates cannot be terminated, modified, or mitigated.

6. Indemnification.

ONEOK shall indemnify, hold harmless and defend the City of Naperville, the City of Aurora, and Naperville Township, and their respective officials, officers, employees, and agents from and against all liabilities, claims, suits, demands, proceedings, and actions, including costs and expenses of defense, arising from or related to, any loss, damage, injury, death, or damage to property resulting from, or connected to the performance of the Project Work caused by the negligent or willful misconduct of ONEOK's and Contractor's employees, agents, or contractors. However, this indemnity shall not apply to the extent of the negligent or willful misconduct of the City of Naperville, the City of Aurora, or Naperville Township, or its officials, officers, employees, agents or contractors. The provisions of this Section 6 of this Agreement shall survive completion of the Project Work and shall continue to remain in full force and effect upon the expiration or termination of this Agreement. Neither by insurance or by indemnification, or by the provisions herein, do the City of Naperville, the City of Aurora, or Naperville Township, or their officers, employees, agents, or representatives waive any defense or immunity which may be available to them at law including but not limited to those provided by the Local Governmental Employees Tort Immunity Act.

7. Insurance.

Insurance for Project Work shall be provided and maintained as set forth on **Exhibit H** attached hereto and made part hereof.

8. Assignment.

This Agreement may not be assigned by either Party without the written consent of the other Party.

9. Force Majeure.

Whenever a period of time is provided for or referenced in this Agreement for either Party to do or perform any act or obligation, neither Party shall be liable for any delays or inability to perform due to causes beyond the control of said Party such as war, riot, strike or lockout by or against either Party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God. Provided, however, that said Party shall be required to give notice of and specify the nature of the event of Force Majeure within a five (5) business days of its occurrence and the time period shall be extended for only the actual amount of time said Party is so delayed. Except as to a strike or lockout by or against either Party's own employees or suppliers, an act or omission shall not be deemed to be beyond that Party's control if committed, omitted or caused by that Party or that Party's employees, officers or agents or a subsidiary, affiliate or parent of said Party.

10. Entire Agreement.

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the Parties, with respect to the subject matter of this Agreement. This Agreement may not be amended except by an agreement in writing signed by authorized representatives of both Parties.

11. Severability.

If any term or provision of this Agreement shall be found to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement.

12. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to such state's conflicts of law rules. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

13. Notices.

Unless otherwise expressly specified or permitted by the terms hereof, every request, demand, notice or other communication provided for herein will be made in writing and any such request, demand, notice or other communication shall become effective: (a) upon personal delivery thereof, including by overnight mail or courier service; (b) in the case of notice by mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof; (c) in the case of notice by facsimile, upon receipt thereof; or (d) electronic mail (with written confirmation of receipt); provided that such

transmission is promptly confirmed by either the methods set forth in clauses (a) or (b) above, in each case addressed to each Party at its address set forth below or at such other address as such Party may from time to time designate by written notice.

The Road Authority [City of Aurora, City of Naperville, and Naperville Township (with City of Naperville as Lead Local Agency)]:

William Novack, City Engineer
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

With a copy to: Mike DiSanto, City Attorney
City of Naperville
400 S. Eagle Street
Naperville, IL 60540

With email copies to: Andy Hynes
Engineer Manager/ City of Naperville
hynesa@naperville.il.us

and

Matthew Calpin,
Project Engineer/ City of Naperville
calpinm@naperville.il.us

With a copy to: City Engineer
City of Aurora
44 E. Downer Place
Aurora, IL 60507

With a copy to: Corporation Counsel
City of Aurora
44 E. Downer Place
Aurora, IL 60507

Richard Veenstra, Esq. and Patrick Collins, Esq.
Schain, Banks, Kenny & Schwartz, Ltd.
70 W Madison St. Suite 5400
Chicago, Illinois 60602-4213

With a copy to: Naperville Township Supervisor
Attention: Eddie Bedford
139 Water Street
Naperville, IL 60540

With a copy to: Ross Secler, Esq. and Sean McGrath, Esq.
Odelson, Sterk, Murphey, Frazier & McGrath. Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805-2233

ONEOK North System, L.L.C.
ATTN: James Darby
2001 South Highway 81
Medford, OK 73759

With a copy to:
ONEOK Inc.
ATTN: Real Estate Services
100 W. Fifth Street
Tulsa, OK 74104

14. Ambiguity.

If any term of this Agreement is ambiguous, it shall not be construed for or against either Party on the basis that the Party did or did not write it.

15. Binding Effect.

This Agreement shall be binding upon the Parties and their successors and assigns.

16. Revision of Timeframes. Any timeframe provided for herein may be modified by mutual agreement of the Parties which agreement may be evidenced by letter or email.

17. Exhibits. Each exhibit referenced herein is attached to this Agreement and deemed incorporated herein in its entirety.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall, together, constitute one and the same instrument.

19. Captions. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

- 20. Breach.** If a Party breaches or otherwise violates the terms and conditions of this Agreement, then the other Party shall have the right to pursue all remedies available at law or in equity, including without limitation, specific performance of this Agreement.
- 21. No Waiver.** No waiver of any obligation or default of a Party shall be implied from the omission by a Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in any express waiver and then only for the time and to the extent therein stated.
- 22. Authority to Execute.** The undersigned each represent that they have the authority to enter into this Agreement and to bind their respective parties. Each party shall deliver, upon request of another party, copies of articles of organization bylaws, resolutions, ordinances or other documents required to legally evidence their authority to execute this Agreement.

EXHIBITS:

- Exhibit A-** Location Map
- Exhibit B-** Project Plans
- Exhibit C-** Project Estimate
- Exhibit D-** Project Cost
- Exhibit E-** Project Schedule
- Exhibit F-** General Provisions for Utility Agreements
- Exhibit G -** Certificate of Compliance with Buy America
- Exhibit H -** Insurance

IN WITNESS WHEREOF, ONEOK North System, L.L.C. and the entities which comprise the Road Authority hereto separately and severally have caused this Agreement to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

ONEOK North System, L.L.C.

Typed name: Matt Gillett

Title: VP, Natural Gas Liquids Pipelines and Terminals

Date: _____

ROAD AUTHORITY: CITY OF
NAPERVILLE, CITY OF AURORA,
NAPERVILLE TOWNSHIP

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager of the City of Naperville

Attest
By: _____
Dawn C. Portner
City Clerk

Date: _____

CITY OF AURORA

By: _____
Richard Irvin
Mayor of the City of Aurora

Attest
By: _____
Jennifer Stallings
City Clerk

Date: _____

NAPERVILLE TOWNSHIP

By: _____
Eddie Bedford
Naperville Township Supervisor

Attest
By: _____
Nathanael Sippel
Town Clerk

Date: _____

EXHIBIT A
LOCATION MAP

EXHIBIT B
PROJECT PLANS



**ONEOK Line 106W Aurora Road Replacement
DuPage, IL
FGI Reference: 0230612.00**

Open Cut Option

July 2023

Table of Contents

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Appendix 2 – Calculations

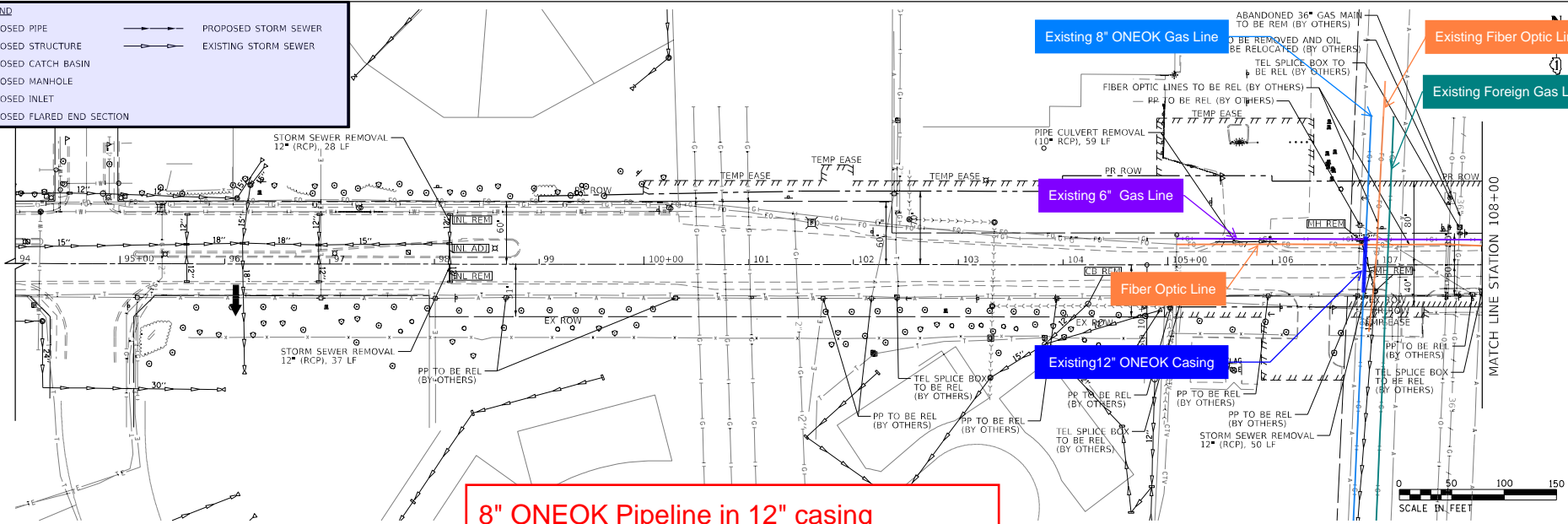
Design Pressure	9
1102 Pipeline Crossing	10
Track Load Analysis	11-12
Wheel Load Analysis	13-14

Existing Utilities - Plan View

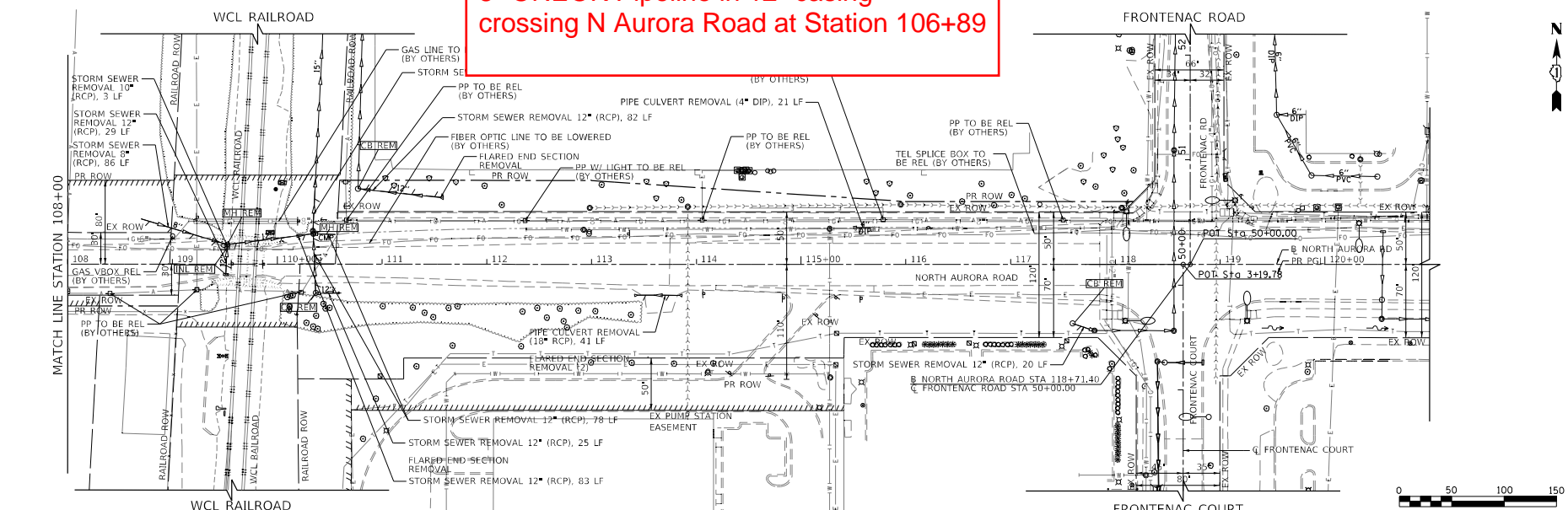
LEGEND	
	PROPOSED PIPE
	PROPOSED STRUCTURE
	PROPOSED CATCH BASIN
	PROPOSED MANHOLE
	PROPOSED INLET
	PROPOSED FLARED END SECTION
	PROPOSED STORM SEWER
	EXISTING STORM SEWER

DATE	BY

DATE	BY



**8" ONEOK Pipeline in 12" casing
crossing N Aurora Road at Station 106+89**



USER NAME : brvanderaal	DESIGNED - MKW	REVISED -
	DRAWN - BMS	REVISED -
	CHECKED - BVM	REVISED -
	DATE - 01/07/2022	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

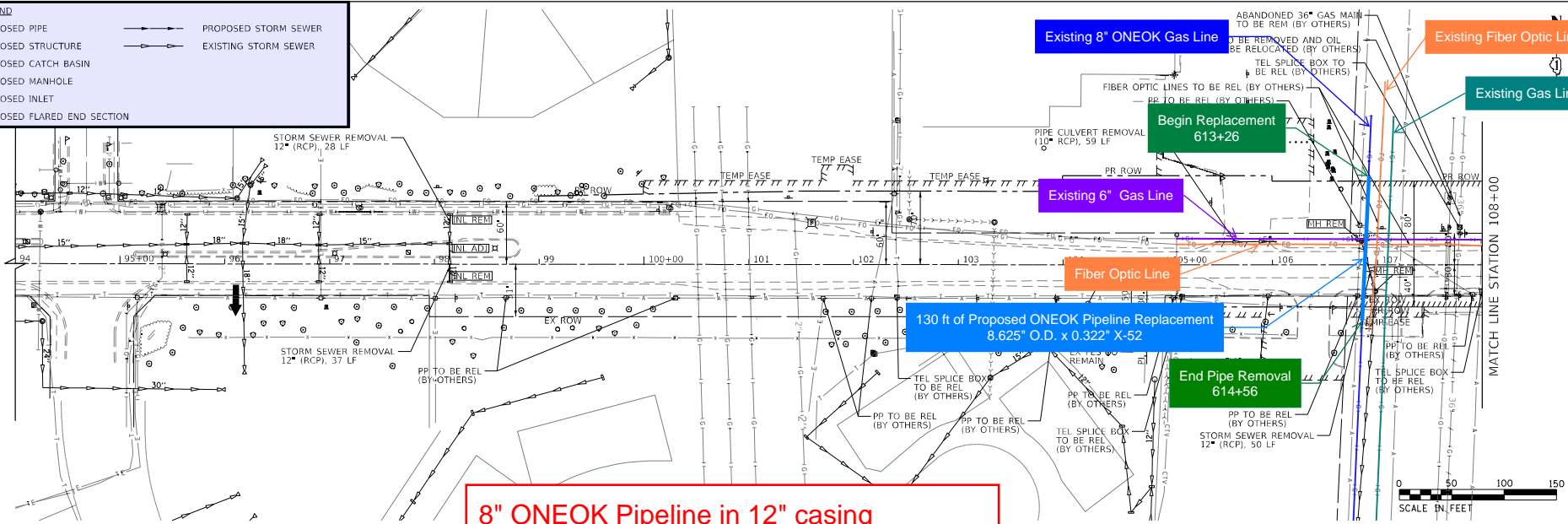
NORTH AURORA ROAD PENNINSBURY LANE TO FRONTENAC ROAD DRAINAGE REMOVAL	
SCALE: 1"=50'	SHEET 2 OF 2 SHEETS STA. 94+00.00 TO STA. 121+00.00

F.A.J. R.E. 1509	SECTION 06-00133-00-BR	COUNTY	TOTAL SHEET NO. 411
			73
			CONTRACT NO. 61C79

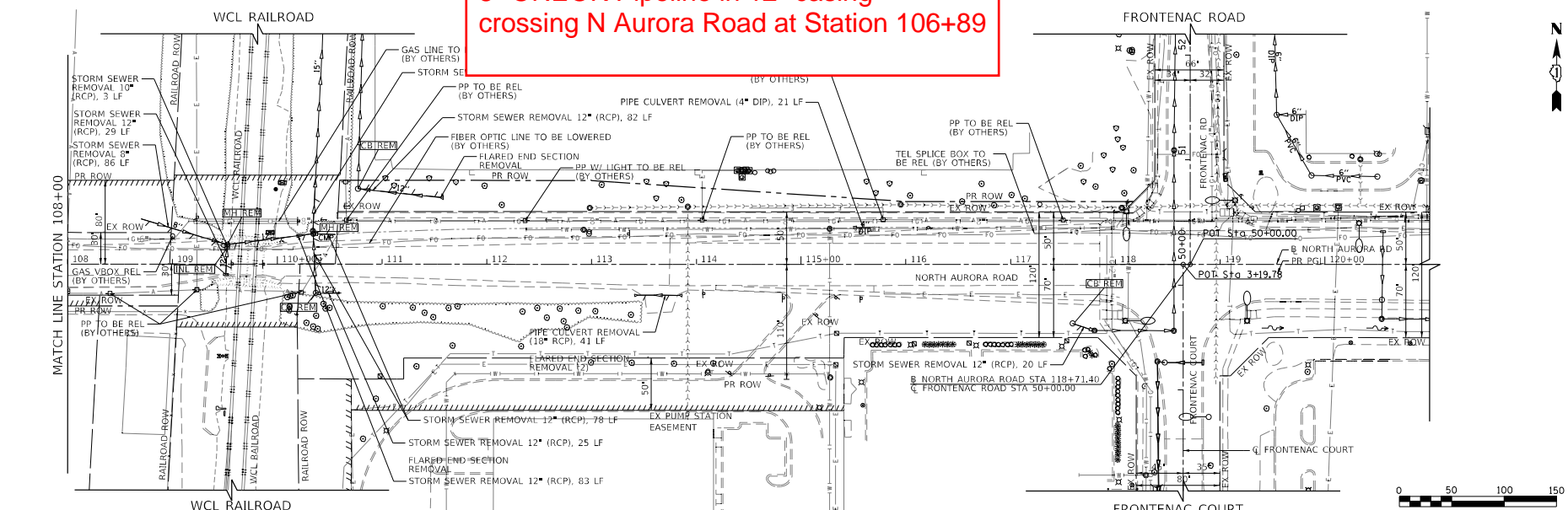
ONEOK Proposed Open Cut - Plan View

LEGEND

	PROPOSED PIPE		PROPOSED STORM SEWER
	PROPOSED STRUCTURE		EXISTING STORM SEWER
	PROPOSED CATCH BASIN		
	PROPOSED MANHOLE		
	PROPOSED INLET		
	PROPOSED FLARED END SECTION		



8" ONEOK Pipeline in 12" casing crossing N Aurora Road at Station 106+89



PLAN

DATE	
BY	
DESIGNED	
DRAWN	
CHECKED	
DATE	

PROFILE

DATE	
BY	
DESIGNED	
DRAWN	
CHECKED	
DATE	

FILE NAME: SGENCO-DRAIN REMOVAL-BR



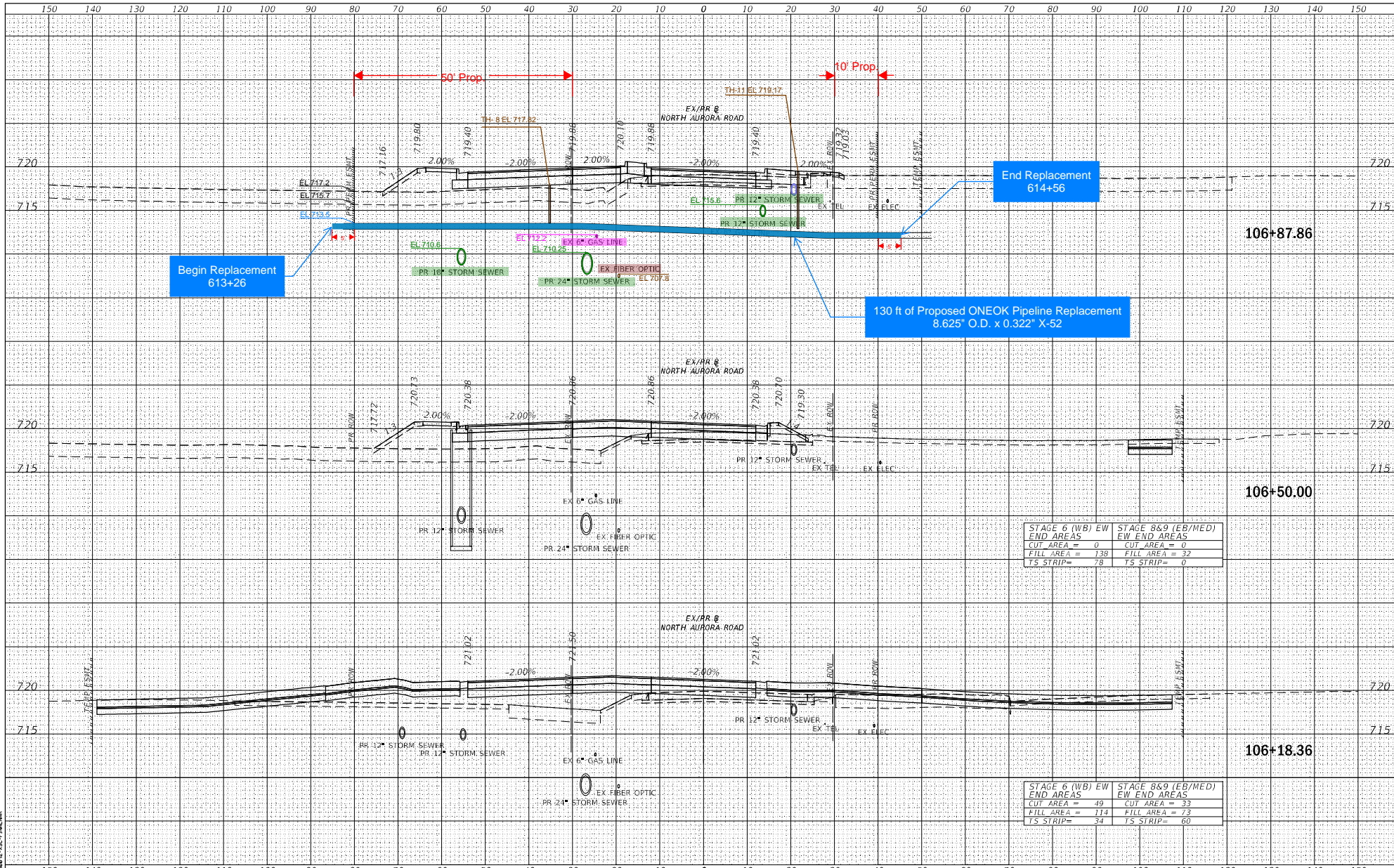
USER NAME: bbrvanderwal	DESIGNED: MKW	REVISED:
	DRAWN: BMS	REVISED:
	CHECKED: BVM	REVISED:
	DATE: 01/07/2022	REVISED:

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

NORTH AURORA ROAD PENNINSBURY LANE TO FRONTENAC ROAD DRAINAGE REMOVAL	
SCALE: 1"=50'	SHEET 2 OF 2 SHEETS STA. 94+00.00 TO STA. 121+00.00

F.A.U. NO. 1509	SECTION 06-00133-00-BR	COUNTY	TOTAL SHEETS 411
	DUPAGE		73
ILLINOIS FED. AID PROJECT			CONTRACT NO. 61C79

ONEOK Proposed Open Cut - Pipe Installation



Begin Replacement
613+26

End Replacement
614+56

130 ft of Proposed ONEOK Pipeline Replacement
8.625" O.D. x 0.322" X-52

STAGE 6 (WB) EW END AREAS	STAGE 8&9 (EB/MED) EW END AREAS
CUT AREA = 0	CUT AREA = 0
FILL AREA = 138	FILL AREA = 32
TS STRIP = 78	TS STRIP = 0

STAGE 6 (WB) EW END AREAS	STAGE 8&9 (EB/MED) EW END AREAS
CUT AREA = 49	CUT AREA = 33
FILL AREA = 174	FILL AREA = 73
TS STRIP = 34	TS STRIP = 60

DATE	
BY	
DESIGNED	
DRAWN	
CHECKED	
DATE	

DATE	
BY	
DESIGNED	
DRAWN	
CHECKED	
DATE	



USER NAME = bvwandermaal	DESIGNED - BMS	REVISED -
	DRAWN - MKW	REVISED -
	CHECKED - BVM	REVISED -
	DATE - 01/07/2022	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

FINAL NORTH AURORA ROAD
CROSS SECTIONS

SCALE: 10 H 5 V SHEET 11 OF 26 SHEETS STA. 106+18.36 TO STA. 106+87.86

F.A.U. R.T.E.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1509	06-00133-00-BR	DUPAGE	411	303
ILLINOIS FED. AID PROJECT			CONTRACT NO. 61079	

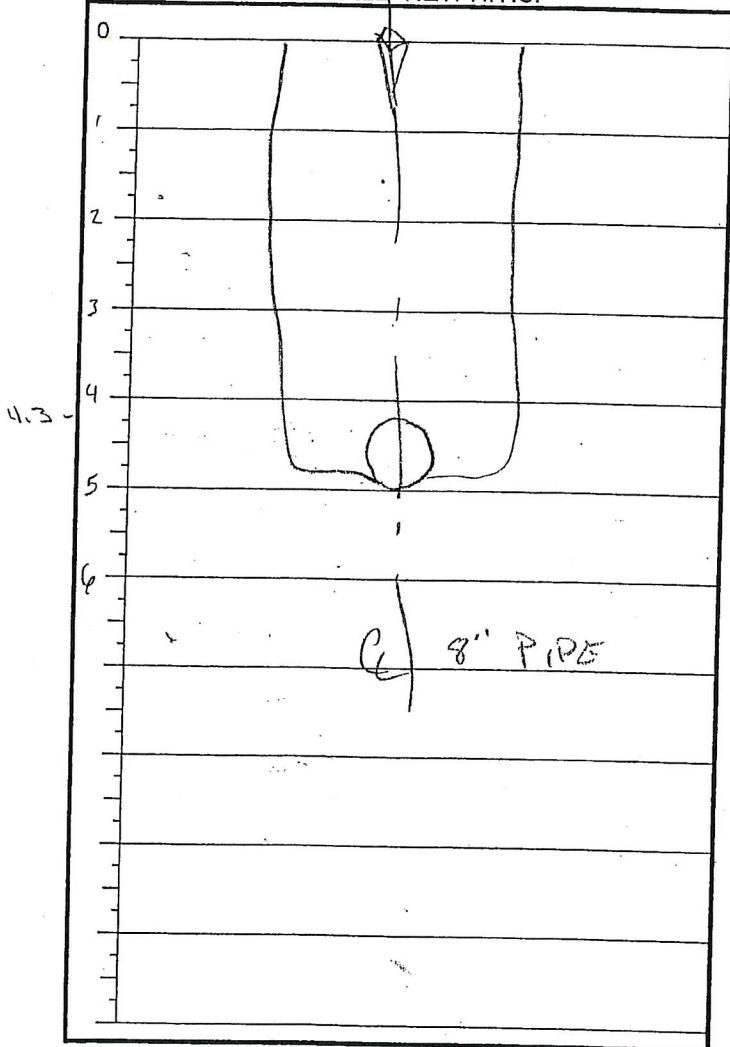
RRK - 07-11-2023

VACUUM TEST HOLE FORM

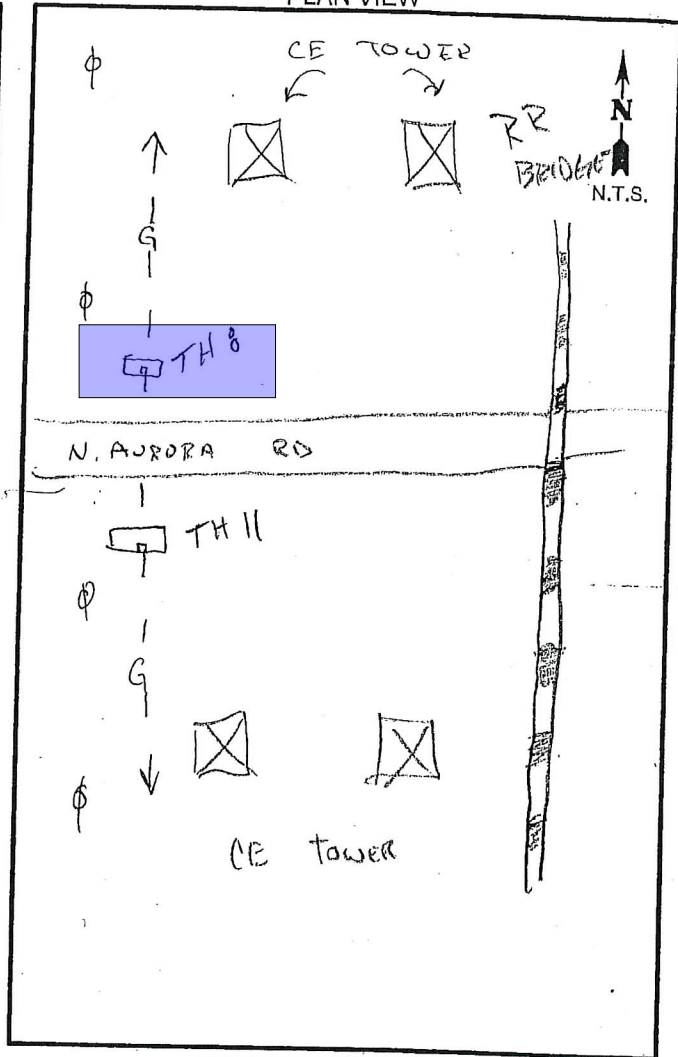
TEST HOLE #: TH 8
 FIELD BK# & PG #: 70/17
 JOB #: 216135

DATE(S) OF EXCAVATION: 5/11/17
 LOCATION: N. AURORA RD
 CREW CHIEF: CHRIS MASON

PROFILE VIEW N.T.S.



PLAN VIEW



UTILITY INFORMATION

UTILITY OWNER: ONEOK
 LOCATED UTILITY TYPE: GAS
 LOCATED UTILITY MATERIAL: STEEL
 LOCATED UTILITY SIZE: 8"
 CASING SIZE: NONE
 CORING: YES/NO (NO)
 PIPE COATING TYPE: TAR WRAP
 PVMT CONDITION PRIOR TO EXCAVATION: N/A
 ADD'L UTIL IN HOLE: NONE
 DEPTH: 4.3' DEEP
 MISC. COMMENT:

UTILITY INFORMATION

TH SURVEY MARKER: HUB TH 8
 NORTHING: 1863001.63
 EASTING: 1011689.55
 ELEV: 717.82 TOP UTIL/STRUCT
 ϕ OF UTILITY: _____ ELEV: 713.52
 NORTHING: _____ BOT UTIL/STRUCT
 EASTING: _____ ELEV: _____



AMERICAN

SURVEYING & ENGINEERING, P.C.

815-288-6231 - 841 N. Galena Ave., Dixon, IL, 61021
 630-897-4105 - 888 S. Edgelawn Dr., Suite 1759, Aurora, IL, 60506
 312-277-2000 - 150 N. Wacker Dr., Suite 2650, Chicago, IL, 60602

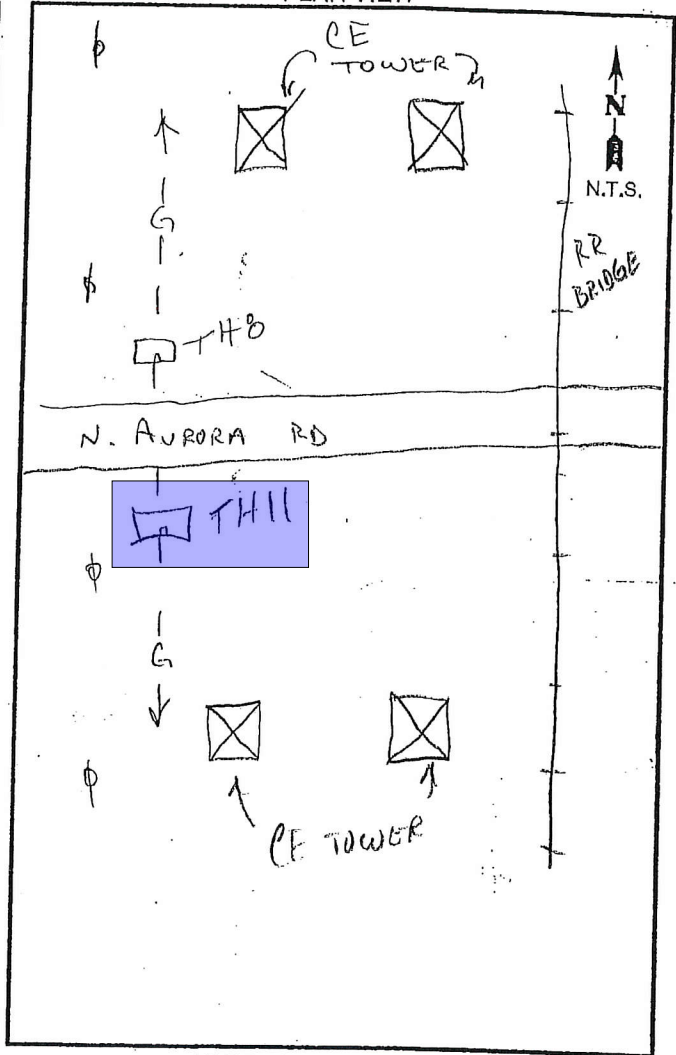
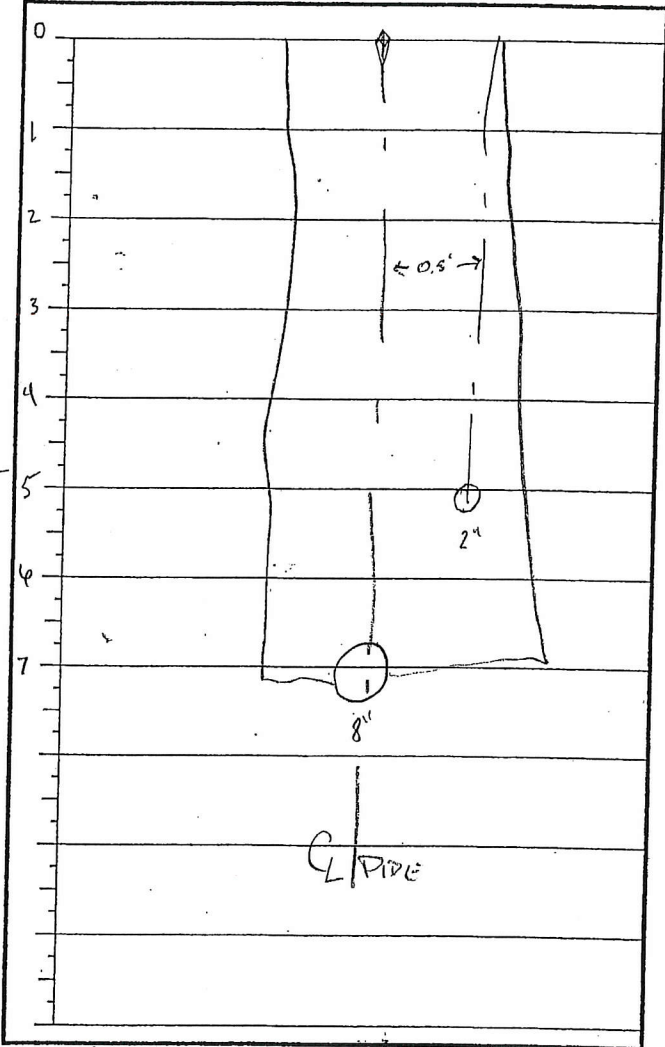
VACUUM TEST HOLE FORM

TEST HOLE #: TH 11
 FIELD BK# & PG #: 70/17
 JOB #: 216135

DATE(S) OF EXCAVATION: 5/11/17
 LOCATION: N. AURORA RD
 CREW CHIEF: CARIS MASON

HUB FLOSH @ 8"
 PROFILE VIEW N.T.S.

PLAN VIEW



UTILITY INFORMATION

UTILITY INFORMATION

UTILITY OWNER: ONEOK
 LOCATED UTILITY TYPE: GAS
 LOCATED UTILITY MATERIAL: STEEL
 LOCATED UTILITY SIZE: 8"
 CASING SIZE: NONE
 CORING: YES/NO (NO)
 PIPE COATING TYPE: TAR WRAP
 PVMT CONDITION PRIOR TO EXCAVATION: N/A
 ADD'L UTIL IN HOLE: 2" VENT PIPE (0.5' EAST)
 DEPTH: 8" @ 6.7' / 2" @ 4.9'
 MISC. COMMENT: 714.27

TH SURVEY MARKER: HUB TH 11
 NORTHING: 1862945.60
 EASTING: 1011686.39
 ELEV: 719.17 TOP UTIL/STRUCT 712.47
 ⌀ OF UTILITY: _____ ELEV: 711.30
 NORTHING: _____ BOT UTIL/STRUCT _____
 EASTING: _____ ELEV: _____



AMERICAN

SURVEYING & ENGINEERING, P.C.

815-288-6231 - 841 N. Galena Ave., Dixon, IL, 61021
 630-897-4105 - 888 S. Edgelawn Dr., Suite 1759, Aurora, IL, 60506
 312-277-2000 - 150 N. Wacker Dr., Suite 2650, Chicago, IL, 60602

Case:Design Pressure - ONEOK N Aurora Rd	Project:	
Design Pressure - Steel Pipe ASME B31.4 (Liquid)	Date:7/11/2023	

Pipe Description:

Entity Name: N/A			
Pipe Type	Pipe Line - API Specification 5L	Pipe Grade	X52
Nominal Pipe Diameter	8-5/8 inch	SMYS	52000 psi
Outside Diameter	8.625 inch	Location Class	On-Shore Pipeline F=0.72
Wall Thickness	0.322 inch	Design Factor	0.72
Wall Thickness in Analysis	NA	Joint Type	Seamless
Internal Diameter	7.981 inch	Longitudinal Joint Factor	1.0

Results:

Internal Design Pressure	2795.52 psig	
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Notes:

Reference: CFR Part 195 and ASME B31.4

Case:1102 Pipeline Crossing	Project:
API 1102 - Pipeline Crossing Highway (Liquid)	Date:7/11/2023

Pipe Description:			
Entity: N/A			
Pipe Type	Pipe Line - API Specification 5L	Location Class	
Nominal Pipe Diameter	8-5/8 inch	Design Factor	0.72
Outside Diameter	8.625 inch	Joint Type	Seamless
Wall Thickness	0.322 inch	Longitudinal Joint Factor	1.0
Wall Thickness in Analysis	NA	Youngs Modulus of Elasticity	30000000.00 psi
Pipe Grade	X52	Poisson's Ratio	0.3
SMYS	52000 psi	Coefficient of Thermal Expansion	0.0000065 1/deg F

Operational Parameters:		T - Temperature Derating Factor:	
Operating Temperature	60.0 deg F	Temperature	121.1 or less deg F
Operating Pressure	1000.00 psi	Temperature Derating Factor	1.000

Installation and Site Characteristics:			
Soil Characteristics:	Soft to medium clays and silts with high plasticities		
E' - Modulus of Soil Reaction	200.00 psi	Pipe Depth	71.000 inch
Er - Resilient Modulus	5000.00 psi	Bored Diameter	14.800 inch
Average Unit Weight of Soil	120.00 lb/ft3	Allowable Total Stress Factor	0.72
Pavement Type:	Flexible	Installation Temperature	60.0 deg F
Impact Factor Method:	ASCE - Highway	Design Wheel Load from Single Axle	25000.00 lbf
		Design Wheel Load from Tandem Axles	10000.00 lbf

Stress Check Method:		
API 1102 Procedure		

Results			
Hoop Stress	25500.01 psi	Highway Stiffness Factor for Cyclic Longitudinal Stress	14.4
Allowable Hoop Stress	40320.00 psi	Highway Geometry Factor for Cyclic Longitudinal Stress	1.01
Stiffness Factor for Earth Load Circumferential Stress	3313	Cyclic Longitudinal Stress	1484.00 psi
Burial Factor for Earth Load Circumferential Stress	1.09	Maximum Circumferential Stress	30475.39 psi
Excavation Factor for Earth Load Circumferential Stress	1.11	Maximum Longitudinal Stress	10041.67 psi
Circumferential Stress from Earth Load	3526.39 psi	Maximum Radial Stress Result	-1000.00 psi
Impact Factor	1.47	Total Effective Stress	27660.04 psi
Critical Case: Tandem Axles	69.4	Allowable Effective Stress	40000.00 psi
Highway Stiffness Factor for Cyclic Circumferential Stress	19.3	Fatigue Resistance of Girth Welds	8571.00 psi
Highway Geometry Factor for Cyclic Circumferential Stress	0.99	Fatigue Resistance of Longitudinal Welds	16428.57 psi
Cyclic Circumferential Stress	1949.00 psi		

Stress	Calculated psi	Allowable psi	PASS/FAIL
Barlow Stress	25500.00	40320.00	PASS
Effective Stress	27660.00	40000.00	PASS
Girth Welds	1483.70	8571.00	PASS
Long. Welds	1949.00	16428.60	PASS

Notes:

Reference: API RP 1102 "Steel Pipelines Crossing RailRoads And Highways"

Comment: Assumed that minimum depth of replacement ONEOK pipeline is 71 inch (N Aurora Road to Top of Pipe)

Case:Track Load Analysis	Project:
Track Load Analysis (Liquid)	Date:7/11/2023

Pipe and Operational Data:			
Entity: N/A			
Pipe Type	Pipe Line - API Specification 5L	Design Class Location	1
Nominal Pipe Diameter	8-5/8 inch	Operating Class	1
Outside Diameter	8.625 inch	Maximum Allowable Internal Stress	72 percent
Wall Thickness	0.322 inch	Maximum Allowable Combined Stress	80 percent
Wall Thickness in Analysis	NA	Kb Bending Coefficient	0.235
Pipe Grade	X52	Kz Deflection Coefficient	0.108
SMYS	52000 psi	Pipe Internal Pressure	1440.00 psi

Installation and Site Characteristics:			
Soil Type	Saturated Clay	Weight per Unit of Backfill	130.00 lb/ft3
Crossing Construction Type	Open Cut	H - Vertical Depth of the Soil Cover	26.500 inch
B - Trench Width	12.000 inch	K _μ Friction Force Coefficient	0.110

Loading Parameters:			
Operating Weight (Object with Tracks)	54900.0 lb	Include Longitudinal Bending Stress In Calculation	No
Width of Standard Track Shoe	24.000 inch	X - Longitudinal Distance	
Length of the Track on the Ground	9.60 ft	Y - Vertical Deflection	
Impact Factor	1.5		

Include Interpolation Method (for Influence Coefficient): No

Results			
Cd Load Coefficient	1.749	Wt Total Track Load	69.36 lbf/in
Wc Load due to Overburden	18.94 lbf/in	WT Total Load	88.30 lbf/in
m-Influence Factor	0.45	Sb Longitudinal Bending Stress	0 psi
n-Influence Factor	2.2	Sc Circumferential Stress	3955.63 psi
Ic Influence Coefficient	0.540	Sh Hoop Stress	19285.72 psi
Qd Max Static Pressure	772.031 lb/ft2	St Total Circumferential Stress	23241.35 psi
		S Total Combined Stress	23241.35 psi
Percent of SMYS (S/SMYS)*100	44.695	Below Maximum Combined Stress	

Notes:

Reference: ASME B31.8 and "Evaluation of Buried Pipe Encroachments", Battelle Petroleum Technology "

Comment: Assumed that minimum depth of existing ONEOK pipeline is 26.5 inch (proposed subgrade undercut to top of pipe) - North Side of the N Aurora Road

Case:Track Load Analysis	Project:
Track Load Analysis (Liquid)	Date:7/11/2023

Pipe and Operational Data:			
Entity: N/A			
Pipe Type	Pipe Line - API Specification 5L	Design Class Location	1
Nominal Pipe Diameter	8-5/8 inch	Operating Class	1
Outside Diameter	8.625 inch	Maximum Allowable Internal Stress	72 percent
Wall Thickness	0.322 inch	Maximum Allowable Combined Stress	80 percent
Wall Thickness in Analysis	NA	Kb Bending Coefficient	0.235
Pipe Grade	X52	Kz Deflection Coefficient	0.108
SMYS	52000 psi	Pipe Internal Pressure	1440.00 psi

Installation and Site Characteristics:			
Soil Type	Saturated Clay	Weight per Unit of Backfill	130.00 lb/ft3
Crossing Construction Type	Open Cut	H - Vertical Depth of the Soil Cover	44.5 inch
B - Trench Width	12.000 inch	Kμ Friction Force Coefficient	0.110

Loading Parameters:			
Operating Weight (Object with Tracks)	54900.0 lb	Include Longitudinal Bending Stress In Calculation	No
Width of Standard Track Shoe	24.000 inch	X - Longitudinal Distance	
Length of the Track on the Ground	9.60 ft	Y - Vertical Deflection	
Impact Factor	1.5		

Include Interpolation Method (for Influence Coefficient): No

Results			
Cd Load Coefficient	2.535	Wt Total Track Load	42.77 lbf/in
Wc Load due to Overburden	27.45 lbf/in	WT Total Load	70.23 lbf/in
m-Influence Factor	0.27	Sb Longitudinal Bending Stress	0 psi
n-Influence Factor	1.3	Sc Circumferential Stress	3145.83 psi
Ic Influence Coefficient	0.333	Sh Hoop Stress	19285.72 psi
Qd Max Static Pressure	476.086 lb/ft2	St Total Circumferential Stress	22431.55 psi
		S Total Combined Stress	22431.55 psi
Percent of SMYS (S/SMYS)*100	43.138	Below Maximum Combined Stress	

Notes:

Reference: ASME B31.8 and "Evaluation of Buried Pipe Encroachments", Battelle Petroleum Technology "

Comment: Assumed that minimum depth of existing ONEOK pipeline is 44.5 inch (proposed subgrade undercut to top of pipe) - North Side of the N Aurora Road

Case: Demo - Wheel Load Analysis (Liquid)	Project:
Wheel Load Analysis (Liquid)	Date: 08/19/2018

Pipe and Operational Data:			
Entity: N/A			
Pipe Type	Pipe Line - API Specification 5L	Design Class Location	1
Nominal Pipe Diameter	8-5/8 inch	Operating Class	1
Outside Diameter	8.625 inch	Maximum Allowable Internal Stress	72 percent
Wall Thickness	0.322 inch	Maximum Allowable Combined Stress	80 percent
Wall Thickness in Analysis	NA	Kb Bending Coefficient	0.294
Pipe Grade	X52	Kz Deflection Coefficient	0.110
SMYS	52000 psi	Pipe Internal Pressure	1440 psi

Installation and Site Characteristics:			
Soil Type	Saturated Clay	Weight per Unit of Backfill	120 lb/ft3
Top Layers/Pavement Type & Material	No Pavement	Modulus of Elasticity of the Top Layers	15000.00 psi
Crossing Construction Type	Open Cut-Rock	Modulus of Elasticity of the Soil Cover	15000.00 psi
H1 - Thickness of the Pavement Layers	0 inch	Poisson's Ratio of the Top Layers	0.35
H2 - Depth of Soil Cover	26.5 inch	Poisson's Ratio of the Soil Cover	0.35
B - Trench Width	12 inch	K _φ Friction Force Coefficient	0.110

Loading Parameters:			
Concentrated Surface Load:	40000 lb	Include Longitudinal Bending Stress In Calculation	No
Impact Factor	1.5	X - Longitudinal Distance	0 ft
		Y - Vertical Deflection	0 inch

Results			
Cd Load Coefficient	1.749	Sb Longitudinal Bending Stress	0 psi
Wc Load due to Overburden	17.48 lbf/in	Sc Circumferential Stress	20576.90 psi
Wv Average Vehicular Load	351.29 lbf/in	Sh Hoop Stress	19285.72 psi
WT Total Load	368.77 lbf/in	St Total Circumferential Stress	39862.62 psi
		S Total Combined Stress	39862.62 psi
Percent of SMYS (S/SMYS)*100	76.659	Below Maximum Combined Stress	

Notes:

Reference: ASME B31.8 and "Evaluation of Buried Pipe Encroachments", Battelle Petroleum Technology "

Comment: Assumed that minimum depth of existing ONEOK pipeline is 26.5 inch (proposed subgrade undercut to top of pipe) - North Side of the N Aurora Road

Case: Demo - Wheel Load Analysis (Liquid)	Project:	
Wheel Load Analysis (Liquid)	Date: 08/19/2018	

Pipe and Operational Data:			
Entity: N/A			
Pipe Type	Pipe Line - API Specification 5L	Design Class Location	1
Nominal Pipe Diameter	8-5/8 inch	Operating Class	1
Outside Diameter	8.625 inch	Maximum Allowable Internal Stress	72 percent
Wall Thickness	0.322 inch	Maximum Allowable Combined Stress	80 percent
Wall Thickness in Analysis	NA	Kb Bending Coefficient	0.294
Pipe Grade	X52	Kz Deflection Coefficient	0.110
SMYS	52000 psi	Pipe Internal Pressure	1440 psi

Installation and Site Characteristics:			
Soil Type	Saturated Clay	Weight per Unit of Backfill	120 lb/ft3
Top Layers/Pavement Type & Material	No Pavement	Modulus of Elasticity of the Top Layers	15000.00 psi
Crossing Construction Type	Open Cut-Rock	Modulus of Elasticity of the Soil Cover	15000.00 psi
H1 - Thickness of the Pavement Layers	0 inch	Poisson's Ratio of the Top Layers	0.35
H2 - Depth of Soil Cover	44.5 inch	Poisson's Ratio of the Soil Cover	0.35
B - Trench Width	12 inch	K _μ Friction Force Coefficient	0.110

Loading Parameters:			
Concentrated Surface Load:	40000 lb	Include Longitudinal Bending Stress In Calculation	No
Impact Factor	1.5	X - Longitudinal Distance	0 ft
		Y - Vertical Deflection	0 inch

Results			
Cd Load Coefficient	2.535	Sb Longitudinal Bending Stress	0 psi
Wc Load due to Overburden	25.34 lbf/in	Sc Circumferential Stress	8365.14 psi
Wv Average Vehicular Load	124.58 lbf/in	Sh Hoop Stress	19285.72 psi
WT Total Load	149.92 lbf/in	St Total Circumferential Stress	27650.86 psi
		S Total Combined Stress	27650.86 psi
Percent of SMYS (S/SMYS)*100	53.175	Below Maximum Combined Stress	

Notes:

Reference: ASME B31.8 and "Evaluation of Buried Pipe Encroachments", Battelle Petroleum Technology "

Comment: Assumed that minimum depth of existing ONEOK pipeline is 44.5 inch (proposed subgrade undercut to top of pipe) - North Side of the N Aurora Road

EXHIBIT C

PROJECT ESTIMATE

PROJECT SPONSOR: 3P PROJECT MANAGER: James Darby		Aurora Rd Expansion		10/30/2024 Revision: 2		
Objectives						
- Protect ONEOK pipeline from Rd expansion						
General						
- The MOP is						
- Schedule:						
- Requested In Service: TBD						
- Targeted In Service: TBD						
Risks & Assumptions						
50% Reimbursable						
Facility/Measurement Scope						
General Exclusions						
- No capital included for line fill						
ESTIMATE LEVEL		FEL-2 +/- 30%			Tax Exempt? No	
	Tab 1	Tab 2	Tab 3	Tab 4	Tab 5	Total
Material & Equipment	\$ 8,450	\$ -	\$ -	\$ -	\$ -	\$ 8,450
Civil	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mechanical	\$ 483,000	\$ -	\$ -	\$ -	\$ -	\$ 483,000
Electrical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Inspection	\$ 47,500	\$ -	\$ -	\$ -	\$ -	\$ 47,500
Land/ROW	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ 9,000
Environmental/Permitting	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Other	\$ 15,295	\$ -	\$ -	\$ -	\$ -	\$ 15,295
Subtotal	\$ 651,245	\$ -	\$ -	\$ -	\$ -	\$ 651,245
Contingency	\$ 21,967	\$ -	\$ -	\$ -	\$ -	\$ 21,967
Overhead	\$ 16,281	\$ -	\$ -	\$ -	\$ -	\$ 16,281
Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 689,493	\$ -	\$ -	\$ -	\$ -	\$ 689,493
Total Pipeline and Facilities						
	\$ 651,245.0					
<i>ONEOK Project Overhead (5.5%)</i>						
	\$ 16,281.1					
Total Contingency						
	\$ 21,967.4	3%				
Total Project						
	\$ 689,493.5					
Estimate Fairway						
Upside	Base [i.e. excluding contingency, overhead, and AFUDC]		Downside			
\$ 424,870.0	\$ 667,526.1	\$ 706,595.0				

EXHIBIT D

SCHEDULE OF COSTS

EXHIBIT E

PROJECT SCHEDULE

Tentative Schedule that will be improved once construction packages have been developed.

- Permitting and Bid package development
 - 2 Weeks
- Contracting
 - 2 Weeks
- Staking
 - 1 Week
- Construction
 - 2 Weeks
- As-builts/ Closeout
 - 1 Week
- **Total**
 - **8 Weeks**

EXHIBIT F

GENERAL PROVISIONS FOR UTILITY AGREEMENTS

GENERAL PROVISIONS FOR UTILITY ADJUSTMENT AGREEMENTS

1. In the event this adjustment is caused by the construction of the National System of Interstate and Defense Highways or Supplemental Freeway System, it is understood that the COMPANY at no time will perform any normal maintenance on the utility facilities from the through traffic lanes or shoulders of the Interstate or Supplemental Freeway Route or any ramps or shoulders leading thereto. Proper maintenance procedures to be used in cases of emergency are to be obtained from the District Engineer of the State Department of Transportation.
2. In the event any of this utility adjustment work is performed by other than COMPANY forces, the provision of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or political subdivision or by one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
3. In the event the COMPANY does not perform the relocation work with its own forces, i.e., where the COMPANY enters into a contract or agreement with the construction Contractor, or similar party, to perform such relocation work, the COMPANY shall include the clauses which follow and are made a part of the "General Provisions" in its contract, or agreement, with the Contractor. Appendix A requires that the COMPANY will not discriminate, in its choice of Contractor and that its Contractor will not discriminate in the choice of subcontractors, including procurement of materials and leases of equipment.

CONTRACTOR DISADVANTAGED BUSINESS ASSURANCE

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

NOTICE TO CONTRACTORS COMPLIANCE WITH THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance and Regulation:** The Contractor will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it, after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations of Subcontracts Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanction for Non-compliance:** In the event of the Contractor's non-compliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT G

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA

**BUY AMERICA
CERTIFICATE OF COMPLIANCE**

**LPA:
Route
Section No.
Job No.**

WE, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

(Insert Project No. and Description Here)

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These files will be available for inspection and verification by the LPA, the Illinois Department of Transportation, and/or the Federal Highway Administration.

We further certify that the total value of foreign steel as described in the Buy America requirements 23 CFR 635.410 for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____

Subscribed and sworn to before me _____ day of _____, _____
this _____

EXHIBIT H
INSURANCE

ONEOK North Systems LLC (“**ONEOK**”) shall at its own expense, maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of Project Work (including both the Contractor’s Work and the ONEOK Work) as described in the Construction Reimbursement Agreement for Relocation of ONEOK Pipeline and having a rating of A - VII according to the A.M. Best Company.

ONEOK may, at its discretion, either (1) maintain; or (2) choose to self-insure in lieu of insurance (either in whole or part), the insurance coverages required herein as provided herein.

Self-Insurance. When the insurance requirements are self-insured by ONEOK in lieu of insurance, ONEOK shall only be financially responsible for insurable costs from the first dollar up to the stated amount associated with each coverage in the Insurance section. ONEOK shall, as applicable and to the extent of its obligations herein, provide defense and indemnity support to the entities which comprise the Road Authority (the City of Aurora, the City of Naperville, and Naperville Township) in the same manner and to the same extent, using industry standard claims adjustment practices, as if it were fully insured by a financially sound third-party insurer on insurance forms customarily available for similar operations undertaken by similar organizations at the time such obligations are realized.

Where policies are permitted to be written on a claims made basis, then the policy retroactive date must coincide with or precede the start of services under the Agreement.

ONEOK shall provide insurance in following amounts and in accord with the provisions set forth herein. Notwithstanding the foregoing, except for General Liability coverage set forth below which ONEOK shall provide subject to the provisions set forth herein, ONEOK’s general contractor (hereinafter “**Contractor**”) for the Project Work and any subcontractors for the Project Work (hereinafter “**Subcontractors**”), which Project Work is the subject of the Agreement to which this Exhibit is attached and made part of, may provide other insurance specified herein in lieu of ONEOK so long as said insurance is in the same amounts and includes the same provisions set forth herein.

- a. General Liability coverage (occurrence Form CG 00 01 or equivalent):

Limits:	
Each Occurrence	\$10,000,000.00
including products and completed operations, property damage, bodily injury and personal & advertising injury	

b. Worker's Compensation:

- (i) Worker's Compensation Insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in the event work is sublet, the Consultant shall require each subconsultant to provide Worker's Compensation Insurance. In the event employees engaged in hazardous work under this Agreement at the Project site are not protected under the Worker's Compensation statute, ONEOK shall provide, and cause each contractor to provide, adequate and suitable insurance coverage for the protection of each employee not otherwise provided.
- ii. Employer's Liability
Per occurrence for Bodily Injury or Disease \$2,000,000.00

c. Automobile Liability:

Coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed.

Limits:

Per occurrence for Bodily Injury and Property Damage - \$5,000,000.00

d. Combination of Primary and Umbrella Coverages:

The limits set forth in paragraphs (a) through (d) above may be met by a combination of primary and umbrella coverages.

e. Subcontractors:

ONEOK shall require and verify that all the Contractor and Subcontractors maintain insurance meeting all requirements stated herein for the Project Work described in the Agreement to which this Exhibit is attached, including but not limited to ensuring that the City of Naperville, the City of Aurora, and Naperville Township, and their respective officers, officials, agents, and employees, are additional insureds on insurance provided by the Contractors and Subcontractors.

g. Reserved.

h. Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The policy of Commercial General Liability Insurance shall include an endorsement adding the City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees as additional insureds for the Project Work described in the Agreement to which this Exhibit is attached.
2. The fifty (50) foot railroad exclusion is removed for general liability and umbrella policies.
3. The City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees, are to be added as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of ONEOK and its Contractor and the Subcontractors.
4. For any claims related to Project Work performed by ONEOK or its Contractor and the Subcontractors, insurance coverage shall be primary insurance as respects the City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City of Naperville, the City of Aurora, or Naperville Township, or their respective officers, officials, agents, or employees, shall be excess of ONEOK's insurance and ONEOK's Contractor and the Subcontractors' insurance, and shall not contribute with it.
5. Each certificate of insurance and policy for the insurance described herein shall contain a provision that termination or failure to renew the policy shall not be made without thirty (30) days written notice to the City.

i. Waiver of Subrogation

ONEOK agrees to waive subrogation and shall require its Contractor and the Subcontractors performing Project Work to waive subrogation, which any insurer thereof may acquire by virtue of the payment of any loss, and to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policies for ONEOK and ONEOK's Contractor and the Subcontractors shall be endorsed with a waiver of subrogation in favor of the City of Naperville, the City of Aurora, Naperville Township, and their respective officers, officials, agents, and employees for all Project Work performed by ONEOK and/or its employees, agents, subconsultants, the Contractor, and any Subcontractors.

j. Verification of Coverage

Upon request, ONEOK shall furnish the City of Naperville with original certificates of insurance for ONEOK and its Contractor and any Subcontractors, as applicable. However, failure to do so shall not operate as a waiver of these insurance requirements.



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Naperville	DuPage	06-00133-00-BR	C-91-424-19
Project Number	Contact Name	Phone Number	Email
XUXZ(984)	Andrew Hynes, PE	(630) 548-2958	hynesa@naperville.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
North Aurora Road	FAU 1509	0.71 Mile	022-9950
Location Termini			<input type="button" value="Add Location"/>
Station 98+00 to Station 126+60			<input type="button" value="Remove Location"/>

Project Description

This project involves widening the North Aurora Road underpass under the Wisconsin Central Ltd. (WCL) and Burlington Northern and Santa Fe (BNSF) Railways. The work consists of pavement removal; curb and gutter removal and replacement; roadway reconstruction, including pavement widening, channelization, sidewalk and multiuse path; grading; storm sewer and drainage structure adjustments and installation; stormwater detention culverts; pump station; maintenance of traffic; erosion control; landscaping; pavement markings; retaining wall; railroad shoofly; railroad bridge; utility coordination, relocation and adjustments; and all incidental and collateral work as necessary to complete the improvement shown herein and as described in the specifications.

Engineering Funding: Federal MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
TranSystems	Zachary Pucel	(847) 636-3156	zjpucel@transystems.com
Address	City	State	Zip Code
1475 E. Woodfield Road, Suite 600	Schaumburg	IL	60173

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of

Resident Construction Supervisor	Transportation Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
TranSystems	43-0839725	\$2,732,334.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Interra, Inc.	36-4045796	\$183,978.00
Subconsultant Total		\$183,978.00
Prime Consultant Total		\$2,732,334.00
Total for all work		\$2,916,312.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name
Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency

Prime Consultant (Firm) Name

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**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

--

SCOPE OF ENGINEERING SERVICES

This scope of work includes Phase III construction engineering, construction management, and administration for the North Aurora Road Reconstruction from Pennsbury Lane to Frontenac Road in the City of Naperville. The project includes:

Reconstruction and widening of existing pavement, pump station, railroad overpass removal and reconstruction, railroad shoofly bridge, retaining wall modifications, installation of curb and gutter, watermain, sanitary sewer, storm sewer, storm water detention basin, roadway lighting, sidewalk, shared-use path, utility relocations, pavement markings and signage, erosion control and protection, traffic control and protection and other related and incidental work shown in plans.

Construction Inspection Services

TranSystems will provide the resident engineer, inspectors, and along with our material testing subconsultant, Interra, other technical personnel necessary to observe, monitor, and document the contractor's progress on the project from the start of field operations to final completion.

1. Pre-Construction
 - a. Attend the pre-construction meeting to discuss goals, objective and issues the City may have.
 - b. Document existing conditions through photos and video for use by the City.
 - c. Conduct a utility coordination meeting with all affected utilities and verify relocation schedules if necessary.
 - a. Monitor utility relocation progress and assist utilities with relocation efforts in the field.
 - b. Review utility relocation plans/permit submittals to verify avoidance of conflicts.
 - c. Prepare, maintain, and circulate copies of minutes thereof.
 - d. Conduct a materials coordination meeting to identify material sources, establish back-up sources and develop overall plan for materials acceptance.
 - e. Conduct railroad coordination meetings with the Wisconsin Limited (CN) and BNSF
 - a. Flagging
 - b. Submittal Reviews
 - c. Schedules
2. Public Outreach and Coordination
 - a. Assign a dedicated public liaison, typically the resident engineer, to provide residents, tenants, and property owners with a single, knowledgeable, and authoritative point of contact for concerns, comments, and questions.
 - b. Provide construction updates to the City on a weekly basis.
 - c. Monitor public opinion and report any issues requiring attention to the City staff.
 - d. Work with City Staff and City communications department to provide write-ups, exhibits and graphics to be placed on Project website or in emails to affected residents to keep them informed.

3. On-Site Review of Work

- a. Act as the City's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents, and advise and confer with City officials during construction and issue the City's authorized instructions to the contractor.
- b. Assist the contractor in understanding the intent of the construction contract documents. Serve as the City's liaison with other local agencies such as businesses, City's representative, etc.
- c. Coordinate with utility companies and developers to ensure an orderly progression of work and ensure completion of any required facility relocations.
- d. Conduct on-site observations of the work in progress to determine that the project proceeds in accordance with the construction contract documents and that completed work will conform to the requirements of the construction contract documents.
- e. Instruct the contractor to correct any work believed to be unsatisfactory, faulty or defective, not conforming to the requirements of the construction contract documents, or does not meet the requirements of any inspections, tests, or approval required to be made and report same to the City; and advise City of action taken or if any special testing or inspection will be required.
- f. Verify that tests are conducted as required by the construction contract documents and in the presence of the required personnel, and that contractors maintain and submit adequate records thereof; observe, record, and report to the City appropriate details relative to the test procedures.
- g. Perform all required field tests such as concrete tests and soil compaction tests and ensure such tests are conducted as specified. Analyze the results of all field and laboratory tests to determine the suitability compliance with the requirements of the construction contract documents.
- h. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to the City.
- i. Prepare daily reports of construction progress.
- j. Monitor the contractor's project traffic control for compliance with the contract documents as well as safety and impacts to vehicles and pedestrians. Document deficiencies and contractor response to notice of deficiency. Inform the City of deficiencies and if contractor does not correct enforce as contract stipulates.
- k. Conduct contractor layout verification including control point verification, before and after cross-sections, alignment and elevation spot checks on various project elements.
- l. Monitor and communicate the contractor's compliance with the erosion control plan, complete required weekly inspection reports and report Notice of Incidents when necessary. Inform the contractor of deficiencies and enforce contract stipulations if necessary.

4. Contractor Requests for Information/Clarification and Suggests

- a. Inform the City of any Requests for Information or Clarification. Review the contractor's request and forward to designer with suggested response if necessary. Confirm responses with the City and then transmit response to contractor.
- b. Create an RFI log to track all RFI's and the response time and impact on the schedule.

5. Shop Drawings

- a. Develop shop drawing submittal requirements and assist contractor in development of submittal schedules. Review and monitor compliance with submittal schedules.
- b. Review and approve shop drawings and samples, the results of tests and inspections and other data that any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the construction contract documents. Such review shall not be construed as relieving the contractor of the responsibility to meet requirements of the

construction contract documents. Determine the acceptability of substitute materials and equipment proposed by the contractor; and receive and review (for general content as required by the specifications) maintenance and operating instructions, guarantees, bonds and certificates of inspection which are to be assembled by the contractor(s) in accordance with the construction contract documents.

- c. Record and maintain a shop drawing submittal and approval log and notify the contractor whenever submittals are lacking or untimely.

6. Schedules

- a. Review the contractor's construction schedule for compliance with the contract completion date and provide recommendation for approval.
- b. Work with the contractor to maintain a workable updated construction schedule that is maintained and monitored weekly as construction progresses as required by the construction contract documents. Report progress and schedule deviations and corrective measures proposed by the contractor to the City.

7. Job Meetings

- a. Conduct weekly progress meetings (or as needed) with all parties to review construction progress, design interpretations and overall progress. Prepare, maintain, and circulate copies of minutes thereof. Arrange a schedule of on-site job work meetings with the general contractor and subcontractors to review day-to-day operations.
- b. Attend public informational meetings that may occur from time to time during the construction phase.

8. Contract Administration and Records

- a. All documentation shall be in accordance with federal requirements by utilizing IDOT Documentation of Contract Quantities including the use of CMMS. Handle all day-to-day contract administration and associated correspondence. Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract documents, progress reports, and other project related documents.

9. Contractor Pay Requests and Change Orders

- a. Prepare and submit pay estimates to the City as construction work progresses.
- b. Perform evaluation of proposed construction contract change orders and submit recommendation for approval or denial to the City. Prepare construction contract change orders when authorized by the City.

10. Final Completion and Record Drawings

- a. Prepare record drawings that show field measured dimensions of the completed construction work that the engineer considers significant and provide the City with one set of electronic record drawings in AutoCAD and PDF format.
- b. Conduct a final inspection of the project with the City and the contractor, and prepare and give to the contractor a final punch list. Issue an opinion of satisfactory completion for acceptance of the project by the City to process the contractor's final request for payment.

11. Material QA and Testing

- a. Ensure that all materials provided to the contract meet the contract plans and specifications, and that proper documentation (IDOT approved lists, manufacturer's certifications, etc.) are provided to verify material quality is in accordance with federal regulations.
- b. Work with Interra, Inc. to provide on-site QA material testing for all concrete and asphalt products delivered to the project to ensure that all specification requirements are met by the contractor.

12. Project Close-Out

- a. Verify that documentation is accomplished and that all material inspections and certifications have been accounted for, complete and in accordance with federal regulations.
- b. Provide final documentation associated with the final balancing change order and final pay estimate.

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**EXHIBIT B
PROJECT SCHEDULE**

Project Schedule

Firm: TranSystems
 PTB No: North Aurora Road Underpass
 PRIME/SUPPLEMENT Prime
 Date: 6/6/24

Month	4/1/25	5/1/25	6/1/25	7/1/25	8/1/25	9/1/25	10/1/25	11/1/25	12/1/25	1/1/26	2/1/26	3/1/26	4/1/26	5/1/26	6/1/26	7/1/26	8/1/26	9/1/26	10/1/26	11/1/26	12/1/26	1/1/27	2/1/27	3/1/27	4/1/27	5/1/27	6/1/27	7/1/27	8/1/27	9/1/27	10/1/27	11/1/27	12/1/27	Totals	
Weekdays	20	23	22	21	23	21	22	23	20	21	22	22	20	23	22	21	23	21	23	22	20	22	22	21	22	23	21	22	22	21	22	22	22	22	716
Weekends	10	8	9	9	8	9	9	8	8	10	8	9	10	8	9	9	8	9	8	9	8	9	8	10	8	8	10	8	9	9	10	8	8	8	288
Holidays	0	1	0	1	0	1	1	1	0	0	0	1	0	1	0	1	0	1	1	0	0	0	1	0	0	1	0	1	0	1	0	0	0	0	15
Total Days	30	31	31	30	31	30	31	30	28	30	30	31	30	31	31	30	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31	30	30	30	1002
Work Days	20	22	22	20	23	20	21	22	20	21	22	21	20	22	22	20	23	20	22	21	20	22	22	20	22	22	21	21	22	20	21	21	21	21	699
Work Weekend Days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Work Days	20	22	22	20	23	20	21	22	20	21	22	21	20	22	22	20	23	20	22	21	20	22	22	20	22	22	21	21	22	20	21	22	22	22	701
Total Hours	160	176	176	160	184	160	168	176	160	168	176	168	160	176	176	160	184	160	176	168	160	176	176	160	176	168	168	176	160	168	168	176	176	176	5608

Project Title	Classification	Employee	4/1/25	5/1/25	6/1/25	7/1/25	8/1/25	9/1/25	10/1/25	11/1/25	12/1/25	1/1/26	2/1/26	3/1/26	4/1/26	5/1/26	6/1/26	7/1/26	8/1/26	9/1/26	10/1/26	11/1/26	12/1/26	1/1/27	2/1/27	3/1/27	4/1/27	5/1/27	6/1/27	7/1/27	8/1/27	9/1/27	10/1/27	11/1/27	12/1/27	Totals	
Construction Manager	Engineer 4 (E4)	Anthony Quigley, PE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	33
Project Manger/Resident Engineer	Engineer 4 (E4)	Zachary Pucel, PE	160	176	176	160	184	160	168	176	160	168	176	168	160	176	176	160	184	160	176	168	160	176	176	160	176	176	168	168	176	144	168	176	176	176	5592
Assistant Engineer	Engineer 2 (E2)	Ahmed Eldeen	160	176	176	160	184	160	168	176	160	168	176	168	160	176	176	160	184	160	176	168	160	176	176	160	176	176	168	168	176	144	168	176	176	176	5592
QA/QC	Engineer 3 (E3)	Gessel Berry, PE	40	44	44	40	46	40	42	44	40	42	44	42	40	44	44	40	46	40	44	42	40	44	44	40	44	44	42	42	44	36	42	44	44	1398	
Shop Drawing Reviews	Engineer 3 (E3)	Ben Vander Wal, PE	80	80	80	80	24																													344	
Railroad Coordination Assistance	Construction Services 4 (CS 4)	Mike Evans	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	0	0	0	0	0	0	0	0	0	16	16	16	400
Administrative Assistant	Administrative 2 (A2)	Shannon Lentz	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	33
																												13392									

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**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Qualifications and experience - Personnel	20%
Qualifications and experience - Construction Inspection	35%
Qualifications and experience - Liaison Functions	15%
Qualifications and experience - IDOT QC/QA	10%
Qualifications and experience related to Federal Funding	10%
Completeness of the proposal	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	TranSystems Corporation
2	EXP U.S. Services
3	Christopher B. Burke Engineering, Ltd.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	



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Prime Consultant (Firm) Name TranSystems Corporation	Prepared By Zachary Pucel	Date 11/14/23
Consultant / Subconsultant Name TranSystems Corporation	Job Number C-91-424-19	

Note: This is name of the consultant the CECS is being completed for.
 This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	33	MONTHS			
START DATE	1/1/25			OVERHEAD RATE	118.18%
RAISE DATE	4/1/25			COMPLEXITY FACTOR	0
				% OF RAISE	2.00%
END DATE	9/30/27				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/25	4/1/25	3	9.09%
1	4/2/25	4/1/26	12	37.09%
2	4/2/26	4/1/27	12	37.83%
3	4/2/27	10/1/27	6	19.29%

The total escalation = 3.31%

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PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	3.31%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$86.00	\$86.00
Engineer 4 (E4)	\$85.05	\$86.00
Engineer 3 (E3)	\$75.03	\$77.51
Engineer 2 (E2)	\$63.36	\$65.46
Engineer 1 (E1)	\$48.30	\$49.90
Planner 5 (P5)	\$86.00	\$86.00
Planner 4 (P4)	\$72.55	\$74.95
Planner 3 (P3)	\$49.97	\$51.62
Planner 2 (P2)	\$54.87	\$56.69
Architect 4 (AR4)	\$77.47	\$80.03
Architect 3 (AR3)	\$57.38	\$59.28
Architect 2 (AR2)	\$46.52	\$48.06
Architect 1 (AR1)	\$35.86	\$37.05
Analyst 2 (AN2)	\$36.40	\$37.60
Environmental Scientist 4 (SC4)	\$80.00	\$82.65
Industry Specialist 4 (IS4)	\$86.00	\$86.00
Industry Specialist 3 (IS3)	\$66.82	\$69.03
Surveyor 4	\$86.00	\$86.00
Construction Services 5 (CS5)	\$86.00	\$86.00
Construction Services 4 (CS4)	\$67.62	\$69.86
Construction Services 3 (CS3)	\$50.43	\$52.10
Construction Services 2 (CS2)	\$38.42	\$39.69
Construction Services 1 (CS1)	\$35.64	\$36.82
Technician 3 (T3)	\$44.02	\$45.48
Technician 1 (T1)	\$20.96	\$21.65
Administrative 3 (A3)	\$54.82	\$56.63
Administrative 2 (A2)	\$33.40	\$34.51

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TranSystems Corporation

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DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	2046	\$65.00	\$132,990.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Copies B/W 11x17	Actual Cost			\$0.00
Copies Color 8.5x11	Actual Cost			\$0.00
Traffic Counts/Geofencing	Actual Cost (See separate calculations)			\$0.00
Time Lapse Camera / Wood Pole Installation	Installation estimate is \$15,000.00	1	\$50,640.00	\$50,640.00
TOTAL DIRECT COSTS:				\$183,630.00

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City of Naperville

County

DuPage

Section Number

06-00133-00-BR

Consultant / Subconsultant Name

TranSystems Corporation

Job Number

C-91-424-19

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Construction Inspection			Administrative			QC/QA			Railroad Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	86.00	55.0	0.41%	0.35	55	100.00%	86.00												
Engineer 4 (E4)	86.00	5,592.0	41.69%	35.85				5592	50.00%	43.00									
Engineer 3 (E3)	77.51	1,742.0	12.99%	10.07									1398	100.00%	77.51				
Engineer 2 (E2)	65.46	5,592.0	41.69%	27.29				5592	50.00%	32.73									
Engineer 1 (E1)	49.90	0.0																	
Planner 5 (P5)	86.00	0.0																	
Planner 4 (P4)	74.95	0.0																	
Planner 3 (P3)	51.62	0.0																	
Planner 2 (P2)	56.69	0.0																	
Architect 4 (AR4)	80.03	0.0																	
Architect 3 (AR3)	59.28	0.0																	
Architect 2 (AR2)	48.06	0.0																	
Architect 1 (AR1)	37.05	0.0																	
Analyst 2 (AN2)	37.60	0.0																	
Environmental Scientist 4 (SC4)	82.65	0.0																	
Industry Specialist 4 (IS4)	86.00	0.0																	
Industry Specialist 3 (IS3)	69.03	0.0																	
Surveyor 4	86.00	0.0																	
Construction Services 5 (CS5)	86.00	0.0																	
Construction Services 4 (CS4)	69.86	400.0	2.98%	2.08													400	100.00%	69.86
Construction Services 3 (CS3)	52.10	0.0																	
Construction Services 2 (CS2)	39.69	0.0																	
Construction Services 1 (CS1)	36.82	0.0																	
Technician 3 (T3)	45.48	0.0																	
Technician 1 (T1)	21.65	0.0																	
Administrative 3 (A3)	56.63	0.0																	
Administrative 2 (A2)	34.51	33.3	0.25%	0.09							33.34	100.00%	34.51						
TOTALS		13414.3	100%	\$75.72	55.0	100.00%	\$86.00	11184.0	100%	\$75.73	33.3	100%	\$34.51	1398.0	100%	\$77.51	400.0	100%	\$69.86

Local Public Agency

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Consultant / Subconsultant Name

TranSystems Corporation

Job Number

C-91-424-19

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Shop Drawing Review									Interra, Inc								
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Engineer 5 (E5)	86.00																		
Engineer 4 (E4)	86.00																		
Engineer 3 (E3)	77.51	344	100.00%	77.51															
Engineer 2 (E2)	65.46																		
Engineer 1 (E1)	49.90																		
Planner 5 (P5)	86.00																		
Planner 4 (P4)	74.95																		
Planner 3 (P3)	51.62																		
Planner 2 (P2)	56.69																		
Architect 4 (AR4)	80.03																		
Architect 3 (AR3)	59.28																		
Architect 2 (AR2)	48.06																		
Architect 1 (AR1)	37.05																		
Analyst 2 (AN2)	37.60																		
Environmental Scientist 4 (SC4)	82.65																		
Industry Specialist 4 (IS4)	86.00																		
Industry Specialist 3 (IS3)	69.03																		
Surveyor 4	86.00																		
Construction Services 5 (CS5)	86.00																		
Construction Services 4 (CS4)	69.86																		
Construction Services 3 (CS3)	52.10																		
Construction Services 2 (CS2)	39.69																		
Construction Services 1 (CS1)	36.82																		
Technician 3 (T3)	45.48																		
Technician 1 (T1)	21.65																		
Administrative 3 (A3)	56.63																		
Administrative 2 (A2)	34.51																		
TOTALS		344.0	100%	\$77.51	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Local Public Agency City of Naperville	County DuPage	Section Number 06-00133-00-BR
Prime Consultant (Firm) Name TranSystems Corporation	Prepared By Zachary Pucel	Date 11/14/23
Consultant / Subconsultant Name Interra, Inc	Job Number C-91-424-19	

Note: This is name of the consultant the CECS is being completed for.
 This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	33	MONTHS			
START DATE	1/1/25			OVERHEAD RATE	135.09%
RAISE DATE	4/1/25			COMPLEXITY FACTOR	0
				% OF RAISE	2.00%
END DATE	9/30/27				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/25	4/1/25	3	9.09%
1	4/2/25	4/1/26	12	37.09%
2	4/2/26	4/1/27	12	37.83%
3	4/2/27	10/1/27	6	19.29%

The total escalation = 3.31%

Local Public Agency

City of Naperville

County

DuPage

Section Number

06-00133-00-BR

Consultant / Subconsultant Name

Interra, Inc

Job Number

C-91-424-19

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Testing											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Staff Engineer	34.09	80.0	7.17%	2.45	80	7.17%	2.45									
Sr. Materials Technican	53.51	800.0	71.72%	38.38	800	71.72%	38.38									
Project Engineer	54.75	80.0	7.17%	3.93	80	7.17%	3.93									
Sr. Administrative Assistant	29.96	40.0	3.59%	1.07	40	3.59%	1.07									
Principal Engineer	86.00	55.4	4.97%	4.27	55.4	4.97%	4.27									
Pick-up Technican	49.31	60.0	5.38%	2.65	60	5.38%	2.65									
		0.0														
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TOTALS		1115.4	100%	\$52.75	1115.4	100.00%	\$52.75	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Naperville

June 20, 2024

Zachary J. Pucel, PE
TranSystems Corporation
1475 E. Woodfield Road, Suite 600
Schamburg IL, 60173

Re: Procurement 21-083 – Phase III - North Aurora Underpass Project
Letter of Intent

Dear Mr. Pucel,

This letter is to inform you that the City of Naperville has made a staff recommendation of award for the above-named procurement to **TranSystems Corporation**, for an amount not to exceed **\$2,916,312.00** and for a 54-month term.

This award is contingent upon final approval and receipt of the following documents:

- Signed Consultant Services Agreement
- Fill in sections 5.2 and section 20.
- Provide revised documents and information for the following exhibits, if an exhibit does not apply please add N/A to the first page of the agreement and the exhibit cover page.
 - Exhibit A – Consultant's Key Personnel
 - Exhibit B – Quality Control and Quality Assurance Plan
 - Exhibit C – Consultant's Hourly Rate Schedule
 - Exhibit D – Subconsultant Agreements
 - Exhibit E – Declaration of Consultant's Proprietary Information
- Certificate of Insurance, meeting minimum contractual amounts, with the three required endorsements (Additional Insured, Primary and Non-contributory for General Liability, and Waiver of Subrogation for Workers' Compensation); Example attached.

Please forward the above documents to my attention by **June 27, 2024**, or sooner if possible.

If you have questions, please feel free to contact me. Staff look forward to working with you this year.

Sincerely,

Shanel Gayle
Procurement Officer
630-305-5344
gayles@naperville.il.us

CITY OF NAPERVILLE
CONSULTANT SERVICES AGREEMENT
RFP 21-083: Phase III – North Aurora Underpass Project

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this _____ day of _____ 20____, between the City of Naperville, an Illinois municipal corporation with offices at 400 South Eagle Street, Naperville, Naperville, Illinois 60540 (hereinafter referred to as the "City"), and TranSystems Corporation, with offices at 1475 E. Woodfield Road, Suite 600, Schaumburg, IL 60173, a Missouri Corporation (hereinafter referred to as the "Consultant").

RE C I T A L S

WHEREAS, the City intends to retain the services of a qualified and experienced consulting firm to perform Phase III Construction Engineering Services for the North Aurora Road Underpass at the CN Railroad in Naperville, Illinois (hereinafter referred to as the "Project"), utilizing the services of the Consultant in accordance with this Agreement; and

WHEREAS, this Agreement may include the exhibits listed below. To the extent that such exhibits are included, they shall be attached hereto and incorporated by reference herein.

- A. "Scope of Engineering Services," attached as Exhibit A;
- B. “Consultant’s Key Personnel” attached as Exhibit B;
- C. Consultant's "Quality Control and Quality Assurance Plan," attached as Exhibit C;
- D. Project Schedule, attached as Exhibit D;
- E. Any subconsultant agreements, if applicable, attached as Exhibit E;
- F. Consultant's "Cost of Consulting Services", attached as Exhibit F;
- G. Declaration of Consultant’s Proprietary Information, attached as Exhibit G, if applicable. N/A

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the parties agree as follows:

SECTION 1 - Services of the Consultant

1.1 The foregoing Recitals are a material part of this Agreement, and are incorporated in this Section 1 as though fully set forth herein.

1.2 The Consultant shall perform professional services in accordance with Exhibit A,

"Scope of Engineering Services". The Consultant retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not an employee of the City. All employees and subconsultants or subcontractors of the Consultant shall likewise not be considered to be employees of the City.

1.3 The Consultant shall serve as the City's professional engineering representative in those phases of the Project to which this Agreement applies, and provide consultation and advice to the City during the performance of its services.

1.4 The Consultant shall not have any public or private interest in the Project and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.5 The Consultant shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Consultant's policies and decisions with respect to the work covered by this Agreement.

1.6 The Consultant shall employ only persons duly licensed by the State of Illinois to perform the professional services required under this Agreement for which applicable Illinois law requires a license, subject to prior approval of the City. The Consultant shall employ only well qualified persons to perform any of the remaining services required under this Agreement, also subject to prior approval of the City. The Consultant's key personnel ("Key Personnel") shall be identified in Exhibit B attached hereto. Any change of Key Personnel must be approved in writing by the City.

1.7 The Consultant shall adhere to its QC/QA plan attached hereto as Exhibit C. The Consultant shall submit to the City a statement in writing that it is in compliance with its QC/QA plan upon the request of the City. The Consultant's statement of compliance may be in the form of an additional statement in its transmittal letter when submitting preliminary plans or draft reports to the City. The Consultant's final statement of compliance shall be on the form prescribed by the City. The Consultant may modify its QC/QA, subject to prior written approval by the City.

1.8 The Consultant shall complete the work required under this Agreement pursuant to the Project Schedule, attached as Exhibit D.

1.9 The Consultant shall endorse and seal all final engineering reports, contract plans, maps, right-of-way plats, and special provisions for construction contract documents and final cost estimates as applicable. Such endorsements must be made by a person duly registered in the appropriate category by the Department of Professional Regulation of the State of Illinois, being in full employ of the Consultant and responsible for the portion of the professional services for which registration is required.

1.10 The Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement.

1.11 The Consultant acknowledges that it enforces the following safety requirements, and that it will do so throughout the course of the Project as to its own agents and employees and as to the agents and employees of any subconsultant or subcontractor. Additionally, such requirement shall be made a part of any subconsultant or subcontractor agreement.

- a. Individuals engaged in ground level field activities on or within 8 meters (25 feet) of a pavement open to traffic shall wear high visibility vests or equivalent high visibility outer garments. Flaggers shall wear high visibility vests at all times;
- b. Individuals shall wear either hard-hats/caps of high visibility orange when engaged in field activities within 8 meters (25 feet) of a pavement open to traffic or under construction, when not in vehicles or self-propelled mobile equipment;
- c. Individuals shall wear protective hard-hats/caps when they are in an area where there is a potential for injury from falling, moving, swinging or flying objects;
- d. Safety-toe footwear shall be worn by the individuals engaged in operations where the danger of injury to the foot may occur; and
- e. Individuals shall wear appropriate clothing for the work to be performed, including shirts when in public view.

1.12 The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. The Consultant shall submit to the City a draft subconsultant agreement for City review and approval prior to the execution of such an agreement. Any subconsultant agreement(s) entered into prior to this Agreement are attached as Exhibit E. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent and shall include the provision set forth in Section 9 below. The Consultant shall be responsible for the accuracy and quality of any subconsultants' work.

1.13 The Consultant shall cooperate fully with the City, other City consultants, other municipalities and local government officials, public utility companies and others as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City.

1.14 The Consultant shall furnish the City a reasonable number of original prints of all necessary reports, documents, and plans, as determined by the City, including the following (if applicable):

- a. Survey;
- b. Weekly Reports;
- c. Meeting Minutes;
- d. Pay Estimates;
- e. Change Orders;
- f. Field Directives;
- g. Correspondence with the Contractor;
- h. Materials Reports;
- i. Final Inspection Report;
- j. Final Record Drawings [Original Mylar, One Copy]; and
- k. Other documentation as required to provide a complete Job Box and final project closure.

1.15 The Consultant shall submit a progress report each month this Agreement is in force, which shall include the following items:

- a. A summary of the Consultant's project activities, and any subconsultant project activities that have taken place during the invoice period;
- b. A summary of the Consultant's project activities and any subconsultant project activities, that shall take place during the next invoice period;
- c. A list of outstanding items due to or from the City; and
- d. A status of the Project Schedule [per Exhibit D].

SECTION 2 - Additional Services

2.1 If a representative of the City verbally requests the Consultant to perform additional services ("Additional Services") not included in the Scope of Services and as provided for in Exhibit A, the Consultant shall confirm in writing the specific services that have been requested and specify that such services are Additional Services. Failure of the City to respond to the Consultant's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed rejection of, and refusal to pay for the Additional Services. Consultant shall not perform any Additional Services until City has confirmed approval of said Additional Services in writing. If authorized as provided herein, the Consultant shall furnish, or obtain from others, Additional Services which shall be paid for by the City as set forth in Section 5 of this Agreement. Additional Services may include the following (if such services are not part of the original Scope of Services and other exhibits attached hereto).

- a. Additional Services due to significant changes in scope of the Project

or its design, including, but not limited to, changes in size, complexity or character of construction, or time delays for completion of work when such delays are beyond the control of the Consultant;

- b. Revisions of previously approved studies, reports, design documents, drawings or specifications;
- c. Preparation of detailed renderings, exhibits or scale models for the Project;
- d. Investigations involving detailed consideration of operations, maintenance and overhead expenses for the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material and labor, and material audits or inventories required for certification of force account construction performed by the City;
- e. Preparation of substantial change orders requested by the City;
- f. Additional Services in connection with the Project by the City and services not otherwise provided for in this Agreement;
- g. Preparing to serve or serving as an expert witness for the City in any litigation or other proceeding involving the Project; and
- h. Additional Services and costs necessitated by out-of-town travel required of the Consultant other than visits to the Project sites as required herein.
- i. Additional Services agreed upon by the City and the Consultant which are required as a result of changes in applicable laws, codes, ordinances or regulations which changes were not known or foreseeable at the time of execution of this Agreement.

2.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Consultant, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibit A that cause the payment due to the Consultant to exceed the amount set forth in Section 5.3 shall be addressed in an amendment to this Agreement.

SECTION 3 – The City's Responsibilities

3.1 The City shall provide information in its possession as requested by the Consultant for the Project including the following (if applicable):

- a. Existing and /or proposed engineering improvements;
- b. Construction Document Terms and Conditions and all bidding information;
- c. Adjacent development information;
- d. Traffic Studies, traffic volumes, and pedestrian pattern studies;
- e. Existing geotechnical data;
- f. Existing record drawings; and
- g. Available survey data.

3.2 The City shall assist the Consultant by placing at its disposal all available information in its possession which it deems pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

3.3 The City shall make all reasonable efforts to provide access to, and provision for the Consultant to enter upon public and private lands as required for the Consultant to perform its work under this Agreement.

3.4 The City shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.

3.5 The City shall provide such legal, accounting and insurance counseling services as may be required by the City for the Project.

3.6 The City shall designate in writing a person to act as the City's Project Representative with respect to the work to be performed under this Agreement.

3.7 The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defect in the Project.

3.8 The City may direct the Consultant to provide, at the City's expense, Additional Services pursuant to Section 2 of this Agreement.

3.9 At the discretion of the City, the City shall give the Consultant credit for its services performed under this Agreement in its official communications, published articles, and project identification signage.

3.10 The City shall evaluate the Consultant's and any subconsultant's performance (interim and final). Timeliness in meeting the Project Schedule [Exhibit D] and the overall relationship with the Consultant are factors that will be considered in the Consultant's performance rating. An unfavorable performance rating shall be a factor when future assignments are being considered.

3.11 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Consultant which were generated or provided by third parties. The accuracy of information or documentation provided the Consultant by the City may be relied upon only to the extent specified in the Scope of Services attached hereto as Exhibit A.

SECTION 4 - Period of Service

4.1 The Consultant shall commence work on the Project within seven (7) calendar days after receipt of a written notice from the City to proceed and complete the work pursuant to the Project Schedule attached as Exhibit D. The City shall determine when the Consultant has completed the work required pursuant to this Agreement.

SECTION 5 - Payment for Services and Reimbursements

5.1 The Consultant shall receive a basic fee, consisting of all direct and indirect costs incurred by the Consultant, as set forth in the "Cost Estimate of Consulting Services," attached as Exhibit F. The City will pay all invoices submitted in compliance with Section 5.11 within thirty (30) days of approval. This provision supersedes and replaces the Illinois Prompt Payment Act.

5.2 In addition to the basic fee, the Consultant shall be paid a fixed fee (lump sum) of \$ 332,439 to cover profit only. The City shall pay the Consultant 10% of its fixed fee upon payment of the Consultant's first monthly invoice. The City shall pay 80% of the Consultant's fixed fee on a pro-rata basis as the work progresses, and the City shall pay the Consultant the remaining 10% of the Consultant's fixed fee upon payment of the Consultant's final invoice monthly invoice if the City determines that the work has been completed to the City's satisfaction as of the Consultant's last monthly invoice.

5.3 The maximum total amount payable to the Consultant, including the basic fee and the fixed fee and any other applicable fees provided for in this Agreement, shall not exceed \$2,916,312.00, unless provided for in an amendment to this Agreement.

5.4 The Consultant shall be reimbursed for its actual costs related to the salaries of specific employees for the time directly attributable and properly chargeable to the work under the terms of this agreement. A tabulation showing the regular hourly salary rates for each classification of employee is listed in Exhibit F. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in Exhibit F. If personnel of the Consultant's firm, including the Consultant's principal, perform routine services that should normally be performed by lesser-salaried personnel, the

wage rate billed for such services shall be commensurate with the work performed. Costs related to salaries shall include actual withholdings and contributions by either the employee of the Consultant for the approved payroll items set forth in Exhibit F of this Agreement.

5.5 The Consultant shall be reimbursed for its actual in-house and outside direct costs for expenses and sub-consultant fees attributable and properly chargeable to the work under the terms of this Agreement as listed in Exhibit F.

5.6 The Consultant shall be reimbursed for the actual overhead or indirect costs to the extent that they are properly allocable and chargeable to the work included under the terms of this agreement as listed in Exhibit F.

5.7 In the event of termination by the City of this Agreement pursuant to paragraph 6.1 after completion of any phase of the basic services, fees due the Consultant for services rendered through such phase shall constitute final payment for such services, and no further fees shall be due to the Consultant. In the event of such termination by the City during any phase of the basic services, the Consultant shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination. In the event of any such termination, the Consultant shall also be reimbursed for charges it incurred as a result of any work performed by any subconsultants to the date of termination, and shall also be paid for all unpaid additional services and reimbursable expenses not in dispute.

5.8 The City shall have the right to withhold payment to the Consultant due to the quality of a portion or all of the work performed hereunder not in accordance with the requirements of this Agreement or to the City's satisfaction or the Consultant's failure or refusal to perform any of its obligations hereunder.

5.9 The Consultant shall submit an affidavit and a final waiver of its lien, and all final waivers of liens of any subconsultants or subcontractors, if applicable, with its final invoice, stating that all obligations incurred in performance of the professional services have been paid in full. The affidavit will also include a statement stating that the professional services were performed in compliance with the QC/QA approved by the City. The affidavit and all final waivers of liens shall be on a form prescribed by the City.

5.10 The provisions of this Section 5 supersede and replace the Illinois Prompt Payment Act.

5.11 Invoices must be received by the City within thirty (30) days of provision of goods or services hereunder, except that any invoice for goods or services performed in April of any year must be received by the City on or before the first week of May of that year to ensure that it is received within the City's Fiscal Year.

All invoices shall be sent to:

Engineering Manager
City of Naperville
400 S. Eagle Street
P.O. Box 3020
Naperville, Illinois 60566-7020

SECTION 6 – Termination

6.1 This Agreement may be terminated at any time upon thirty (30) days written notice by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In addition, the City shall have the right to terminate this Agreement upon thirty (30) days written notice for any reason. Mailing or facsimile transmission of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

6.2 Within thirty (30) days of completion, expiration or termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, and such other items specifically identified by the City and all Documents and items identified in Section 9.1 of this Agreement. Upon receipt of said items, the Consultant shall be paid for labor and experience incurred to the date of termination as provided in Section 5. If this Agreement is terminated due to the City's substantial failure to perform, the Consultant shall be paid for labor and expenses incurred to date as provided in Section 5, subject to set off for any damages, losses or claims against the City resulting from or relating to Consultant's performance or failure to perform under this Agreement. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination.

SECTION 7 – Insurance

7.1 At the Consultant's expense, the Consultant shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

7.2 The Consultant must furnish Certificates of Insurance to the City before staff recommends award of the contract to City Council. If requested, the Consultant will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice

to the City. The Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the Consultant maintains higher limits than the minimums shown below, the City shall be entitled to coverage for higher limits maintained by the Consultant.

(A) Commercial General Liability:

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 and include Premise/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Injury/Advertising Injury.

Limits:	
General Aggregate	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00

(B) Automobile Liability:

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:	
Combined Single Limit per Accident	\$2,000,000.00

(C) Workers' Compensation:

Coverage shall be in accordance with the provisions of the laws of the State of Illinois.

(D) Employers' Liability

Limits:

Each Accident	\$2,000,000.00
Each Employee Bodily Injury by Disease	\$2,000,000.00
Policy Limit Bodily Injury by Disease	\$2,000,000.00

(E) Errors & Omissions Liability/Professional Liability:

Per Occurrence	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

If Errors & Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

(F) Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City of Naperville, the City of Aurora, Naperville Township and their respective officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- b. For any claims related to the performance of the Consultant's work, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Naperville, the City of Aurora, Naperville Township and their respective officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Naperville, the City of Aurora, Naperville Township and their respective officers, officials, employees and volunteers for all work performed by the Consultant, its employees, agents and subcontractors.

The Consultant understands that the acceptance of Certificates of Insurance, policies and any other documents by the City in no way releases the Consultant from the requirements

set forth herein.

SECTION 8 – Indemnification

8.1 The Consultant shall defend, indemnify and hold harmless the City of Naperville, the City of Aurora, Naperville Township and their respective officers, agents, and employees against any claim or liability, including but not limited to costs, and fees, including reasonable attorney fees, arising from or based on any negligent or willful act or omission on the part of the Consultant or Consultant's subconsultants, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. Neither Party shall be liable to the other Party for incidental, special, indirect or consequential damages in excess of the amounts of insurance coverage provided for herein.

8.1.1 Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits.

8.1.2 Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

8.2 The Consultant shall be responsible for any losses and costs to repair or remedy construction performed under this Agreement resulting from or arising out of any negligent or willful act, error, or omission, neglect, or misconduct in the performance of its work or its subconsultants' or subcontractors' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

8.3 The Consultant shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the City resulting from such delay, caused by any errors, omissions and/or negligent acts of the City or their agents, or by changes ordered in the work. In the event of such delay, the Consultant will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

8.4 The Consultant shall not be responsible for any damages, which may occur as a result of any modifications made to the plans of the Consultant by others without the Consultant's knowledge, or for damages that may occur because of the improper or negligent acts of others.

8.5 The City will release and hold harmless the Consultant for delays or losses experienced by the City which result from the discovery of concealed conditions, as defined below, which require additional design, disposal, mitigation or other remedial action. When such discovery warrants the need for additional services, those services will be considered additional under Section 2 of this Agreement. For the purposes of this Agreement, the term "Concealed

Condition” is defined as a physical condition substantially at variance with the conditions disclosed by the reports and documents provided to the Consultant by the City, or otherwise in the Consultant’s possession or available to the Consultant in the normal course of business, or physical conditions which are of an unusual nature, differing materially from conditions ordinarily encountered and generally recognized as inherent in the nature of the work encompassed within the Project. It is Consultant’s responsibility to demonstrate the existence of a Concealed Condition and the Consultant shall give written notice to the City within three (3) business days of the discovery of a Concealed Condition or shall be deemed to have waived the issue.

8.6 The City will release and hold harmless the Consultant from delays or costs experienced by the City which result from the discovery of hazardous wastes, contaminants or pollutants which require additional design, disposal, mitigation or other remedial action.

8.7 The provisions of this Section 8 shall survive completion, expiration or termination of this Agreement.

SECTION 9 - Documents, Drawings, and Intellectual Property

9.1 Any documents, including but not limited to intellectual property (hereinafter "Documents") defined herein without limitation as drawings, survey data, reports, studies, processes, specifications, estimates, maps, plans, computations, photographs, audio and video recordings, electronic data, software (including but not limited to source code and run-time executable), system integration details (including but not limited to data mapping, data conversion, data customization, and system customization), and any original work of authorship fixed in a tangible medium of expression within the meaning of the Copyright Act of the United States Code, and all other materials, regardless of physical form or characteristics, prepared, created, or discovered by the Provider, or Provider's subcontractors, subconsultants, or sub-vendors, for or in relation to the Project, shall automatically and immediately be deemed to be the property of the City and shall be considered by the parties as a work made for hire, including derivative works therefrom, and ownership of same shall vest exclusively with the City as of the date authored, made, or conceived, either solely or jointly with others, and the City shall be entitled to the worldwide right to all such works of authorship, invention, improvement, and developments, whether patentable within the meaning of Title 35 of the United States Code, or unpatentable, copyrightable or uncopyrightable. The Provider, and Provider's subcontractors, subconsultants, and sub-vendors, shall promptly disclose to the City any works of authorship, invention, or improvements and developments described above when made or conceived, whether or not they have been reduced to writing. Provider, and Provider's subcontractors, subconsultants, and sub-vendors, shall fully cooperate and assist the City in securing the City's rights as described herein and in filing and prosecuting any patent or copyright applications, and shall execute any and all documents that the City may deem necessary to obtain such rights.

Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. The City shall not acquire any rights to any of Consultant’s, its

subcontractors', subconsultants', or sub-vendors' proprietary computer software, or other intellectual property as identified on Exhibit G, except: i) to the extent any such software or other intellectual property is modified pursuant to this Agreement, or ii) as may be separately agreed in writing.

9.2 During the course of the Agreement, the Consultant shall provide Documents as required in the Scope of Work and as otherwise requested by the City. Files delivered in an electronic medium must be compatible and work with the City's then-current systems and software.

9.3 Within thirty (30) days of completion, expiration or termination of this Agreement, a hard copy and an electronic set of original Documents as defined in paragraph 9.1 above, including but not limited to those required in the Scope of Work, shall be delivered to the City's Project Manager and shall be labeled "Original-Final". In the event of a conflict between any specifications, reports, or other documents, the Documents labeled "Original-Final" will govern. Files delivered in an electronic medium must be compatible and work with the City's then-current systems and software.

9.4 The Consultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Consultant shall make its books, records, digital files, and any other supporting documents related to the Agreement promptly available for review and audit by the City and/or by the federal funding entity, if applicable. Further, the Consultant agrees to cooperate fully with any audit conducted by the City, or federal funding authority, and to provide full access, to all materials related to any aspect of this Agreement. Failure to maintain the books, records, digital files, and supporting documents required by this subsection shall establish a presumption in favor of the City for recovery of any funds paid under the Agreement for which adequate books, records, digital files and supporting documentation are not available to support their purported disbursement.

9.5 The Consultant shall require its subconsultants, subcontractors, and sub-vendors to comply with the requirements of this Section 9, and shall include provisions in agreements with its subconsultants, subcontractors, and sub-vendors making such provisions applicable to them and providing they shall that such provisions shall survive the completion, expiration or termination of such agreement.

9.6 The provisions of this Section 9 shall survive completion, expiration or termination of this Agreement.

SECTION 10 -Validity of Fees

10.1 The Consultant fees set forth in Section 5 of this Agreement shall be valid provided that a Notice to Proceed for the design phase, if applicable, is issued no later than fifteen (15) days after the City receives all signed contracts, insurance documents and bonds

(if applicable). If this condition is not met, the consulting fees shall be renegotiated to reflect cost escalation.

SECTION 11 - Successors and Assigns

11.1 The City and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

SECTION 12 - Force Majeure

12.1 Whenever a period of time is provided for in this Agreement for the Provider or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is caused by an event beyond its control and without its fault or negligence, including: (1) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (2) acts of war; (3) acts of civil or military authority; (4) embargoes; (5) major environmental disturbances; (6) public disorders, civil violence or disobedience; (7) riots, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; or (11) nuclear accidents. If a delay is caused by any of the Force Majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

SECTION 13 - Amendments and Modifications

13.1 Except as otherwise provided herein, the nature and scope of services specified in this Agreement may only be modified by written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

SECTION 14 - Standard of Care

14.1 The Consultant shall perform the services provided for herein to the satisfaction of the City and with that degree of care, knowledge, skill, and diligence ordinarily exercised by reputable members of the same profession currently practicing under similar conditions within the State of Illinois. Further, Consultant shall perform such services pursuant to applicable published standards, including but not limited to those promulgated by the City, the Illinois Department of Transportation ("IDOT"), the Federal Highway Administration ("FHWA"), and the American Association of State Highway and Transportation Officials

("AASHTO"). In the event of any conflict between applicable published standards, the Consultant shall identify such conflict to the City, and the Consultant shall follow the instructions furnished by the City.

14.2 The Consultant shall be responsible for the accuracy of its services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.

14.2.1 If a Consultant has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Consultant shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Consultant shall promptly reimburse the City for the reasonable costs associated with said corrections or revisions. If such invoice is not fully paid within thirty (30) days of receipt by Consultant (by fax, e-mail, personal service, regular mail, or certified mail), the City shall have the right to deduct that amount from any outstanding payments due the Consultant.

14.3 The Consultant shall respond to the City's notice of any errors or omissions within 24 hours. The Consultant shall be required to promptly visit the Project site if directed by the City.

14.4 The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14.5 If, within one year after the Consultant has received a final payment under this Agreement, any of the work is found to be not in accordance with the requirements of the Agreement, or in need of repair, the Consultant shall correct it promptly after receipt of written notice from the City to do so at no cost to the City. This remedy is in addition to any other remedies the City may have under this Agreement or the law.

14.6 The provisions of this Section 14 shall survive the completion, expiration or termination of this Agreement.

SECTION 15 - Savings Clause

15.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 16 - Captions and Paragraph Headings

16.1 Captions and paragraphs headings are for convenience only and are not a part of this Agreement and shall not be used in constructing it.

SECTION 17 - Non-Waiver of Rights

17.1 No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 18 - Entire Agreement/Interpretation

This Agreement and the Illinois Department of Transportation Local Public Agency Engineering Services Agreement (the "Illinois Department of Transportation Agreement") set forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement and the Illinois Department of Transportation Agreement concerning the subject matter set forth herein. Where provisions in this Agreement and the provisions of the Illinois Department of Transportation Agreement are not identical, but can be read together, they shall be read together. To the extent that provisions in this Agreement and the Illinois Department of Transportation Agreement directly conflict with each other and cannot be read together, the provisions of the Illinois Department of Transportation Agreement shall take precedence.

SECTION 19 - Governing Law

19.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

SECTION 20 – Notice

20.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the City:
Engineering Manager
Transportation, Engineering and
Development (TED)
400 S. Eagle St.
Naperville, Illinois 60540

If to the Consultant:
Zachary Pucel, PE
TranSystems Corporation
1475 E. Woodfield Road
Suite 600
Schaumburg, IL 60173

20.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

SECTION 21 – Severability

21.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

SECTION 22 - Execution of Agreement

22.1 This Agreement shall be signed last by the City Manager and the City Clerk. The City Clerk shall affix the date on which they sign this Agreement on Page 1 hereof which date shall be the effective date of this Agreement.

SECTION 23 – Counterparts

23.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

SECTION 24 – Authorizations

24.1 The Consultant's representatives who have executed this Agreement warrant that they are authorized to execute this Agreement on the Provider's behalf, and that such signatures are sufficient to legally bind the Provider. The City Manager and City Clerk warrant that they have been lawfully authorized to execute this Agreement. Within ten (10) days of execution of this Agreement, the Provider and the City shall deliver to the other copies of all articles of incorporation, articles of organization, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

SECTION 25 – Illinois Freedom of Information Act

25.1 Effective 1/1/2010, the Illinois Freedom of Information Act, 5 ILCS 140/7(2), provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or within such other time frame as agreed upon in writing by the requester). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, are applicable.

25.1.2 Consultant may seek to have proprietary information submitted by it to the City withheld from disclosure to third parties to the extent that such information falls within the definition and provisions of Section 7(1) (g) of the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and so long as such information has been furnished to the City under a proprietary

claim as provided in said Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

CITY OF NAPERVILLE

CONSULTANT

By: Douglas A. Krieger
Its: City Manager

By: Anthony Quigley

Its: Senior Vice President

Date: _____

Date: _____

Exhibit A

Scope of Services

SCOPE OF ENGINEERING SERVICES

This scope of work includes Phase III construction engineering, construction management, and administration for the North Aurora Road Reconstruction from Pennsbury Lane to Frontenac Road in the City of Naperville. The project includes:

Reconstruction and widening of existing pavement, pump station, railroad overpass removal and reconstruction, railroad shoofly bridge, retaining wall modifications, installation of curb and gutter, watermain, sanitary sewer, storm sewer, storm water detention basin, roadway lighting, sidewalk, shared-use path, utility relocations, pavement markings and signage, erosion control and protection, traffic control and protection and other related and incidental work shown in plans.

Construction Inspection Services

TranSystems will provide the resident engineer, inspectors, and along with our material testing subconsultant, Interra, other technical personnel necessary to observe, monitor, and document the contractor's progress on the project from the start of field operations to final completion.

1. Pre-Construction
 - a. Attend the pre-construction meeting to discuss goals, objective and issues the City may have.
 - b. Document existing conditions through photos and video for use by the City.
 - c. Conduct a utility coordination meeting with all affected utilities and verify relocation schedules if necessary.
 - a. Monitor utility relocation progress and assist utilities with relocation efforts in the field.
 - b. Review utility relocation plans/permit submittals to verify avoidance of conflicts.
 - c. Prepare, maintain, and circulate copies of minutes thereof.
 - d. Conduct a materials coordination meeting to identify material sources, establish back-up sources and develop overall plan for materials acceptance.
 - e. Conduct railroad coordination meetings with the Wisconsin Limited (CN) and BNSF
 - a. Flagging
 - b. Submittal Reviews
 - c. Schedules

2. Public Outreach and Coordination
 - a. Assign a dedicated public liaison, typically the resident engineer, to provide residents, tenants, and property owners with a single, knowledgeable, and authoritative point of contact for concerns, comments, and questions.
 - b. Provide construction updates to the City on a weekly basis.
 - c. Monitor public opinion and report any issues requiring attention to the City staff.
 - d. Work with City Staff and City communications department to provide write-ups, exhibits and graphics to be placed on Project website or in emails to affected residents to keep them informed.

3. On-Site Review of Work

- a. Act as the City's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents, and advise and confer with City officials during construction and issue the City's authorized instructions to the contractor.
- b. Assist the contractor in understanding the intent of the construction contract documents. Serve as the City's liaison with other local agencies such as businesses, City's representative, etc.
- c. Coordinate with utility companies and developers to ensure an orderly progression of work and ensure completion of any required facility relocations.
- d. Conduct on-site observations of the work in progress to determine that the project proceeds in accordance with the construction contract documents and that completed work will conform to the requirements of the construction contract documents.
- e. Instruct the contractor to correct any work believed to be unsatisfactory, faulty or defective, not conforming to the requirements of the construction contract documents, or does not meet the requirements of any inspections, tests, or approval required to be made and report same to the City; and advise City of action taken or if any special testing or inspection will be required.
- f. Verify that tests are conducted as required by the construction contract documents and in the presence of the required personnel, and that contractors maintain and submit adequate records thereof; observe, record, and report to the City appropriate details relative to the test procedures.
- g. Perform all required field tests such as concrete tests and soil compaction tests and ensure such tests are conducted as specified. Analyze the results of all field and laboratory tests to determine the suitability compliance with the requirements of the construction contract documents.
- h. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to the City.
- i. Prepare daily reports of construction progress.
- j. Monitor the contractor's project traffic control for compliance with the contract documents as well as safety and impacts to vehicles and pedestrians. Document deficiencies and contractor response to notice of deficiency. Inform the City of deficiencies and if contractor does not correct enforce as contract stipulates.
- k. Conduct contractor layout verification including control point verification, before and after cross- sections, alignment and elevation spot checks on various project elements.
- l. Monitor and communicate the contractor's compliance with the erosion control plan, complete required weekly inspection reports and report Notice of Incidents when necessary. Inform the contractor of deficiencies and enforce contract stipulations if necessary.

4. Contractor Requests for Information/Clarification and Suggests

- a. Inform the City of any Requests for Information or Clarification. Review the contractor's request and forward to designer with suggested response if necessary. Confirm responses with the City and then transmit response to contractor.
- b. Create an RFI log to track all RFI's and the response time and impact on the schedule.

5. Shop Drawings

- a. Develop shop drawing submittal requirements and assist contractor in development of submittal schedules. Review and monitor compliance with submittal schedules.
- b. Review and approve shop drawings and samples, the results of tests and inspections and other data that any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the construction contract documents. Such review shall not be construed as relieving the contractor of the responsibility to meet requirements of the

construction contract documents. Determine the acceptability of substitute materials and equipment proposed by the contractor; and receive and review (for general content as required by the specifications) maintenance and operating instructions, guarantees, bonds and certificates of inspection which are to be assembled by the contractor(s) in accordance with the construction contract documents.

- c. Record and maintain a shop drawing submittal and approval log and notify the contractor whenever submittals are lacking or untimely.

6. Schedules

- a. Review the contractor's construction schedule for compliance with the contract completion date and provide recommendation for approval.
- b. Work with the contractor to maintain a workable updated construction schedule that is maintained and monitored weekly as construction progresses as required by the construction contract documents. Report progress and schedule deviations and corrective measures proposed by the contractor to the City.

7. Job Meetings

- a. Conduct weekly progress meetings (or as needed) with all parties to review construction progress, design interpretations and overall progress. Prepare, maintain, and circulate copies of minutes thereof. Arrange a schedule of on-site job work meetings with the general contractor and subcontractors to review day-to-day operations.
- b. Attend public informational meetings that may occur from time to time during the construction phase.

8. Contract Administration and Records

- a. All documentation shall be in accordance with federal requirements by utilizing IDOT Documentation of Contract Quantities including the use of CMMS. Handle all day-to-day contract administration and associated correspondence. Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract documents, progress reports, and other project related documents.

9. Contractor Pay Requests and Change Orders

- a. Prepare and submit pay estimates to the City as construction work progresses.
- b. Perform evaluation of proposed construction contract change orders and submit recommendation for approval or denial to the City. Prepare construction contract change orders when authorized by the City.

10. Final Completion and Record Drawings

- a. Prepare record drawings that show field measured dimensions of the completed construction work that the engineer considers significant and provide the City with one set of electronic record drawings in AutoCAD and PDF format.
- b. Conduct a final inspection of the project with the City and the contractor, and prepare and give to the contractor a final punch list. Issue an opinion of satisfactory completion for acceptance of the project by the City to process the contractor's final request for payment.

11. Material QA and Testing

- a. Ensure that all materials provided to the contract meet the contract plans and specifications, and that proper documentation (IDOT approved lists, manufacturer's certifications, etc.) are provided to verify material quality is in accordance with federal regulations.
- b. Work with Interra, Inc. to provide on-site QA material testing for all concrete and asphalt products delivered to the project to ensure that all specification requirements are met by the contractor.

12. Project Close-Out

- a. Verify that documentation is accomplished and that all material inspections and certifications have been accounted for, complete and in accordance with federal regulations.
- b. Provide final documentation associated with the final balancing change order and final pay estimate.

Exhibit B
Consultant's Key Personnel

Anthony J. Quigley, PE
Construction Manager

Tony spent over 30 years working in various roles for the Illinois Department of Transportation, with his most recent position being Region One Engineer. Prior to that, he had a long career in the IDOT Bureau of Construction as a Construction Inspector, Resident Engineer, and Area Supervisor working on some of the biggest projects in the State. Tony has transitioned to Construction Manager at TranSystems, overseeing staff and projects while utilizing his knowledge and relationships.

ISTHA: I-21-4582, I-294 / I-290 / I-88 Interchange Reconstruction, Ramp F (SB Advanced)

Construction Manager for the \$49.8M reconstruction and realignment of Ramp F at I-290. This advance project for the I-290/I-88 interchange project along Southbound I-294 allowed for the widening of I-294 to commence in the area. The project consisted of staged reconstruction of portions of I-294 and I-290, construction of two new bridges over I-290 and Electric Ave, MSE Wall construction, placement of lightweight cellular concrete fill, mass excavation, realignment and reconfiguration of several interchange-to-interchange ramps, temporary pavements, jointed and CRC pavements, temporary soil retention systems, noise abatement wall construction, drainage improvements, Intelligent Transportation System (ITS) infrastructure, temporary and permanent lighting systems, erosion control measures and landscaping improvements, signing, and maintenance of traffic operations. Responsibilities included overseeing the construction management team in inspection, documentation, QA of materials, and survey aspects of the project. For this fast-paced project, proactive management was utilized to identify project issues early and quickly resolve the issues to allow the project to be completed on schedule, and more importantly maintaining the schedule for the I-294 corridor. Due to the interface with I-290 and the local community, extensive coordination with the Illinois Department of Transportation, local stakeholders, and residents are required for the successful completion of this project.

Registrations

Professional Engineer (Civil): IL, 1997
 Professional Engineer (Civil): MI, 2023
 Professional Engineer (General): OH, 2023

Education

B.S., Civil Engineering
 University of Illinois, Urbana-Champaign, 1990

Certifications

IDOT Documentation of Contract Quantities, #24-22383
 Portland Cement Concrete, I
 S-33 Geotechnical Field Testing and Inspection

Training

IDOT Fundamentals of Storm Water Pollution and Erosion and Sediment Control
 IDOT ICORS Training
 Confined Spaces Training
 Railroad Safety Training

Affiliations & Memberships

University of Illinois Circle Civil Engineering Professional Advisory Committee

Years of Experience

33

Years with Firm

3

ISTHA: I-21-4835, Northbound I-294 Roosevelt Road to St. Charles Road (NB Mainline)

Construction Manager for the \$207.6M construction of Northbound I-294 Roosevelt Rd to St. Charles Rd is a project for the I-290/I-88 interchange project at I-294, which is part of the Illinois Tollway’s \$4 billion reconstruction of the Central Tri-State (I-294). Located within the City of Elmhurst and Village of Berkeley, successful completion of this project will allow for the widening of SB I-294 and I-290 to commence in the area. The project includes the demolition of 10 bridges, reconstruction of seven bridges, and constructing one new bridge for a future 3-lane fly-under ramp. The project consisted of staged construction of noise abatement wall construction, MSE wall construction, storm sewer installation, mass excavation, lightweight cellular concrete fill, jointed and CRC pavements, LED lighting upgrades, landscaping/erosion control, ITS, and signing improvements. Responsibilities includes overseeing the construction management team in inspection, documentation, QA of materials, and survey aspects of the project. For this fast-paced project, proactive management was utilized to identify project issues early and quickly resolve the issues to allow the project to be completed on schedule, and more importantly maintaining the schedule for the I-294 corridor.

North Aurora Road, Naperville, IL

Construction Manager for the STP funded North Aurora Road Reconstruction and Resurfacing project. The project includes reconstruction and widening of HMA pavement, patching, installation of curb and gutter, erosion control and protection, water main, sanitary sewer, storm sewer, traffic signals, noise wall, roadway lighting, sidewalk, shared-use path, extensive utility relocation coordination, pavement markings and signage, traffic control and protection, and business and residential outreach.

I-80 at US 30, New Lenox, IL

Construction Manager for the reconstruction and add lane of FAI 80; reconstruction of the I-80 at US Route 30 Interchange; reconstruction of US Route 30; and the widening, redecking and partial bridge replacement of I-80 over US Route 30, Metra Railroad, and Hickory Creek. The work includes bridge superstructure removal, partial removal of existing abutments, construction of new abutments, construction of new cast-in-place reinforced concrete slab bridge, construction of approach and connector pavement, pavement removal, PCC pavement, PCC shoulders, curb and gutter removal and replacement, double face concrete median barrier, drainage structures, storm sewers, storm sewers jacked in place, culverts, pipe underdrains, lighting, surveillance, signing, pavement markings, and landscaping.

BNSF Bridge over I-294, ISTHA, Hinsdale, IL

Project Manager for the BNSF railroad bridge over I-294, an advance-enabling project for the Illinois Tollway’s \$4 billion reconstruction of the Central Tri-State. The project included on-site inspection, review layout of contract including design changes, geotechnical inspection and testing, preparation of records, maintenance of documentation, submittal of pay estimates and change orders, and providing of coordination with the many stakeholders. On-site inspection included oversight of the construction of a temporary shoo-fly bridge over the I-294 mainline. Rather than construct the bridge in place, the shoo-fly bridge was constructed “off-line” on temporary shoring towers, picked up with self-propelled modular transporters (SPMTs), rolled into position and set in place.

Zachary J. Pucel, PE
Project Manager

Zach has successfully served as Project Manager, Resident Engineer and Assistant Resident Engineer on numerous municipal, state, and federally funded projects. He has extensive experience in construction engineering for expressway, urban highway, rural highway and municipal roadway improvements including construction of pavement, bridges, retaining walls, culverts, bike paths, storm sewer, signing and pavement marking, traffic signal and interconnect, roadway lighting, railroad crossings, water main and sanitary sewer installation, maintenance of traffic, and construction layout. He is well versed in IDOT’s project documentation, materials inspection, and construction inspection procedures.

North Aurora Road, Naperville, IL

Project Manager/Resident Engineer for the STP funded North Aurora Road Reconstruction and Resurfacing project. The project includes reconstruction and widening of HMA pavement, patching, installation of curb and gutter, erosion control and protection, watermain, sanitary sewer, storm sewer, traffic signals, noise wall, roadway lighting, sidewalk, shared-use path, extensive utility relocation coordination, pavement markings and signage, traffic control and protection, and business and residential outreach.

Laraway Road, Will County DOT, New Lenox, IL

Project Manager for roadway reconstruction and widening of Laraway Road – Jackson Creek to Cedar Road. The project includes the installation of noise walls, earth excavation, grading, sidewalk construction, driveway construction, crossroad reconstruction, grading for future shared-use path, traffic signal modernization, storm sewer, detention basins, erosion control, landscaping, traffic control and protection, pavement marking and signing.

Registrations

Professional Engineer (Civil): GA, 2017
 Professional Engineer (Civil): WI, 2016
 Professional Engineer (Civil): MI, 2010
 Professional Engineer (Civil): FL, 2016
 Professional Engineer (Civil): IL, 2010

Education

B.S., Civil Engineering
 Michigan Technological University, 2004

Certifications

E-Railsafe System
 IDOT Documentation of Contract Quantities, #21-19420
 IDOT Material Management of Jobsites
 IDOT S-33 Geotechnical Field Testing and Inspection

Training

Fundamentals of Storm Water Pollution and Erosion and Sediment Control
 IDOT ICORS Training Seminar
 Inspection of Erosion and Sediment Control Best Management Practices
 OSHA 10-Hour Construction Safety

Affiliations & Memberships

American Public Works Association
 American Society of Civil Engineers
 American Society of Civil Engineers
 Construction Management Association of America

Years of Experience

26

Years with Firm

22

Chicago Street Reopening, Phase III, Joliet, IL

Resident Engineer/Project Manager for construction management and administration of the Chicago Street Roadway Improvements (Washington Street to Jefferson Street) in the City of Joliet, The project includes the Construction of Chicago Street, widening and resurfacing of Jefferson Street and reconstruction of the Will County/City of Joliet parking lot. Work also includes traffic signal modernization, curb and gutter, erosion control and protection, storm sewer, water main, non-special waste excavation, earth excavation and embankment, pavement markings and signage, roadway and pedestrian lighting, traffic control and protection, urban enhancements and other related and incidental work shown in plans.

ISTHA: I-21-4582, I-294 / I-290 / I-88 Interchange Reconstruction, Ramp F (SB Advanced)

Resident Engineer for the \$49.8M reconstruction and realignment of Ramp F at I-290. This advance project for the I-290/I-88 interchange project along Southbound I-294 allowed for the widening of I-294 to commence in the area. The project consisted of staged reconstruction of portions of I-294 and I-290, construction of two new bridges over I-290 and Electric Ave, MSE Wall construction, placement of lightweight cellular concrete fill, mass excavation, realignment and reconfiguration of several interchange-to-interchange ramps, temporary pavements, jointed and CRC pavements, temporary soil retention systems, noise abatement wall construction, drainage improvements, Intelligent Transportation System (ITS) infrastructure, temporary and permanent lighting systems, erosion control measures and landscaping improvements, signing, and maintenance of traffic operations. Responsibilities included overseeing the construction management team in inspection, documentation, QA of materials, and survey aspects of the project. For this fast-paced project, proactive management was utilized to identify project issues early and quickly resolve the issues to allow the project to be completed on schedule, and more importantly maintaining the schedule for the I-294 corridor. Due to the interface with I-290 and the local community, extensive coordination with the Illinois Department of Transportation, local stakeholders, and residents are required for the successful completion of this project.

I-80 at US 30 Interchange Reconstruction and Bridge Replacement (PTB 189/001), Phase III, Illinois DOT, New Lenox, IL

Resident Engineer/Liaison Engineer for the reconstruction and add lane of FAI 80; reconstruction of the I-80 at US Route 30 Interchange; reconstruction of US Route 30; and the widening, redecking and partial bridge replacement of I-80 over US Route 30, Metra Railroad, and Hickory Creek. The work includes bridge superstructure removal, partial removal of existing abutments, construction of new abutments, construction of new cast-in-place reinforced concrete slab bridge, construction of approach and connector pavement, pavement removal, PCC pavement, PCC shoulders, curb and gutter removal and replacement, double face concrete median barrier, drainage structures, storm sewers, storm sewers jacked in place, culverts, pipe underdrains, lighting, surveillance, signing, pavement markings, and landscaping.

Erik J. Olander, PE, LEED AP
Resident Engineer

Erik has 33 years of experience in the field of construction engineering. He has worked on numerous roadway and bridge construction projects in the Chicagoland area. Erik has served as a Resident Engineer on various interstate and expressway reconstruction and rehabilitation projects for the Chicago Department of Transportation and the Illinois Department of Transportation. He has extensive knowledge of CDOT and IDOT District 1 Policies and Procedures. Erik is intimately familiar with all phases of bridge rehabilitation and replacement. He also has vast experience in CTA construction, water and sewer installation, pavement reconstruction and resurfacing, sidewalks, curb and gutter, lighting installation, pavement patching, structure adjustments, and pavement markings.

I-57 South of I-294 (Tri-State Tollway) to IL 1 (Halsted Street)

Mr. Olander is serving as Resident Engineer on this \$33 million project. The project scope includes Hot Mix Asphalt (HMA) milling and standard overlay of approximately eight miles of I-57 from Halsted Street to south of the Tri-State Tollway (I-294). New HMA surface and binder courses will be installed for all mainline lanes and shoulders. This project also includes pavement patching, sinkhole repairs, new drainage structures, Intelligent Transportation Systems (ITS) upgrades, retaining wall repairs, sign panel replacement, and concrete deck sealing at existing bridges. Work on this project may also include traffic staging for full depth pavement patching and night-time milling/resurfacing so as not to reduce traffic lanes during the day.

I-90/94 at I-290/Ida B. Wells Drive (Jane Byrne Interchange) Miscellaneous Interchange Ramps at Various Locations

Mr. Olander served as Resident Engineer on this \$66 million Jane Byrne Interchange Reconstruction Project. The project scope included improvement of the Interchange’s overall safety, capacity, and geometric

Registrations

Professional Engineer (Civil): IL, 1997

Education

B.S., Civil Engineering
 University of Illinois, 1991

Certifications

IDOT Documentation of Contract Quantities, #20-16269
 IDOT Certified in Fundamentals of Storm Water Pollution & Erosion & Sediment Control
 IDOT Trained in CMMS
 IDOT Certified in PCC Level I & II
 IDOT Certified in HMA Level I & II
 IDOT Certified in Bridge Construction Inspection
 IDOT Certified in Survey I, II & III
 IDOT Certified in Piling
 IDOT Mixture Aggregate Technician Course
 IDOT Nuclear Density Tester Course
 GBCI Leadership in Energy and Environmental Design (LEED) Accredited Professional
 ACI Concrete Field Testing Technician – Grade I
 Proliance for Construction Phase Processes
 OSHA 30

Years of Experience

31

Years with Firm

19

deficiencies through removal and reconstruction/reconfiguration of five interchange bridges including ramp west to south (WS), ramp west to north (WN), ramp south to east (SE), Taylor Exit bypass ramp (new), and the Westbound Congress Viaduct Bridge. The work also included reconstruction of interchange roadway ramps east to south (ES) and eastbound I-290 to Taylor Street Exit as well as the construction of five new retaining walls, modifications to one existing retaining wall, roadway and pavement approach reconstruction, special waste excavation, earth excavation and embankment, light weight cellular concrete fill, expanded polystyrene fill, new storm and combined sewers, expressway lighting, intelligent transportation system surveillance and camera installation, pavement markings, overhead sign structures and interstate signing, locating and bulkheading existing water tunnels, traffic control and protection, construction vibration and displacement monitoring, and air quality monitoring. This project was the recipient of a 2022 ACEC Engineering Excellence Merit Award.

I-55 Inbound Bridges from I-94 to US 41 (Lake Shore Drive)

Mr. Olander served as Resident Engineer on this \$60 million improvement of the I-55 (Stevenson Expressway) Inbound Bridges from I-94 (Dan Ryan Expressway) to US 41 (Lake Shore Drive). The work included removal, replacement, widening and reconstruction of the existing three curved inbound bridge structures located within the I-55 and US 41 Interchange in the City of Chicago. The project spanned over Martin Luther King, Jr. Drive and the Metra and CN Railroad Corridor. The work also included roadway lighting, surveillance and camera installation, overhead signing, interstate signing, and pavement reconstruction within the project limits using 9.75" PCC jointed pavement and shoulders. Three new concrete mechanically stabilized earth retaining walls were constructed adjacent to the bridge locations which utilized lightweight concrete cellular fill as embankment. TranSystems received an excellent consultant evaluation rating from IDOT for this project, received a National ACEC Engineering Excellence Award for this project, and helped IDOT place 1st out of 79 entries for America's Transportation Awards sponsored by the American Association of State Highway and Transportation Officials (AASHTO) in 2019.

Edens Expressway Rehabilitation from Old Orchard to Lake Cook Road

Mr. Olander worked as a Senior Construction Engineer for the \$48 million project. The project included PCC pavement patching of the existing continuously reinforced concrete pavement, micro silica concrete overlay for six bridge decks, removal and replacement of deteriorated sections of the concrete barrier wall, new surveillance systems, and HMA Stone Matrix Asphalt (SMA) overlaying all six lanes of the entire length of the 14-mile expressway. Mr. Olander was responsible for coordinating and supervising night-time inspection during the final 6 months of the project when all HMA paving was performed during night-time expressway lane closures.

Illinois Route 59 from Ferry Road to Aurora Avenue

Mr. Olander served as Resident Engineer on this \$100 million project, which included advance and mainline work, as well as, interchange reconstruction, add lanes, pump station removal and replacement, thirteen noise abatement walls, seventeen retaining walls, utility relocations, electrical duct installation, roadway reconstruction, widening and resurfacing of all major side streets, traffic signals, roadway and interstate lighting, new storm sewer and water main, sidewalks/shared use path, ADA ramps, and the complete reconfiguration of the existing typical diamond interchange into a Diverging Diamond Interchange. The Illinois Route 59 bridge over the Ronald Reagan Memorial Tollway (I-88) was removed and replaced with two new independent bridge structures.

Ahmed S. Eldeen, EIT
Lead Inspector

North Aurora Road, Naperville, IL

Construction Inspector for the STP funded North Aurora Road Reconstruction and Resurfacing project. The project includes reconstruction and widening of HMA pavement, patching, installation of curb and gutter, erosion control and protection, water main, sanitary sewer, storm sewer, traffic signals, noise wall, roadway lighting, sidewalk, shared-use path, extensive utility relocation coordination, pavement markings and signage, traffic control and protection, and business and residential outreach.

I-18-4412, BNSF Bridge over I-294, Hinsdale, IL

Lead Inspector for the BNSF railroad bridge over I-294, an advance-enabling project for the Illinois Tollway’s \$4 billion reconstruction of the Central Tri-State. The project included on-site inspection, review layout of contract including design changes, geotechnical inspection and testing, preparation of records, maintenance of documentation, submittal of pay estimates and change orders, and providing of coordination with the many stakeholders. On-site inspection included oversight of the construction of a temporary shoo-fly bridge over the I-294 mainline. Rather than construct the bridge in place, the shoo-fly bridge was constructed “off-line” on temporary shoring towers, picked up with self-propelled modular transporters (SPMTs), rolled into position and set in place.

US 30 at I-80 Interchange Reconstruction and Bridge Replacement (PTB 189/001), Phase III, Illinois DOT, New Lenox, IL

Construction Inspector for the reconstruction and add lane of FAI 80, reconstruction of the I-80 at US Route 30 Interchange, reconstruction of US Route 30 and the widening, redecking and partial bridge replacement of I-80 over US Route 30, Metra Railroad and Hickory Creek. The work includes bridge superstructure removal, partial removal of existing abutments, construction of new abutments, construction of new cast-in-place reinforced

Registrations

Engineer-in-Training (Civil): WI, 1999

Education

M.S., Civil Engineering
 IIT, 2005

Certifications

IDOT Documentation of Contract Quantities, #21-18314
 ACI Concrete Field Test Technician
 Bituminous Concrete Density Tester
 E-Railsafe System
 IDOT Aggregate Tech Course 3 Day
 IDOT Bituminous Concrete Technician Level I
 IDOT Bituminous Concrete Technician Level II
 IDOT Portland Cement Concrete Level I
 IDOT Portland Cement Concrete Level II
 IDOT Portland Cement Concrete Level III

Affiliations & Memberships

American Precast/Prestressed Concrete Institute
 American Society of Civil Engineers

Years of Experience

27

Years with Firm

14

concrete slab bridge, construction of approach and connector pavement, pavement removal, PCC pavement, PCC shoulders, curb and gutter removal and replacement, double face concrete median barrier, drainage structures, storm sewers, storm sewers jacked in place, culverts, pipe underdrains, lighting, surveillance, signing, pavement markings and landscaping.

Jane Addams Memorial Tollway (I-90), MP 52.10 to MP 46.40)

Construction Inspector in a subconsultant role providing Phase III engineering services for three construction contracts related to the advanced work contracts associated with future roadway and bridge widening on the I-90 Tollway between I-39 and the Elgin Toll Plaza in Winnebago, Boone, McHenry and Kane counties, Illinois. Services included on-site inspection, review of layout, records preparation, documentation maintenance, pay estimates and change order submittals, and final measurements and calculations, all in accordance with Tollway specifications. Construction costs were estimated at \$68 million.

Charles J. Miller Road, McHenry, IL

Assistant Resident Engineer for the Phase III engineering services including construction inspection, project documentation and coordination. Construction management services included constructability review, utility coordination, a public information program and construction observation. The project also included pavement removal, earthwork, drainage improvements, watermain, bike path, retaining walls, PCC pavement, curb and gutter, erosion control, landscaping, traffic signals, and lighting.

Longmeadow Parkway, Algonquin, IL

Assistant Resident Engineer for the construction of Longmeadow Parkway. TranSystems is providing construction inspection, project documentation and coordination for the construction of 2-11' lanes in each direction with an 18' median. Scope of work also includes landscape restoration, pavement marking, signage and a new traffic signal at Longmeadow Parkway and Huntley Road.

Skokie Boulevard at Old Orchard Road, Skokie, IL

Assistant Resident Engineer. The project includes resurfacing, rehabilitation, and reconstruction of the intersection of Old Orchard Road and Skokie Boulevard in the Village of Skokie. The project includes additional auxiliary lanes, channelization improvements, sidewalks, roadway lighting, traffic signals, drainage detention, and pavement markings. These improvements are necessary to improve operations, capacity and safety of this intersection.

Milwaukee Avenue Bridge over I-90 (Kennedy Expressway), Chicago, IL

Construction Inspector for the superstructure replacement of a three-span bridge. The project included demolition of an old bridge deck, beams, beam seats, and backwalls; installation of new beams, beam seats, and bearings; new concrete deck, sidewalk and parapet; approach pavement; and other components. Duties included construction inspection, taking measurements, generating IDR's, and other documents.

Exhibit C

Quality Control and Quality
Assurance Plan

QUALITY CONTROL/ QUALITY ASSURANCE PLAN

1.1 STATEMENT OF POLICY

TranSystems Corporation will apply its expertise within the scope of its Contract to verify that the work performed on the project is conducted within acceptable parameters as established by the client for the work specified.

TranSystems Corporation will implement the following Quality Control / Quality Assurance (QC/QA) Plan to insure the means by which the quality of materials and workmanship used in the construction of the project are monitored. TranSystems Corporation will prepare, implement and maintain a system of QA audits that will insure effective implementation of the QC/QA plan. The QC/QA plan is developed in conjunction with the guidelines and direction of the Illinois Department of Transportation (IDOT). To the extent feasible, the plan will emphasize the prevention of conditions that would have an adverse affect on the quality and will provide a means for prompt and effective correction of deficiencies.

All members of TranSystems Corporation's Construction Team are involved in achieving the highest level of quality on the project. Each individual team member assigned a task on the project is responsible for the quality of that task. Individuals not directly responsible for performing the work will independently verify quality achievement.

The QC/QA Plan will be implemented and monitored by the Quality Assurance Reviewer (QAR). The Quality Assurance functions of checking, auditing and verification of proper performance of Construction Team personnel shall be carried out by the Quality Assurance Reviewer (QAR) who shall have no other responsibilities related to the project.

1.2 QUALITY CONTROL/QUALITY ASSURANCE PLAN

The Quality Control/Quality Assurance (QC/QA) Plan for this project sets forth requirements and establishes guidelines which are intended to insure that the work performed by TranSystems Corporation team members is of the highest quality, and that this work produces the desired outcome of a quality construction job. The plan is composed of the following:

- Quality Control
 - Construction Documentation
 - Construction Inspection
 - Materials Testing
 - Surveying
 - Traffic Control

The Quality Control (QC) Plan is based on the premise that TranSystems Corporation is an official representative of the Client on the construction site. TranSystems Corporation is responsible for the enforcement of project specifications, verification of the quality and quantity of materials used, surveying necessary for the completion of the work, and the complete and proper documentation of all aspects of the work according to established procedures. These responsibilities will be performed in a timely manner to insure that the Contactor's progress schedule is maintained.

- Quality Assurance

The Quality Assurance (QA) Plan consists of monitoring the Quality Control (QC) efforts by means of regularly scheduled audits, providing corrective measures for any deficiencies discovered and documentation of these aspects.

1.2.1 ORGANIZATION

The QC/QA Plan will be administered in accordance with the attached Project Organization Chart. The overall plan will be managed by the TranSystems Corporation Quality Assurance Reviewer (QAR), who will report directly to the Client. The QAR will oversee the implementation of the QC/QA plan for TranSystems Corporation and all sub consultants.

1.2.2 RESPONSIBILITIES

All members of TranSystems Corporation's Construction Team are responsible for the quality of their work. All field personnel are additionally responsible for being thoroughly familiar with contract specifications and drawings and for Quality Control/Inspection requirements for their assigned tasks.

- **QUALITY ASSURANCE REVIEWER**

The QAR is ultimately responsible for the implementation of the QC/QA Plan. He or she will work closely with the TranSystems Corporation Construction Manager and Resident Engineer to insure that QA audits are being performed in a timely fashion, that the proper QA documentation is completed and up to date, and that corrective action is being taken when required. The QAR is responsible for performing audits as scheduled, documenting the results of audits, and implementing any corrective actions. He or she will work with the TranSystems Corporation Resident Engineer to assure that the QC/QA Plan is being carried out and that any recommendation derived by the audits are implemented in a timely fashion. The QAR will prepare and submit any reports directly to the Client and will implement any changes or adjustments to the QC/QA Plan deemed necessary as construction progresses. The QAR will have no other responsibilities on the jobsite other than administration of the QC/QA Plan.

- **CONSTRUCTION MANAGER**

- Assignment of adequate personnel to insure the quality of construction.
- Verification of personnel qualifications.

- **RESIDENT ENGINEER**

TranSystems Corporation's Resident Engineer will be responsible for the administration of day-to-day activities of the Construction Team, including:

- Integrity and completeness of construction documents and projects documentation.
- Implementation of Audit recommendations to insure quality control.
- Verification of equipment calibrations.
- Acting as liaison between the Client and the contractor.

The RE will work with the QAR to ensure that the quality of the work being performed by team members and sub consultant personnel is being maintained. He will report directly to the Client's Project Manager regarding day-to-day activities on the site.

- **QUALITY ASSURANCE MANAGER**

The Quality Assurance Manager will be independent of the RE and staff inspectors for the project. The QA Manager will complete the following:

- Review IDOT QC/QA procedures with staff assigned to each project. Testing frequencies for QC and QA, action required for failed tests, and parameters for material acceptance will be emphasized.
- Generate a summary and log of QC and QA reports in relation to quantities completed for concrete and HMA pay items on all projects. Amount of QC testing will be tracked to determine the need and frequency for QA testing. This information will be communicated and provided to the RE.
- Communicate with the RE during material production and placement to determine best course of action in accordance with applicable IDOT procedures for any unusual or special issues.
- Review QC and QA reports for compliance and perform comparisons, which will be recorded on the QA reports.
- Notify RE if comparisons are outside the acceptable limits of precision or reports are non-compliant.

The Quality Assurance Manager will ultimately ensure that all material has been properly inspected and found to be in compliance with all applicable project documents and specifications.

1.2.3 **QUALITY CONTROL**

The quality control on this project will consist of those items of work required to ensure the completion of this project in accordance with all Project Specifications. The construction phase is divided into three separate groups signifying the order in which the items occur.

The Project Organization Chart illustrates the functional and administrative reporting channels for the QC personnel.

A. PRE-CONSTRUCTION

A.1 Contractual Duties

The Construction Manager and Resident Engineer shall review and become familiar with TranSystems' contract with the client. Often, within the scope of services, are requirements regarding reports, materials testing, meetings, etc. The agreement between the Client and the Contractor should also be reviewed to determine if TranSystems' role during construction has been defined.

A.2 Plans and Contract Documents

The Construction Manager and Resident Engineer shall review plans and contract documents (and any addenda) for the project to become familiar with the scope of improvements, specifications and conditions.

A.3 Working Days

The Resident Engineer should review the contract and determine how many working days are to be charged. Generally, the contracts will be set up on either calendar days or working days. The method of charging working days or workable days will be defined in the contract documents. The Contractor should be reminded of the method at the preconstruction meeting.

A.4 Schedules

The Resident Engineer should obtain a work schedule from the Contractor prior to issuing a notice to proceed. The schedule should be updated by the Contractor at each pay estimate. To aid in charging working days, the contractor should note all controlling items on the project. The Contractor's construction schedule should meet the requirements set forth in the contract documents.

If construction staking is required, the entity responsible for the staking shall be identified and the timing of the staking should be incorporated into the construction schedule.

A.5 Subcontractors

The Resident Engineer shall obtain from the Contractor a listing off all subcontractors and material suppliers. The qualifications of the sub-contractors should be reviewed in accordance with the contract documents and client requirements. Subcontractors should be approved prior to issuing a notice to proceed.

A.6 Pre-Construction Meeting

A pre-construction meeting should be conducted prior to construction. Questions by the Contractor can be addressed at this time. Special conditions, traffic control requirements, scheduling, and contract requirements should be discussed. Attendance should include the Client, Construction Manager, Resident Engineer, Contractor, Sub-Contractor, and utility companies. Whenever a meeting is held, minutes shall be prepared and distributed to all persons in attendance.

A.7 Authority

The Construction Manager should discuss with the Client the authority which the Resident Engineer has in making decisions in the field. In no event shall TranSystems Corporation be responsible for on site safety without first consulting with legal counsel. A decision making process shall be outlined in writing by the Construction Manager and distributed to both the Client and the Resident Engineer.

A.8 Notice to Proceed

The Construction Manager shall determine with the Client who will be responsible for issuing the Notice-to-Proceed. The charging of working days will begin following the submittal of the Notice-to-Proceed as designated in the contract.

B. CONSTRUCTION

B.1 CONSTRUCTION DOCUMENT CONTROL

Contract Documents

Construction documents, including shop drawings, plans, specifications and special provisions, will be reviewed for completeness and constructability. The RE will record document reviews on a Construction Document Review Form and the document will then be distributed to the appropriate personnel (as indicated on the form). All field personnel will be required to be familiar with the current construction documents.

Approval of Submittals

The Resident Engineer shall review the contract plans and documents for items which require a submittal from the Contractor (including mix designs). The Resident Engineer will prepare a submittal schedule or have the Contractor provide a submittal schedule that reflects the construction schedule.

Responses to submittals shall be in writing and shop drawings, catalog cuts, and other similar documents shall be stamped with the Shop Drawing Review Stamp (shown below) and completed. Non-required submittals shall be returned with a letter stating no action was taken.

PROJECT _____

DATE REC'D _____

- APPROVED,**
Fabrication / Installation may be undertaken.
Approval does not authorize changes in the Contract Sum or Contract Time.
- APPROVED AS CORRECTED,**
Fabrication / Installation may be undertaken.
Approval does not authorize changes in the Contract Sum or Contract Time.
- CORRECT, REVISE AND RESUBMIT,**
Fabrication / Installation MAY NOT be undertaken.
In resubmitting, limit corrections to the items marked.
- NO ACTION**
Contractor to follow contract requirements.

BY: _____ **DATE:** _____

Review / approval neither extends nor alters any contractual obligations of the Engineer. Review does not relieve the contractor from complying with all requirements of the contract documents.

A shop drawing log will be maintained for tracking the progress of shop drawings and submittals through the approval process.

Plan Changes

A redesign during construction shall be completed at the discretion of the Construction Manager. Redesign items shall be discussed with the Client by the Construction Manager prior to further construction. The Construction Manager should consult with the Principal before redesign. If a change order is required, no work should be allowed on a redesign item until the change order has been approved.

Changes and addendum to the plans and special provisions will be recorded and distributed to all applicable field personnel. A record of the changes and distribution will be maintained.

B.2 CONSTRUCTION INSPECTION CONTROL

Pre-Event Meeting

Prior to the Contractor commencing any work on a major item, the RE will hold a Pre-Event meeting to discuss the proper construction procedures with the Contractor. In addition, this meeting will serve as a review of the inspector's checklists that apply to the item. The QAR will periodically sit in on these meetings to verify that the proper QC procedures are reviewed.

Construction Meetings

The Resident Engineer shall set up construction meetings as required by the contract documents. Attendance should include the Client, Construction Manager, Resident Engineer, Contractor, and Sub-contractors. Decisions, directions, and/or disagreements discussed at these meetings shall be

documented in writing. The frequency of these meetings shall be determined by the size and complexity of the project.

Team Meeting

In addition to the Pre-Event meetings, the RE will hold regular team meetings to inform and update the inspection personnel on any changes in the plans or specifications. The RE will also verify that the proper inspector's checklists are being followed.

Inspection/Test Procedures

All inspection/test procedures will be performed by trained and certified inspection personnel. The frequency of testing will be in accordance with project requirements. All equipment used will be calibrated by qualified personnel on a regular basis. Calibration records will be maintained. If an instrument has not been calibrated, or if there is reason to believe that the current calibration is no longer accurate, that particular instrument will not be used on the project until it is re-calibrated.

The result of daily inspection and testing procedures will be recorded on the proper form at the end of each day. The Resident Engineer or Documentation Engineer will check each report/form for accuracy and completeness.

Change Orders

The Construction Manager and Resident Engineer Shall review Client requirements for issuing change orders including requirement for standard forms ,time of submittal, recipient of change orders, etc. Written justification for change orders shall be documented and submitted with each change order. The Construction Manager and/or Resident Engineer should discuss change orders with the Client prior to Submittal.

Public Liaison

The Construction Manager shall discuss with the Client who is to address questions and issues raised by property owners and/or the public at-large. Normally the Resident Engineer should address public questions and issues in the field or refer them to either the Construction Manager or the Client. If the Construction Manager is responsible for public questions, a listing of qualified personnel should be maintained in the field office and in the main office for referrals. Discussions with the public shall be documented.

Pay Estimate

The Resident Engineer shall review Client requirements for pay estimates. It is the helpful if this review is done with the Contractor. Requirements typically include standard form, time of submittal, recipient of pay estimate, etc. Quantities included in pay estimates shall be documented in the project quantity book. Pay items lacking proof of material inspection shall not be placed on a pay estimate.

B.3 MATERIALS TESTING CONTROL

General Requirements

The Resident Engineer shall review the plans and contract documents for testing requirements of the project.

On-site materials testing and batch-plant inspection will be performed by properly trained construction team members or an IDOT approved material sub-consultant. Off-site materials inspection not performed by the Client, will be made by TranSystems Corporation or an IDOT approved material sub-consultant.

All materials intended for use on the project will be inspected and approved prior to incorporation into the work. Materials approved off-site will be subject to a final visual inspection to insure their integrity.

Test Methods

All tests shall be performed using established industry standard procedures and/or current procedures, with the results being reported on the appropriate project forms. Equipment used to perform tests shall be calibrated as previously described. The frequencies of testing shall be established in the contract documents.

Inspection Personnel

Personnel performing on-site materials inspection and batch-plant inspection will have the appropriate level of IDOT QC/QA training. Inspectors without certification will not be used.

B.4 SURVEY CONTROL

General Requirements

All survey work required on the project will be recorded in field books and checked and initialed by an individual other than the original note taker.

Layout

Layouts will be checked against permanent control points and these checks will be recorded in a field book.

Structural layouts will be checked and recorded in the manner described above.

B.5 PROJECT DOCUMENTATION CONTROL

General Requirements

The Resident Engineer shall document, as required by the contract documents and in accordance with the TranSystems Construction Documentation Manual, all aspects of the project. Documentation will be performed and updated on a daily basis by each team member. All documentation will be checked and filed or returned for revision by the Documentation Engineer or Resident Engineer, who will be trained and certified in documentation procedures.

A daily diary should be maintained noting construction activities, discussions, personnel at the site (Contractor, Client, and TranSystems), etc. Phone/meeting records, testing results, receipts, etc. shall be maintained by the Resident Engineer and included in the project files.

Files will be maintained and kept up-to-date for each category of documentation required. These files will be kept open to inspection by TranSystems Corporation's QAR and by the Client.

B.6 PROJECT TRAFFIC CONTROL

General Requirements

Prior to the start of work, TranSystems Corporation's Resident Engineer will conduct a meeting with TranSystems Corporation project team members and sub consultant personnel to review job safety as it relates to proper procedures for working with traffic present. An outline summary of the meeting shall be kept as a permanent project record along with an attendance sheet signed by each participant.

One project staff member will be assigned to check the placement of traffic control devices once each day. The inspector shall check that the Contractor has provided the necessary traffic control devices as specified in the Contract Plans. The inspector shall submit a daily inspection sheet attached to this plan.

C. POST CONSTRUCTION

C.1 Final Walkthrough

The final walkthrough should be conducted when the Contractor is substantially complete with construction. Various aspects of the project should be reviewed based on the plans and contract documents. Attendance at the final walkthrough should include the Client, Construction Manager, Resident Engineer, Contractor and Sub-contractors.

C.2 Punch List

A listing (punch list) of items requiring additional work shall be prepared and documented if we are conducting the final walkthrough. The Contractor shall be given a copy of the list with instructions to complete the work as specified in the contract and specifications. A list should be created during the final walkthrough of items requiring additional work. The punch list should be created and sent to the Contractor for completion.

C.3 Punch List Follow-up

The Contractor is to notify the Client and the Resident Engineer when all punch list items have been completed. The Resident Engineer, Client, and Contractor will review the punch list items for satisfactory completion. If items require additional work a second punch list "follow-up" may be documented and sent to the Contractor for completion.

C.4 Final Acceptance

After the Client agrees and following the completion of punch list items, final acceptance of a project shall be given to the Contractor in the form of a letter either by the Client or the Construction Manager.

C.5 Final Change Order, Pay Estimates, Release of Retainage

The final change order, pay estimate, and release of retainage should follow the final acceptance of the project. Quantity book documentation should be completed prior to submitting the final change order and pay estimate.

C.6 Closeout Review of Plans by Construction Personnel (Rate/Grade Plans Prepared by TranSystems Corporation)

The Resident Engineer should prepare and submit a detailed project summary to the Construction Manager. The report should include the suggestions and solutions for problems encountered during construction.

C.7 Record Documents

If required in the engineering services contract, the Construction Manager should prepare "Record" documents and deliver them to the Client.

C.8 Client Audit

The Client Manager should have a closeout conference with the Client. This is an opportunity to assess Client perceptions about the services provide under the terms of the contract.

1.2.3 AUDITS

The QC/QA Plan will be monitored and adjusted through a series of regularly scheduled audits. These scheduled audits are to be performed by the Quality Assurance Reviewer (QAR) on a monthly basis.

The purpose of the audits is to verify the effectiveness of the QC/QA Plan. Each audit will check personnel qualifications/certifications, equipment calibration records, on-site inspection and testing procedures, surveying procedures and project documentation.

Prior to the performance of a scheduled audit, a pre-audit meeting will be held with the RE to review the items to be audited and to determine the status of any previously implemented Corrective Action Plans.

Additional audits may be performed on an unscheduled basis to maintain the integrity of the QC/QA Plan. These audits will follow the same procedures as the regularly scheduled audits.

1.2.4 CORRECTIVE ACTION

If, during any stage of the project, deficiencies are discovered in the QC/QA implementation through the auditing system, steps will be taken to correct deficiencies and to prevent them from recurring.

Deficiencies will be reported on the Quality Assurance Report, a copy of which will be submitted to the Client. The Corrective Action Plan will also be detailed on the report. A follow up audit will be performed to assess the effectiveness of the corrective action, and to determine if further corrective action is required.

1.2.5 QUALITY ASSURANCE RECORDS

The implementation and success of the QC/QA Plan will be tracked through a system of records that will be updated and maintained on a regular basis. The records will consist of the following:

- 1 Schedule of Audits
- 2 Equipment Calibration Schedule and Check Sheet
- 3 Personnel Certifications
- 4 Check List
- 5 Quality Assurance Reports

The schedule of Audits will be in the form of a check sheet. Each scheduled audit will be signed by the QAR upon completion of the audit.

Equipment calibration records will indicate the calibration scheduled, latest date of calibration, method of calibration where applicable, the individual(s) performing the calibration, and the status of the equipment. This information will be recorded on the Equipment Calibration Record form for each piece of equipment requiring calibration or verified with IDOT annual approval documentation.

Up-to-date personnel certifications will be maintained for each individual performing work on the project where required.

The results of scheduled audits will be reported on the Quality Assurance Report form and the Check List. Information to be contained on the report forms includes the date of audit, items covered by the audit, audit procedures used for each item, results of the audit, recommended corrective action and the name of the auditor.

If corrective actions are recommended in the audit report, a Correction Action Plan will be developed by the QAR working in cooperation with the RE, and will be approved by the QAR. The RE will carry out the Corrective Action Plan. Upon successful completion of the Plan, the RE will complete the appropriate section of the Quality Assurance Report. A follow up audit will then be performed by the QAR to verify that the Corrective Action Plan was successfully implemented. The QAR will complete the Quality Assurance Report.

1.2.7 FORMS

The following forms will be used in the implementation of the QC/QA Plan:

- QUALITY ASSURANCE REPORT
- QUALITY ASSURANCE CHECK LIST
- PROJECT STARTUP CHECK LIST
- FILE BOX CHECK LIST
- PROJECT CLOSE OUT CHECK LIST
- DIARY CHECK LIST
- IDR CHECK LIST

- QUANTITY BOOK CHECK LIST
- TICKET FILE CHECK SHEET
- FIELD BOOK CHECK SHEET
- SURVEY FIELD BOOK CHECK LIST
- DOCUMENT REVIEW

In addition, the following forms are to be used by the survey sub consultant in the performance of his QA Plan:

- FIELD BOOK CHECK SHEET
- SURVEY FIELD BOOK CHECK LIST

QUALITY ASSURANCE REPORT



Project	_____	Client Contract No.	_____
Project No.	_____	Start Date of Project	_____
Client	_____	Scheduled Completion Date	_____
Resident Engineer	_____	QAR No.	_____
Construction Manager	_____	Date	_____

Description of Deficiency: _____

Corrective Action Plan: _____

Follow Up Report: _____

_____ QA Reviewer _____ Resident Engineer

cc: Project File
Construction Manager

QUALITY ASSURANCE CHECK LIST



Project _____	Client Contract No. _____
Project No. _____	Start Date of Project _____
Client _____	Completion Date _____
Resident Engineer _____	QA Reviewer _____
Construction Manager _____	Date of Check _____

		Yes	No	N/A
1	Has the CM reviewed with the RE the contract with the Client?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Does the RE have an understanding of their role?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Have the CM and RE reviewed the construction contract documents to become familiar with the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Does the RE know how to charge working days or workable days to the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Has the RE obtained a work schedule from the Contractor prior to issuing the Notice to Proceed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Has the Contractor submitted a progress schedule with each pay estimate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Has the Contractor's progress schedule been approved?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Has the RE reviewed the qualifications of the Subcontractors prior to issuing the Notice to Proceed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Has a preconstruction meeting been held?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Have meeting minutes been prepared by the RE for the preconstruction meeting?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Has the CM determined with the Client the level of authority the RE has in making decisions in the field?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Has this process been put in writing by the CM and distributed to the Client and RE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Has the CM discussed with the Client who will be responsible for issuing the Notice to Proceed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Has the Notice to Proceed been issued?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Have the construction documents, including shop drawings, plans, specs and special provisions been reviewed and the construction document review form been completed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Is a shop drawing log being maintained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	If a redesign is necessary, has the CM consulted with the Client and Principal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	If a redesign is necessary, has the change order been issued before the redesign is started?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Has a pre-event meeting been held before a major item of work takes place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Has the RE held regular team meetings to inform and update inspection personnel?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Has inspection/ testing person verified that the equipment is correctly calibrated at all times?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Has the RE verified that the IDR's are complete and accurate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Has CM/ RE discussed the change order with Client prior to submittal?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Has written justification been submitted with each change order?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Has the CM discussed with the Client who is to address issues raised by property owners and the public?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	Have discussions with the public been documented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Has RE reviewed Client requirements for pay estimates?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

QUALITY ASSURANCE CHECK LIST



		Yes	No	N/A
28	Have all pay items been verified that proper material inspection has been reviewed before placing p items in an estimate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	Have the plans and contract documents been reviewed for testing requirements of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Have materials for project been properly tested using established industry procedures and/ or current procedures utilizing persons with the appropriate level of IDOT QC/ QA training?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31	Has all survey work been recorded in field books, checked and initialed by another person?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32	Have the layouts been checked against permanent control points and recorded in the field book?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33	Has the RE documented all aspects of the project, updating these records daily?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34	Is a daily diary being maintained noting construction activities, discussions, personnel?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35	Has the RE held a meeting to discuss traffic control with the TranSystems project team members and sub-consultant personnel?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36	Has one person been assigned to check the placement of traffic control devices each day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37	Has the final walk through been completed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38	Has a punch list been created?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39	Has punch list work been reviewed and a punch list follow up been issued?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40	Has final acceptance been issued in the form of a letter by the Client or Construction Manager?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41	Has all quantity book documentation been completed prior to submitting the final change order and pay estimate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42	Has the RE prepared and submitted a detailed project summary to the CM?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	Have record documents been prepared by the CM and delivered to the Client?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44	Has the Client Manager had a closeout conference with the client?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45	Has an audit been performed to check personnel qualifications/ certifications, equipment calibration records, on-site inspection and testing procedures, surveying procedures and project documentation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46	Has a pre-audit meeting been held with the RE?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47	Have the Quality Assurance Report and Corrective Action Plan been submitted to the Client?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48	Are the QA records being maintained and updated on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49	Are equipment calibration records complete and updated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50	Are personnel certifications complete and updated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51	Are results of audits being maintained on the audit report form and check list?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52	Are Corrective Action Plans being created and implemented properly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Remarks _____

 QA Reviewer
 cc: Project File
 Construction Manager

 Resident Engineer

Project Startup Check List



Project _____	Client Contract No. _____
Project No. _____	Start Date of Project _____
Client _____	Completion Date _____
Resident Engineer _____	QA Reviewer _____
Construction Manager _____	Date of Check _____

	Completed	N/A	Date	Initials
Review Project Scope	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Review Plans and Specifications	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Review Soils Report	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Review RE to do file	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Review Award Report or Bid Tab	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Visit the Project Site	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Photograph/ Video Project site	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Setup Job Filling System	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Setup Diary	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Setup Quantity Book	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Setup Computer Filling System	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Attend/ Hold Pre-Construction Meeting	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Distribute Pre-Construction Meeting Minutes	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Review Project Schedule	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Coordinate with Materials Sub-Consultant	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Receive Approved Sub-Contractor (BC-260A)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Hold DBE/WBE meeting with Contractor and Sub	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Start filling out Resident Engineer's Check list For DBE/WBE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Review Concrete Mix Designs	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Review Bituminous Mix Designs	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Log and Review Shop Drawing Submittals	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Receive Disposal Site Letter from Contractor	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Report Starting Date	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

_____	QA Reviewer	_____	Resident Engineer
cc: Project File			
Construction Manager			

File Box Check List



Project _____	Client Contract No. _____
Project No. _____	Start Date of Project _____
Client _____	Completion Date _____
Resident Engineer _____	QA Reviewer _____
Construction Manager _____	Date of Check _____

	Completed	N/A	Date	Initials
1. JOB FILE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
2. FINAL QUANTITIES & FINAL PAPERS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
3. WEEKLY REPORTS, START/STOP, & PROGRESS SCHEDULE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
4. AUTHORIZATIONS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
5. FORCE ACCOUNTS & EXTRA WORK DAILY REPORTS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
6. PAY ESTIMATES	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
7. AWARD REPORT & CONTRACT	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
8. PRECONSTRUCTION MEETING MINUTES	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
9. APPROVED SUB CONTRACTORS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
10. WEEKLY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
11. APPROVED MATERIALS INSPECTION REPORT	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12. MATERIAL INSPECTION SHORTAGES AND RE VISUALS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.1. MATERIAL CERTIFICATIONS - MISCELLANEOUS ITEMS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.2. MATERIAL CERTIFICATION - REMOVAL ITEMS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.3. MATERIAL CERTIFICATIONS SEEDING AND SODDING	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.4. MATERIAL CERTIFICATION FILLS & AGGREGATES	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.5. MATERIAL CERTIFICATION - FABRICS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.6. MATERIAL CERTIFICATION DRAINAGE & STORM SEWER ITEMS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.7. MATERIAL CERTIFICATIONS EROSION CONTROL AND PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.8. MATERIAL CERTIFICATION SEALANT & BONDING AGENTS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.9. MATERIAL CERTIFICATION - REBAR	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.10. MATERIAL CERTIFICATION - STRUCTURAL STEEL/ PILE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.11. MATERIAL CERTIFICATION - MOT & PVT. MARKINGS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.A.12. MATERIAL CERTIFICATION - ELECTRICAL/ TRAFFIC SIGNAL	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.B.1. BITUMINOUS MIX DESIGNS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.B.2. BITUMINOUS REPORTS, EXTRACTIONS & MARSHALLS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.B.3. INSPECTION BITUMINOUS CORE RESULTS, NUCLEAR DENSITY REPORTS & BIT CONCR. PAVING SUMMARY	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.C.1. CONCRETE MIX DESIGNS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

File Box Check List

	Completed	N/A	Date	Initials
12.C.2. CONCRETE TEST REPORTS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12.C.3. INSPECTION PCC CYLINDER BREAKS & PCC CONCRETE POUR SUMMARY	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
12. D. MATERIALS CONSULTANT FIELD REPORTS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
13. CALCULATION FILE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
14. SURVEY	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
15. E.E.O. REPORTS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
16. PAYROLL	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
17. UTILITIES	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
18. PERMITS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
19. SHOP DRAWINGS AND SUBMITTALS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
20. TRAFFIC CONTROL	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
21. RAILROAD PROTECTIVE INSURANCE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
22. SCALE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
PROJECT DIARY	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
QUANTITY BOOK	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
INSPECTOR'S DAILY REPORTS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FIELD BOOK NO. 1 - MEASUREMENTS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FIELD BOOK NO. 2 - DRAINAGE AND UTILITIES	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FIELD BOOK NO. 3 - CONCRETE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FIELD BOOK NO. 4 - BITUMINOUS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FIELD BOOK NO. 5 - SURVEY	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
FIELD BOOK NO. 6 - DEPTH CHECKS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
DELIVERY TICKETS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
DELIVERY TICKETS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
DELIVERY TICKETS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
DELIVERY TICKETS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
DELIVERY TICKETS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
DELIVERY TICKETS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
DELIVERY TICKETS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
DELIVERY TICKETS	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

 QA Reviewer
 cc: Project File
 Construction Manager

 Resident Engineer

Project Close Out Check List



Project _____	Client Contract No. _____
Project No. _____	Start Date of Project _____
Client _____	Completion Date _____
Resident Engineer _____	QA Reviewer _____
Construction Manager _____	Date of Check _____

	Completed	N/A	Date	Initials
Hold Final Walk Through	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Develop Punch List	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Punch list Completed	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Complete Last Weekly Report	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Report Completion Date	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Tally Ticket Files	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Cross Reference IDRs, Field Books, Tickets and Quantity Book	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Prepare Final List of Quantities	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Agree to Final Quantities with Contractor and Sub-Contractors	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Submit Final Balancing Authorization	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Submit Final Pay Estimate	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Complete Resident Engineer's Check list For DBE/WBE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Resolve any material deficiencies	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Complete Final Papers	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Complete Record Drawings	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Prepare Final Job Box w/ box contents	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Final Documentation Review	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Client Acceptance of Completed Project	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Submit Job Box	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

_____ QA Reviewer	_____ Resident Engineer
cc: Project File Construction Manager	

Diary Check List



Project _____	Client Contract No. _____
Project No. _____	Start Date of Project _____
Client _____	Completion Date _____
Resident Engineer _____	QA Reviewer _____
Construction Manager _____	Date of Check _____

	Yes	No	Remarks
The dairy is a hard bound book	<input type="checkbox"/>	<input type="checkbox"/>	_____
The outside cover is labeled and shows contract information	<input type="checkbox"/>	<input type="checkbox"/>	_____
The inside cover shows is labeled per Construction Manual	<input type="checkbox"/>	<input type="checkbox"/>	_____
The cover is signed	<input type="checkbox"/>	<input type="checkbox"/>	_____
Inspectors initials and full names are shown on inside cover	<input type="checkbox"/>	<input type="checkbox"/>	_____
All abbreviations and/ or acronyms used are shown on first page	<input type="checkbox"/>	<input type="checkbox"/>	_____
Each page is stamped with appropriate diary stamp	<input type="checkbox"/>	<input type="checkbox"/>	_____
Stamped area of page is filled out daily	<input type="checkbox"/>	<input type="checkbox"/>	_____
There is an entry for each day of the project	<input type="checkbox"/>	<input type="checkbox"/>	_____
The start, stop, suspension and resumed dates are shown	<input type="checkbox"/>	<input type="checkbox"/>	_____
Entries contain significant items relating to the project	<input type="checkbox"/>	<input type="checkbox"/>	_____
The diary is neatly filled out in pen	<input type="checkbox"/>	<input type="checkbox"/>	_____

Additional Remarks _____

_____ QA Reviewer	_____ Resident Engineer
----------------------	----------------------------

cc: Project File
Construction Manager

IDR Check List



Project _____ Client Contract No. _____
 Project No. _____ Start Date of Project _____
 Client _____ Completion Date _____
 Resident Engineer _____ QA Reviewer _____
 Construction Manager _____ Date of Check _____

	Yes	No	Remarks
A three ring binder is being used to hold IDRs	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cover and binding labeled with Contract information	<input type="checkbox"/>	<input type="checkbox"/>	_____
IDRs are in chronological order with the latest on top	<input type="checkbox"/>	<input type="checkbox"/>	_____
IDRs are sequential numbered	<input type="checkbox"/>	<input type="checkbox"/>	_____
IDRs are completely filled out (i.e.. Date, Weather & Initials)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Referenced field book pages are copied and attached to IDR	<input type="checkbox"/>	<input type="checkbox"/>	_____
Estimated IDRs are cross referenced to final IDR	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper material inspection is reported	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fund code is shown on IDRs	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sketches shown for locations of measurements	<input type="checkbox"/>	<input type="checkbox"/>	_____
Spread sheet calculation show formulas used	<input type="checkbox"/>	<input type="checkbox"/>	_____
Additional calculation are attached and checked	<input type="checkbox"/>	<input type="checkbox"/>	_____
IDRs are entered into the Quantity Book	<input type="checkbox"/>	<input type="checkbox"/>	_____

Additional Remarks _____

 QA Reviewer
 cc: Project File
 Construction Manager

 Resident Engineer

Quantity Book Check List



Project _____	Client Contract No. _____
Project No. _____	Start Date of Project _____
Client _____	Completion Date _____
Resident Engineer _____	QA Reviewer _____
Construction Manager _____	Date of Check _____

	Yes	No	Remarks
A three ring binder is being used to hold Quantity Book	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cover and binding labeled with Contract information	<input type="checkbox"/>	<input type="checkbox"/>	_____
The information is entered on first page	<input type="checkbox"/>	<input type="checkbox"/>	_____
The index is up to date	<input type="checkbox"/>	<input type="checkbox"/>	_____
A date is shown for each entry	<input type="checkbox"/>	<input type="checkbox"/>	_____
Complete location is entered	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper quantity is entered from IDR or Field Book	<input type="checkbox"/>	<input type="checkbox"/>	_____
Estimated quantities are cross referenced to final quantities	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper evidence of material inspection is reported	<input type="checkbox"/>	<input type="checkbox"/>	_____
Scale Information is shown on all tonnage items	<input type="checkbox"/>	<input type="checkbox"/>	_____
IDR numbers are used for Progress Documentation Source	<input type="checkbox"/>	<input type="checkbox"/>	_____
Final Source of Documentation is filled out	<input type="checkbox"/>	<input type="checkbox"/>	_____
The final quantity balances with the authorized amount	<input type="checkbox"/>	<input type="checkbox"/>	_____
Approved authorizations are entered and dated	<input type="checkbox"/>	<input type="checkbox"/>	_____

Additional Remarks _____

_____ QA Reviewer	_____ Resident Engineer
cc: Project File Construction Manager	

Ticket File Check List



Project _____ Client Contract No. _____
 Project No. _____ Start Date of Project _____
 Client _____ Completion Date _____
 Resident Engineer _____ QA Reviewer _____
 Construction Manager _____ Date of Check _____

	Yes	No	Remarks
All tickets are kept in a manila envelope	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cover and binding labeled with book name and number	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cover is labeled with Contract information	<input type="checkbox"/>	<input type="checkbox"/>	_____
The insided cover is filled out with return address	<input type="checkbox"/>	<input type="checkbox"/>	_____
All tonnage tickets for payment are initialed and tallied	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tally tapes are dated	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tally tapes shows Contract Information	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tally tapes shows pay item and code number	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tally tapes are zeroed out	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tally tapes are checked	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ticket tags are being used	<input type="checkbox"/>	<input type="checkbox"/>	_____

Additional Remarks _____

_____ QA Reviewer _____ Resident Engineer
 cc: Project File
 Construction Manager

Field Book Check List



Project _____	Client Contract No. _____
Project No. _____	Start Date of Project _____
Client _____	Completion Date _____
Resident Engineer _____	QA Reviewer _____
Construction Manager _____	Date of Check _____

	Yes	No	Remarks
The field book is a hard bound book	<input type="checkbox"/>	<input type="checkbox"/>	_____
The outside cover is labeled and shows contract information	<input type="checkbox"/>	<input type="checkbox"/>	_____
The inside cover shows a return address	<input type="checkbox"/>	<input type="checkbox"/>	_____
The index complete	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pages are numbered	<input type="checkbox"/>	<input type="checkbox"/>	_____
Daily notations; date, initials, weather	<input type="checkbox"/>	<input type="checkbox"/>	_____
Calculations are shown	<input type="checkbox"/>	<input type="checkbox"/>	_____
Calculations are checked	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bench mark descriptions completed listed in back of book	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sketches used to show locations and measurements	<input type="checkbox"/>	<input type="checkbox"/>	_____
Continuation notes are cross referenced	<input type="checkbox"/>	<input type="checkbox"/>	_____
Book is neatly filled out	<input type="checkbox"/>	<input type="checkbox"/>	_____

Additional Remarks _____

_____ QA Reviewer _____ Resident Engineer

cc: Project File
Construction Manager

Survey Field Book Check List



Project _____	Client Contract No. _____
Project No. _____	Start Date of Project _____
Client _____	Completion Date _____
Resident Engineer _____	QA Reviewer _____
Construction Manager _____	Date of Check _____

	Yes	No	Remarks
The field book is a hard bound book	<input type="checkbox"/>	<input type="checkbox"/>	_____
The outside cover is labeled and shows contract information	<input type="checkbox"/>	<input type="checkbox"/>	_____
The inside cover shows a return address	<input type="checkbox"/>	<input type="checkbox"/>	_____
The index complete and pages are numbered	<input type="checkbox"/>	<input type="checkbox"/>	_____
Daily notations; date, initials, weather	<input type="checkbox"/>	<input type="checkbox"/>	_____
Alignment data shown and checked	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bench turns calculated and checked	<input type="checkbox"/>	<input type="checkbox"/>	_____
PGL elevations computed and checked	<input type="checkbox"/>	<input type="checkbox"/>	_____
Calculations are shown and checked	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bench mark descriptions completed listed in back of book	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sketches used to show locations and layouts	<input type="checkbox"/>	<input type="checkbox"/>	_____
Continuation notes are cross referenced	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cross-sections out far enough	<input type="checkbox"/>	<input type="checkbox"/>	_____
Book is neatly filled out	<input type="checkbox"/>	<input type="checkbox"/>	_____

Additional Remarks _____

_____	QA Reviewer	_____	Resident Engineer
cc: Project File			
Construction Manager			

DOCUMENT REVIEW



Project	_____	Client Contract No.	_____
Project No.	_____	Date Reviewd	_____
Reviewer	_____	Date Distributed	_____

Document Reviewed For:

- Compliance to Plans and Specifications
- Adequacy and Completeness of Design
- Constructability
- Accuracy of Quantities
- Affects on Progress Schedule
- Any Required Approval Signatures
- PE or SE Stamp If Required
- Other

Distribution:

- Client
- QA Reviewer
- Resident Engineer
- Assistant RE
- Documentation Engineer
- Senior Inspector
- Inspectors
- Materials
- Survey
- File

Remarks:

Action Required:

Exhibit D
Project Schedule

Project Schedule

Rev. TransSystems #13 No. North Aurora Road Underpass #13656/00/00/00/00 Prime Rev. 6/16/24			Month	4/1/25	5/1/25	6/1/25	7/1/25	8/1/25	9/1/25	10/1/25	11/1/25	12/1/25	1/1/26	2/1/26	3/1/26	4/1/26	5/1/26	6/1/26	7/1/26	8/1/26	9/1/26	10/1/26	11/1/26	12/1/26	1/1/27	2/1/27	3/1/27	4/1/27	5/1/27	6/1/27	7/1/27	8/1/27	9/1/27	10/1/27	11/1/27	12/1/27	Totals			
Weekdays			20	23	22	21	23	21	22	23	20	21	22	22	20	23	22	21	23	21	23	21	23	22	20	22	22	21	22	23	21	22	22	21	21	22	21	22	22	216
Weekends			10	8	9	9	8	9	9	8	10	8	9	10	8	9	8	9	9	8	9	9	8	9	8	9	8	10	8	9	9	10	8	9	9	10	8	8	288	
Holidays			0	1	0	1	0	1	1	1	1	0	0	1	0	1	0	1	0	1	0	1	1	1	0	0	0	1	0	1	0	1	0	1	0	1	0	0	15	
Total Days			30	31	31	30	31	30	31	30	28	30	30	31	30	31	31	30	31	30	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31	30	30	30	1002	
Work Days			20	22	22	20	23	20	21	22	20	21	22	21	20	22	22	20	23	20	22	21	20	22	21	20	22	22	20	22	22	21	21	22	20	21	21	21	699	
Work Weekend Days			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Total Work Days			20	22	22	20	23	20	21	22	20	21	22	21	20	22	22	20	23	20	22	21	20	22	21	20	22	22	20	22	22	21	21	22	20	21	22	22	701	
Total Hours			160	176	176	160	184	160	168	176	160	168	176	168	160	176	176	160	184	160	176	168	160	176	168	160	176	176	160	176	168	168	176	160	168	176	176	5608		
Project Title	Classification	Employee																																						
Construction Manager	Engineer 4 (E4)	Anthony Oagley, PE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	33		
Project Manager/Resident Engineer	Engineer 4 (E4)	Zachary Pucet, PE	160	176	176	160	184	160	168	176	160	168	176	168	160	176	176	160	184	160	176	168	160	176	168	160	176	168	160	176	176	168	168	176	144	168	176	176	5592	
Assistant Engineer	Engineer 2 (E2)	Ahmed Eldwan	160	176	176	160	184	160	168	176	160	168	176	168	160	176	176	160	184	160	176	168	160	176	168	160	176	168	160	176	176	168	168	176	144	168	176	176	5592	
QA/QC	Engineer 3 (E3)	Geosde Berry, PE	40	44	44	40	46	40	42	44	40	42	44	42	40	44	44	40	46	40	44	42	40	44	44	40	44	44	40	44	44	42	42	44	36	42	44	44	1398	
Shop Drawing Reviews	Engineer 3 (E3)	Ben Varcoe Wal, PE	80	80	80	80	24																															344		
Railroad Coordination Assistance	Construction Services 4 (CS-4)	Mike Evans	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	400		
Administrative Assistant	Administrative 2 (A2)	Shannon Lentz	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	33		
																																							13393	

Exhibit E

Subconsultant Agreements

**SUBCONTRACT AGREEMENT BETWEEN
TRANSYSTEMS CORPORATION AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

THIS SUBCONTRACT AGREEMENT (the "Agreement") is made as of June 26, 2024, by and between **TranSystems Corporation** ("TRANSYSTEMS") and Interra, Inc. ("CONSULTANT").

WHEREAS, TRANSYSTEMS has entered into an agreement dated June 26, 2024, ("Prime Agreement") with City of Naperville ("OWNER") which provides for TRANSYSTEMS' performing professional services in connection with the project commonly known as North Aurora Road Underpass (Project") as defined in the Prime Agreement; and

WHEREAS, TRANSYSTEMS hereby engages CONSULTANT to perform certain services in connection with the Project (the "Services"); and

WHEREAS, CONSULTANT represents that it has reviewed the portions of the Prime Agreement applicable to such Services; that it is ready, willing, licensed and qualified to perform such services; that it will perform such services to TRANSYSTEMS consistent with and subject to the applicable requirements of the Prime Agreement; ;

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, TRANSYSTEMS and CONSULTANT agree as follows:

**SECTION 1
BASIC SERVICES OF CONSULTANT**

1.1 Basic Services. In connection with Project, CONSULTANT shall provide the professional services described in Exhibit A, Scope of Services, for TRANSYSTEMS in all phases of the Project to which this Agreement applies. These services include professional consultation and advice to TRANSYSTEMS, and through or with the knowledge of TRANSYSTEMS, to OWNER and other concerned parties as required to be provided by TRANSYSTEMS under the Prime Agreement.

1.2 Information. CONSULTANT is responsible for obtaining all data and information (other than that specifically designated herein or in the Prime Agreement to be furnished by TRANSYSTEMS or OWNER) necessary for the performance of the required services.

1.3 Communication. CONSULTANT shall communicate with OWNER, TRANSYSTEMS' other independent professional associates and consultants, or other parties involved in the Project only through or with the knowledge of TRANSYSTEMS. All communication reasonably required for the performance of CONSULTANT'S services shall be conducted in a timely manner. Copies of all written or electronic communications between CONSULTANT and OWNER or TRANSYSTEMS' other independent professional associates and consultants or other parties involved in the Project shall be copied to TRANSYSTEMS on the same day transmittal is made to the primary recipient(s).

**SECTION 2
ADDITIONAL SERVICES OF CONSULTANT**

2.1 Additional Services. In connection with the Project, CONSULTANT may be called upon to furnish additional services that are not included as part of the Basic Services. If authorized in writing by TRANSYSTEMS, the CONSULTANT shall perform, provide, furnish or obtain from others such requested Additional Services. Compensation to CONSULTANT for such Additional Services will be paid in accordance with Section 5 of this Agreement.

2.2 Definition. Additional Services shall be any service or work not included in the Basic Services and which are ordered or authorized in writing by TRANSYSTEMS. Such Additional Services may include, but are not limited to, additional field explorations, laboratory testing, analyses, consultations, review or monitoring or services provided in connection with unforeseen conditions encountered during construction such as assistance to TRANSYSTEMS in any redesign, work directive changes or change orders. Additional Services shall also include preparing to serve or serving as a consultant or witness at TRANSYSTEMS' request for TRANSYSTEMS or OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.3 Payments for Additional Services. Notwithstanding any provision in this Section, TRANSYSTEMS shall not be liable to CONSULTANT for compensation for such Additional Services for a sum greater than TRANSYSTEMS obtains from OWNER for such Additional Services, less reasonable overhead and profit to TRANSYSTEMS. Any payments to CONSULTANT shall be conditional upon prior receipt of same by TRANSYSTEMS from OWNER.

**SECTION 3
TRANSYSTEMS' RESPONSIBILITIES**

TRANSYSTEMS shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Information. Provide all information and criteria known to TRANSYSTEMS concerning the Project which TRANSYSTEMS and CONSULTANT consider pertinent to CONSULTANT's Services.

3.2 Representative. Designate a person to act as TRANSYSTEMS' representative who shall have the authority to transmit instructions, receive information, and render decisions with regard to CONSULTANT's Services for the Project.

3.3 Access. Request OWNER to arrange for CONSULTANT's access to the Project, as may be necessary for CONSULTANT to perform the Services under this Agreement.

3.4 Notice. Give prompt notice to CONSULTANT whenever TRANSYSTEMS observes any of CONSULTANT'S services which it deems deficient, defective, incomplete or otherwise unacceptable as well as notice of observations of any related developments that affect the Scope or timing of CONSULTANT'S services. TRANSYSTEMS shall have no obligation to inspect or investigate CONSULTANT'S services or the developments that may affect CONSULTANT'S services, however, to the extent relevant observations are actually made, prompt notice to CONSULTANT shall be given.

**SECTION 4
PERIOD OF SERVICE**

4.1 Period of Service. CONSULTANT's obligation to render services hereunder shall extend for a period which may reasonably be required for the design and construction of the Project, including extra work and required extensions thereto. If a fixed date for completion of Services is set forth in Exhibit A, Scope of Services, CONSULTANT shall complete the Services by such date.

4.2 Timely Performance. CONSULTANT recognizes that the services of TRANSYSTEMS and others involved in the Project are dependent upon the timely performance of the Services under this Agreement. Unless otherwise provided in Exhibit A, Scope of Services, or elsewhere in this Agreement, CONSULTANT shall perform such Services in the same character, timing and sequence as TRANSYSTEMS is required to perform services under the Prime Agreement. If in Exhibit A, Scope of Services, specific periods of time for rendering Services are set forth or specific dates by which Services are to be completed are provided, and if such time periods or dates are exceeded through no fault of CONSULTANT, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment. CONSULTANT's failure to perform in a timely manner shall be considered a material breach of this Agreement.

4.3 Tests. The field explorations, tests and analyses, if any, will be completed and the Report, if any, shall be submitted within the period stipulated in Exhibit A.

4.4 Time Adjustment. If OWNER or TRANSYSTEMS suspends services, requests significant modifications or changes in the extent of the Project, authorizes Additional Services, or if progress is delayed through no fault of CONSULTANT, the time of performance of CONSULTANT's Services shall be adjusted appropriately.

4.5 Delay. If CONSULTANT's performance under this Agreement is delayed or suspended in whole or in part by OWNER or TRANSYSTEMS for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to TRANSYSTEMS be reimbursed as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond CONSULTANT's control, or if CONSULTANT for any reason is required to render services more than one year after Substantial Completion of the Services of this Agreement, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment. However, if CONSULTANT's performance under this Agreement is delayed by OWNER, and not by TRANSYSTEMS, the CONSULTANT shall, on written demand to TRANSYSTEMS, be reimbursed only to the extent TRANSYSTEMS receives reimbursement from OWNER less reasonable overhead and profit of TRANSYSTEMS.

**SECTION 5
PAYMENTS TO CONSULTANT**

5.1 Methods of Payment for Services of CONSULTANT.
RETAINAGE: All payments to CONSULTANT shall be subject to the same retainage requirements (if any) to which TRANSYSTEMS is subject under its agreement with owner.

5.1.1 For Basic Services. TRANSYSTEMS shall pay CONSULTANT for all Basic Services rendered under Section 1 (and as may be amended) as follows:

In accordance with the schedules of personnel and equipment charges shown in Exhibit B, Schedule of Fees and Rates, hereto attached and incorporated herein by this reference.

5.1.2 For Additional Services. Subject to the limitation set forth in Section 2.3, TRANSYSTEMS shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

5.1.2.1 General. For additional Services of CONSULTANT's principals and employees engaged directly on the Project and rendered pursuant to Section 2 on the basis of the schedules of personnel and equipment charges shown in Exhibit B.

5.1.2.2 Serving as a Witness. For services rendered by CONSULTANT's principals and employees as expert consultants or as expert witnesses at the request of TRANSYSTEMS, in any litigation, arbitration or other legal or administrative proceeding as provided in Section 2, on the basis of the schedules of personnel charges shown in Exhibit B.

5.1.3 Reimbursable Expenses. In addition to the payments provided for in paragraphs 5.1.2.1 and 5.1.2.2, TRANSYSTEMS shall pay CONSULTANT the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic Services and Additional Services.

5.1.4 Definitions.

5.1.4.1 "Direct Labor Costs" used as a basis for payment shall mean salaries and wages (basic and incentive) paid to all CONSULTANT's personnel engaged directly on the Project, including, but not limited to, engineers, geologists, drillers, laboratory technicians, other technical and business personnel; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals of CONSULTANT and their current hourly Direct Labor Costs are:

[Provide Detail on Direct Labor Costs or Reference Scope of Services – Exhibit A]

The hourly Direct Labor Costs of principals and employees of CONSULTANT will be annually adjusted equitably to reflect changes in personnel and in CONSULTANT's overall compensation procedures and practices.

5.1.4.2 "Reimbursable Expenses" shall mean the actual expenses incurred by CONSULTANT (without markup) directly in connection with the performance of the Services under this Agreement, such as expenses for: subsistence and transportation authorized in advance by TRANSYSTEMS; providing and maintaining field office and field laboratory facilities including furnishings, laboratory equipment and supplies, and utilities; toll telephone calls and telegrams; reproduction of reports; Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by TRANSYSTEMS, overtime work requiring higher than regular rates. In addition, if authorized in advance by TRANSYSTEMS, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques.

5.2 Times of Payments.

5.2.1 Monthly Invoices. Unless otherwise provided in this Agreement, CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The monthly statements shall be submitted no later than the tenth (10th) day of the following month. The statements will be based upon the total services actually completed and Reimbursable Expenses incurred at the time of billing. If TRANSYSTEMS objects to any statement submitted, TRANSYSTEMS shall so advise CONSULTANT in writing giving reasons therefor.

5.2.2 Condition Precedent. TRANSYSTEMS shall bill OWNER monthly on account of

CONSULTANT's services and expenses and shall pay CONSULTANT within fourteen days of the time TRANSYSTEMS received payment from OWNER on account thereof. CONSULTANT agrees that TRANSYSTEMS' receipt of payment from OWNER shall be a condition precedent before payment will be made to CONSULTANT. It is intended that payments to CONSULTANT will be made as TRANSYSTEMS is paid by OWNER under the Prime Agreement and that TRANSYSTEMS shall exert reasonable and diligent efforts to collect prompt payment from OWNER.

5.2.3 Supporting Data. All monthly billings shall contain supporting data as may be required by TRANSYSTEMS or the Prime Agreement, such as lien releases and waivers as may be executed by CONSULTANT and any sub-consultant and invoices of sub-consultant.

5.3 Other Provisions Concerning Payments.

5.3.1 Termination Period. If this Agreement is terminated prior to the completion of Basic Services and TRANSYSTEMS has received an acceptable billing statement from CONSULTANT (as provided in paragraph 5.2.1), CONSULTANT will be paid on the basis shown in Exhibit B for all unpaid Basic and Additional Services performed to the date of termination and for completion of analyses, records and written report as provided in paragraph 6.3, plus all unpaid Reimbursable Expenses incurred to the date of termination. CONSULTANT agrees that TRANSYSTEMS' receipt of payment from OWNER shall be a condition precedent before any payment pursuant to this Section 5.3.1 will be made to CONSULTANT.

5.3.2 Cost Factors. Whenever a factor is applied to Direct Labor Costs in determining compensation payable to CONSULTANT, that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by CONSULTANT and consistent with CONSULTANT's overall compensation practice and procedures.

SECTION 6 GENERAL CONSIDERATIONS

6.1 Controlling Law. This Agreement is to be governed by the laws of the State of Illinois.

6.2 Termination.

6.2.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2.2 This Agreement will terminate automatically upon termination of the Prime Agreement. TRANSYSTEMS will notify CONSULTANT promptly of such termination.

6.2.3 Notwithstanding any other provisions herein, TRANSYSTEMS may terminate or suspend performance of this Agreement for TRANSYSTEMS' convenience upon written notice to CONSULTANT. Upon receipt of notice, CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to TRANSYSTEMS and may submit a statement to TRANSYSTEMS for services performed and reasonable termination or suspension expenses. Any payments to CONSULTANT shall be conditional upon prior receipt of same by TRANSYSTEMS from OWNER.

6.3 Completion of Records. In the event of termination by either party prior to completion of Basic Services, CONSULTANT shall complete such analyses and records as are necessary to complete CONSULTANT's files and present to TRANSYSTEMS a written report on the services performed to the date of notice of termination.

6.4 Retention of Records. CONSULTANT shall retain all boring logs, field data, laboratory test data, calculations, notes and other records (except cost records) related to the Project in legible form for a period of seven years following the completion or termination of services under this Agreement. Copies of such records will be made available to OWNER or TRANSYSTEMS upon request at the cost of reproduction.

6.5 Fiscal Records. Fiscal records of CONSULTANT's costs and expenses pertaining to the Project will be kept on a generally recognized accounting basis and made available on TRANSYSTEMS' request for examination and audit, and as required by the Prime Agreement.

6.6 Ownership of Documents. All documents, including but not limited to, drawings, specifications, software, and reports prepared by CONSULTANT for the Project pursuant to this Agreement, shall be owned and be the property of TRANSYSTEMS.

6.7 Opinions of Cost. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, any opinions of probable construction cost presented by CONSULTANT, or comments on opinions of probable construction cost or estimates of others, are to be made on the basis of CONSULTANT's experience as a qualified professional engineer familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinion of probable cost presented.

6.8 Insurance.

6.8.1 Insurance Coverage. CONSULTANT shall maintain throughout the duration of this Agreement insurance of the following types and minimum amounts:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability \$500,000/\$500,000/\$500,000
- (b) Commercial Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Commercial General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 -product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 -per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual

aggregate

- (f) If Geotechnical services are being provided by Consultant under this Agreement, Consultant shall provide Contractors Pollution Liability coverage in an amount not less than \$1,000,000 per claim and annual aggregate.
- (g) If aerial mapping or surveying services are being provided by CONSULTANT under this Agreement, CONSULTANT shall provide Aircraft Hull and liability coverage if they own their aircraft or Non-owned Aircraft liability coverage if they subcontract for aircraft services. In either case the coverage amount shall not be less than \$2,000,000 per claim and annual amount.
- (h) If underwater inspection services are being provided by CONSULTANT under this Agreement, CONSULTANT shall provide \$2,000,000 combined limits for Excess/Umbrella coverage. In addition, the Workers Compensation coverage shall contain a Waiver of Subrogation and have U.S. Longshoreman's & Harbor Worker's and Jones Act endorsements.

The coverage amounts for the insurance required under parts (a), (b), (c) and (g) above may be achieved by a combination of primary and excess coverages. The insurance described above are the minimums that must be carried by CONSULTANT and if different or additional types or amounts of insurance are required of TRANSYSTEMS or of its subcontractors or consultants under the Prime Agreement, then Consultant shall maintain such additional amounts and types of insurance as are required under the Prime Agreement. In the event claims of any nature or kind whatsoever against the CONSULTANT or those for whom CONSULTANT is legally responsible result in the reduction in the types and/or minimum amounts of insurance required to be available hereunder, CONSULTANT shall take whatever action is necessary to obtain such additional types or minimum amounts of insurance as are necessary to maintain at all times as required herein the minimum amounts of coverage set forth hereinabove.

6.8.2 Certificates of Insurance. CONSULTANT shall provide TRANSYSTEMS with certificates of insurance reflecting that CONSULTANT has obtained the coverage required by this Agreement and the Prime Agreement. Further, such coverage and certificates of insurance shall identify TRANSYSTEMS and OWNER as an Additional Insured with respect to auto liability and general liability insurance, and if provided, with respect to the contractor's pollution liability and non-owned aircraft liability insurance. The Certificates of Insurance shall reflect that there will be no cancellation or nonrenewal of CONSULTANT's insurance without at least 30 days written notice to TRANSYSTEMS and OWNER. In the event CONSULTANT subcontracts for aerial services, the second tier subcontractor shall provide TRANSYSTEMS with certificates of insurance reflecting the same coverage and additional insured status required of the CONSULTANT.

6.8.3 Insurance of Subcontractors. CONSULTANT will also cause other independent professional associates and consultants retained by CONSULTANT for the Project to procure and maintain comparable insurance coverage of the types and amounts required herein.

6.9 Standard of Care. CONSULTANT shall perform the services under this Agreement with the care and skill required of TRANSYSTEMS under the Prime Agreement (a copy of which Consultant has received) or the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or a similar locality, whichever is greater. TRANSYSTEMS and CONSULTANT agree that subsurface conditions may vary

from those encountered in borings, surveys or explorations, and that conclusions must be based upon such information as is available. However, CONSULTANT shall be liable for the results of professional errors, omissions or negligence of CONSULTANT in the performance of services under this Agreement.

6.10 Indemnity. CONSULTANT shall indemnify, defend and hold harmless TRANSYSTEMS and OWNER from and against all losses, claims, damages, or expenses to the extent such losses, claims, damages, or expenses are caused or alleged to be caused by any negligent act, error, or omission of CONSULTANT or any person or organization for whom CONSULTANT is legally liable, including but not limited to, sub-consultants, employees, agents, or representatives.

6.11 Independent Contractors. CONSULTANT is an independent contractor for purposes of its performance on the Project. TRANSYSTEMS shall be the general administrator and coordinator of CONSULTANT's Services and shall facilitate the exchange of information among the independent consultants employed by TRANSYSTEMS as necessary for the coordination of their Services.

6.12 Confidentiality. CONSULTANT shall consider all information provided by TRANSYSTEMS and OWNER and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the CONSULTANT's performance of the Services to be proprietary. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of TRANSYSTEMS. The preceding restriction shall not apply to information which is in the public domain, was previously known to CONSULTANT, was acquired by CONSULTANT from others who have no confidential relationship to TRANSYSTEMS with respect to same, or which, through no fault of CONSULTANT, comes into the public domain. CONSULTANT shall not be restricted in any way from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify TRANSYSTEMS in writing of the demand for information before CONSULTANT responds to such demand. TRANSYSTEMS may, at its sole discretion, seek to quash such demand.

6.13 Waiver. A waiver by either TRANSYSTEMS or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

6.14 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. TRANSYSTEMS and CONSULTANT further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

6.15 Changes. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that TRANSYSTEMS may initiate deletions, modifications, or changes to the Services by advising CONSULTANT, in writing, of the change believed to be necessary--at the sole discretion of TRANSYSTEMS. As soon thereafter as practicable, CONSULTANT shall prepare a cost estimate of the change and shall inform TRANSYSTEMS of the adjustment in the compensation due CONSULTANT under Section 5 hereof and/or the date of completion as may be provided in this Agreement. TRANSYSTEMS shall then advise CONSULTANT, in writing, of its approval or disapproval of the change. If TRANSYSTEMS approves the change, a written Contract Amendment shall be executed by both parties and CONSULTANT shall perform the Services as changed and the adjustment in CONSULTANT's compensation and/or completion date shall be set forth in the executed Contract Amendment. CONSULTANT acknowledges and agrees that TRANSYSTEMS shall not be liable to CONSULTANT for a sum greater than TRANSYSTEMS obtains from OWNER for such changes, less reasonable overhead and profit to TRANSYSTEMS. Any payments to CONSULTANT for such changes shall be conditioned upon a prior recovery therefor by TRANSYSTEMS from OWNER. If there is a dispute as to such changes, deductions, alterations or extra or additional work, then CONSULTANT shall proceed with such work or services as directed by TRANSYSTEMS and proceed simultaneously in accordance with the Disputes provision herein.

6.16 Disputes. In the event a dispute arises between TRANSYSTEMS and CONSULTANT regarding the application or interpretation of any provision of this Agreement, or quality of Services by CONSULTANT, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees and the parties shall share equally in the cost of the mediator. In the event the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

6.17 Subcontractors/Sub-Consultants. CONSULTANT shall not employ independent consultants, associates, subcontractors or sub-consultants to assist in the performance of CONSULTANT's Services without the prior written consent of TRANSYSTEMS. Such prior written consent shall not be unreasonably withheld by TRANSYSTEMS.

6.18 Assignments. CONSULTANT shall not assign any rights or duties under this Agreement without the prior written consent of TRANSYSTEMS. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the CONSULTANT from any obligation under this Agreement.

6.19 Successors and Assigns. TRANSYSTEMS and CONSULTANT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all provisions of this Agreement.

6.20 Compliance with Laws. In performance of the Services, CONSULTANT shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, and standards. CONSULTANT shall procure the permits, certificates, and licenses necessary to allow CONSULTANT to perform the Services. CONSULTANT shall not be responsible for procuring permits, certificates, and licenses required for any construction services unless such responsibilities are specifically assigned to CONSULTANT in Exhibit A, Scope of Services.

**SECTION 7
SPECIAL PROVISION, EXHIBITS AND SCHEDULES**

7.1 The following exhibits and schedules are attached to and made a part of this Agreement:

- Exhibit A - Scope of Services
- Exhibit B - Schedule of Fees and Rates

7.2 This Agreement together with the exhibits and schedules identified above constitute the entire agreement between TRANSYSTEMS and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first *above* written.

TranSystems Corporation

By: *c:21(1/q:::J (2>*

Printed Name: Anthony J. Quigley

Title: Senior Vice President/Principal

Interr -

By: 

Printed Name: *Anshuman Balekai, P.E.*

Title: *Sr. Vice President*

Address for Giving Notices:

1475 E. Woodfield Road
Suite 600
Schaumburg, IL 60173

Address for Giving Notices:

600 Territorial Drive
Suite G
Bolingbrook, IL 60440

EXHIBIT "A"
Scope of Services

the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.

EXHIBIT "B"
Schedule of Fees and Rates



Local Public Agency City of Naperville	County DuPage	Section Number 06-00133-00-BR
Prime Consultant (Firm) Name TranSystems Corporation	Prepared By Zachary Pucel	Date 11/14/23
Consultant / Subconsultant Name Interra, Inc	Job Number C-91-424-19	

Note: This is name of the consultant the CECS is being completed for.
 This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	33	MONTHS			OVERHEAD RATE	135.09%
START DATE	1/1/25				COMPLEXITY FACTOR	0
RAISE DATE	4/1/25				% OF RAISE	2.00%
END DATE	9/30/27					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/25	4/1/25	3	9.09%
1	4/2/25	4/1/26	12	37.09%
2	4/2/26	4/1/27	12	37.83%
3	4/2/27	10/1/27	6	19.29%

The total escalation = 3.31%

Local Public Agency

City of Naperville

County

DuPage

Section Number

06-00133-00-BR

Consultant / Subconsultant Name

Interra, Inc

Job Number

C-91-424-19

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Testing														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Staff Engineer	34.09	80.0	7.17%	2.45	80	7.17%	2.45												
Sr. Materials Technican	53.51	800.0	71.72%	38.38	800	71.72%	38.38												
Project Engineer	54.75	80.0	7.17%	3.93	80	7.17%	3.93												
Sr. Administrative Assistant	29.96	40.0	3.59%	1.07	40	3.59%	1.07												
Principal Engineer	86.00	55.4	4.97%	4.27	55.4	4.97%	4.27												
Pick-up Technican	49.31	60.0	5.38%	2.65	60	5.38%	2.65												
		0.0																	
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TOTALS		1115.4	100%	\$52.75	1115.4	100.00%	\$52.75	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Exhibit F
Cost of Services



Local Public Agency City of Naperville	County DuPage	Section Number 06-00133-00-BR
Prime Consultant (Firm) Name TranSystems Corporation	Prepared By Zachary Pucel	Date 11/14/23
Consultant / Subconsultant Name TranSystems Corporation	Job Number C-91-424-19	

Note: This is name of the consultant the CECS is being completed for.
 This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	33	MONTHS			OVERHEAD RATE	118.18%
START DATE	1/1/25				COMPLEXITY FACTOR	0
RAISE DATE	4/1/25				% OF RAISE	2.00%
END DATE	9/30/27					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/25	4/1/25	3	9.09%
1	4/2/25	4/1/26	12	37.09%
2	4/2/26	4/1/27	12	37.83%
3	4/2/27	10/1/27	6	19.29%

The total escalation = 3.31%

Local Public Agency**County****Section Number**

City of Naperville

DuPage

06-00133-00-BR

Consultant / Subconsultant Name**Job Number**

TranSystems Corporation

C-91-424-19

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	3.31%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$86.00	\$86.00
Engineer 4 (E4)	\$85.05	\$86.00
Engineer 3 (E3)	\$75.03	\$77.51
Engineer 2 (E2)	\$63.36	\$65.46
Engineer 1 (E1)	\$48.30	\$49.90
Planner 5 (P5)	\$86.00	\$86.00
Planner 4 (P4)	\$72.55	\$74.95
Planner 3 (P3)	\$49.97	\$51.62
Planner 2 (P2)	\$54.87	\$56.69
Architect 4 (AR4)	\$77.47	\$80.03
Architect 3 (AR3)	\$57.38	\$59.28
Architect 2 (AR2)	\$46.52	\$48.06
Architect 1 (AR1)	\$35.86	\$37.05
Analyst 2 (AN2)	\$36.40	\$37.60
Environmental Scientist 4 (SC4)	\$80.00	\$82.65
Industry Specialist 4 (IS4)	\$86.00	\$86.00
Industry Specialist 3 (IS3)	\$66.82	\$69.03
Surveyor 4	\$86.00	\$86.00
Construction Services 5 (CS5)	\$86.00	\$86.00
Construction Services 4 (CS4)	\$67.62	\$69.86
Construction Services 3 (CS3)	\$50.43	\$52.10
Construction Services 2 (CS2)	\$38.42	\$39.69
Construction Services 1 (CS1)	\$35.64	\$36.82
Technician 3 (T3)	\$44.02	\$45.48
Technician 1 (T1)	\$20.96	\$21.65
Administrative 3 (A3)	\$54.82	\$56.63
Administrative 2 (A2)	\$33.40	\$34.51

Local Public Agency

City of Naperville

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Section Number

06-00133-00-BR

Consultant / Subconsultant Name

TranSystems Corporation

Job Number

C-91-424-19

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	2046	\$65.00	\$132,990.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Copies B/W 11x17	Actual Cost			\$0.00
Copies Color 8.5x11	Actual Cost			\$0.00
Traffic Counts/Geofencing	Actual Cost (See separate calculations)			\$0.00
Time Lapse Camera / Wood Pole Installation	Installation estimate is \$15,000.00	1	\$50,640.00	\$50,640.00
TOTAL DIRECT COSTS:				\$183,630.00

Local Public Agency

City of Naperville

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Section Number

06-00133-00-BR

Consultant / Subconsultant Name

TranSystems Corporation

Job Number

C-91-424-19

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Construction Inspection			Administrative			QC/QA			Railroad Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	86.00	55.0	0.41%	0.35	55	100.00%	86.00												
Engineer 4 (E4)	86.00	5,592.0	41.69%	35.85				5592	50.00%	43.00									
Engineer 3 (E3)	77.51	1,742.0	12.99%	10.07									1398	100.00%	77.51				
Engineer 2 (E2)	65.46	5,592.0	41.69%	27.29				5592	50.00%	32.73									
Engineer 1 (E1)	49.90	0.0																	
Planner 5 (P5)	86.00	0.0																	
Planner 4 (P4)	74.95	0.0																	
Planner 3 (P3)	51.62	0.0																	
Planner 2 (P2)	56.69	0.0																	
Architect 4 (AR4)	80.03	0.0																	
Architect 3 (AR3)	59.28	0.0																	
Architect 2 (AR2)	48.06	0.0																	
Architect 1 (AR1)	37.05	0.0																	
Analyst 2 (AN2)	37.60	0.0																	
Environmental Scientist 4 (SC4)	82.65	0.0																	
Industry Specialist 4 (IS4)	86.00	0.0																	
Industry Specialist 3 (IS3)	69.03	0.0																	
Surveyor 4	86.00	0.0																	
Construction Services 5 (CS5)	86.00	0.0																	
Construction Services 4 (CS4)	69.86	400.0	2.98%	2.08													400	100.00%	69.86
Construction Services 3 (CS3)	52.10	0.0																	
Construction Services 2 (CS2)	39.69	0.0																	
Construction Services 1 (CS1)	36.82	0.0																	
Technician 3 (T3)	45.48	0.0																	
Technician 1 (T1)	21.65	0.0																	
Administrative 3 (A3)	56.63	0.0																	
Administrative 2 (A2)	34.51	33.3	0.25%	0.09							33.34	100.00%	34.51						
TOTALS		13414.3	100%	\$75.72	55.0	100.00%	\$86.00	11184.0	100%	\$75.73	33.3	100%	\$34.51	1398.0	100%	\$77.51	400.0	100%	\$69.86

Local Public Agency

City of Naperville

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Section Number

06-00133-00-BR

Consultant / Subconsultant Name

TranSystems Corporation

Job Number

C-91-424-19

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Shop Drawing Review									Interra, Inc								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	86.00																		
Engineer 4 (E4)	86.00																		
Engineer 3 (E3)	77.51	344	100.00%	77.51															
Engineer 2 (E2)	65.46																		
Engineer 1 (E1)	49.90																		
Planner 5 (P5)	86.00																		
Planner 4 (P4)	74.95																		
Planner 3 (P3)	51.62																		
Planner 2 (P2)	56.69																		
Architect 4 (AR4)	80.03																		
Architect 3 (AR3)	59.28																		
Architect 2 (AR2)	48.06																		
Architect 1 (AR1)	37.05																		
Analyst 2 (AN2)	37.60																		
Environmental Scientist 4 (SC4)	82.65																		
Industry Specialist 4 (IS4)	86.00																		
Industry Specialist 3 (IS3)	69.03																		
Surveyor 4	86.00																		
Construction Services 5 (CS5)	86.00																		
Construction Services 4 (CS4)	69.86																		
Construction Services 3 (CS3)	52.10																		
Construction Services 2 (CS2)	39.69																		
Construction Services 1 (CS1)	36.82																		
Technician 3 (T3)	45.48																		
Technician 1 (T1)	21.65																		
Administrative 3 (A3)	56.63																		
Administrative 2 (A2)	34.51																		
TOTALS		344.0	100%	\$77.51	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Exhibit G

Declaration of Consultant's
Proprietary Information

N/A



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Naperville	DuPage	06-00133-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-SF/GCPF/Local	N/A; N/A; N/A	CMAP	08-06-0028

Construction

State Job Number	Project Number
C-91-424-19	XUXZ(984)

Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
North Aurora Road	FAU Route 1509	0.42 miles	From	To
			1.32	1.77

Location Termini

Pennsbury Lane to Frontenac Road

Current Jurisdiction	Existing Structure Number(s)	
City of Naperville, City of Aurora, Naperville Township	022-9950	Remove

PROJECT DESCRIPTION

Reconstruct and widen existing two-lane railroad bridge to accommodate five-lanes and bicycle/pedestrian facilities.

Local Public Agency	Section Number	State Job Number	Project Number
City of Naperville	06-00133-00-BR	C9142419	XUXZ(984)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

- 3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
- 4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the

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physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

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SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Scott Wehrli

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366006013 _____ conducting business as a Governmental Entity.

DUNS Number 070000815

UEI UYJKC7LHNN97

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Acting Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Naperville	DuPage	06-00133-00-BR	C-91-424-19	XUXZ(984)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$9,196,259.00	*	GCPF	\$12,658,452.00	**	Local	\$2,496,280.00	BAL	\$24,350,991.00
Non-Participating Construction							Local	\$947,923.00	100%	\$947,923.00
Railroads - Force Account		\$1,561,032.00		GCPF	\$2,341,548.00	**			BAL	\$3,902,580.00
Utilities - Reimbursable	STU	\$7,044,000.00	*				Local	\$1,761,000.00	BAL	\$8,805,000.00
Construction Engineering	STU	\$2,333,050.00	*				Local	\$583,262.00	BAL	\$2,916,312.00
										\$0.00
										\$0.00
										\$0.00
Total		\$20,134,341.00		Total	\$15,000,000.00		Total	\$5,788,465.00		\$40,922,806.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Federal STP-Shared Fund funding NTE \$20,134,341 (80/20)
 **State Grade Crossing Protection Fund NTE \$15,000,000 (60/40)
 Non-participating items 100% local: lighting - \$462,501, anti-graffiti coating - \$52,002, and water main - \$433,420
 Railroads - Force Account for track work, ballast, signal work and flagger - \$3,902,580
 Utilities - Reimbursable for Enbridge pipeline adjustment - \$6,000,000, ComEd transmission adjustment - \$2,000,000, ONEOK pipeline adjustment - \$500,000, and Naperville Electric - pump station looped backup system - \$305,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

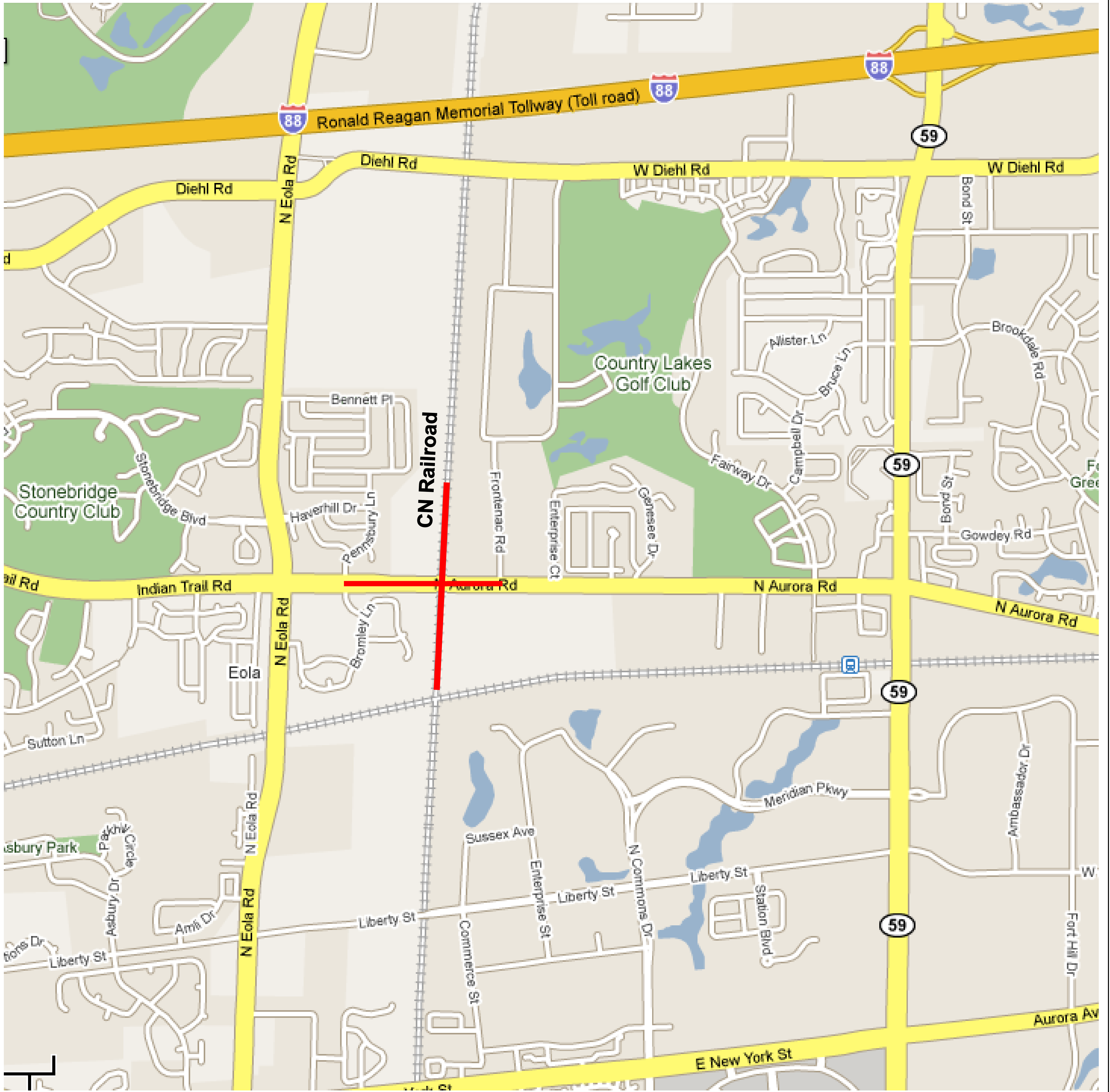
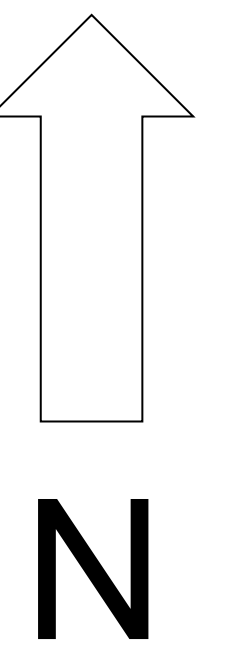
METHOD OF FINANCING - (State-Let Contract Work Only)

- Check One
- METHOD A - Lump Sum (80% of LPA Obligation _____)
- Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
- METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
- Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
- METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.

SCHEDULE NUMBER 1

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Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



NAPERVILLE / AURORA / NAPERVILLE TOWNSHIP
NORTH AURORA ROAD UNDERPASS

PROJECT LOCATION MAP

 PROJECT LIMITS

NOT TO SCALE

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Naperville	06-00133-00-BR	DuPage		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? Yes No

Local Public Agency

Section Number

State Job Number

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**SCHEDULE NUMBER 4
Attestation on Single Audit Compliance**

1. In the prior fiscal year, did City of Naperville expend more than \$750,000 in federal funds in aggregate from all federal sources?
LPA

Yes No

2. Does the City of Naperville anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Naperville fiscal year?
LPA

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Naperville performed a single audit for their previous fiscal year?
LPA

Yes No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes No

b. For the current fiscal year, does the City of Naperville intend to comply with Subpart F of 2 CFR 200?
LPA

Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name

Title

LPA

Raymond Munch

Deputy Finance Director

City of Naperville

Signature & Date

[Signature & Date box]

RESOLUTION NO. 24-__

**A RESOLUTION APPROVING A JOINT FUNDING AGREEMENT
(BLR 05310C) WITH IDOT FOR CONSTRUCTION AND CONSTRUCTION
ENGINEERING SERVICES FOR THE
NORTH AURORA ROAD UNDERPASS AT THE CN RAILROAD PROJECT**

1. **WHEREAS**, the City of Naperville (“City”) is the Local Public Agency for a project which has been undertaken by the City, the City of Aurora, and Naperville Township to replace and widen the existing highway underpass at North Aurora Road at the Elgin, Joliet, & Eastern Railway Company’s Railroad crossing (known as the “North Aurora Road Underpass at the CN Railroad Project” or the “Project”); and
2. **WHEREAS**, the Project will necessitate the use of funding provided through the Illinois Department of Transportation (“IDOT”), the State of Illinois Grade Crossing Protection Fund, and by each of the Project Entities; and
3. **WHEREAS**, in order to obtain IDOT funding for Project, a matching amount of local share funding must be provided; and
4. **WHEREAS**, the City of Naperville has appropriated funding for the Project in the total amount of \$5,788,465 as set forth in the BLR 05310C (the “Joint Funding Agreement”) attached hereto and made part hereof as **Exhibit A**, which Joint Funding Agreement was submitted to IDOT on June 10, 2024, which funding is supported by intergovernmental agreements for the Project with the City of Aurora and Naperville Township; and
5. **WHEREAS**, the above-described BLR 05310C for the Project is pending review and approval by IDOT; and
6. **WHEREAS**, subsequent to the submission of the BLR 05310C to IDOT, which is pending IDOT approval, additional funding in the amount of \$4,871,631 for the Project was allocated by the Federal STP Shared Fund (the “Additional Funding”); and
7. **WHEREAS**, upon approval by IDOT of the BLR 05310C submitted to IDOT as set forth above, it is the intent of the City of Naperville, as LPA for the Project, to submit a BLR 05311 amendment thereto to include the Additional Funding which will result in a reduced total amount of \$4,796,344 to be provided as local share funding.

**NOW THEREOFRE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS, in
the exercise of its home rule authority as follows:**

SECTION 1: The Recitals above are incorporated as part of this Section 1 as though set forth herein in their entirety.

SECTION 2: The Joint Funding Agreement for the Project attached hereto as **Exhibit A** is hereby approved.

SECTION 3: As set forth in Recital 4 above, the amount of FIVE MILLION, SEVEN HUNDRED AND EIGHTY-EIGHT THOUSAND, FOUR HUNDRED AND SIXTY-FIVE DOLLARS AND ZERO CENTS \$5,788,465, or as much as may be needed to match the required funding for local share of construction and construction engineering services costs of the Project as set forth on Schedule Number 1 to the Joint Funding Agreement, has been allocated, committed, appropriated, and budgeted by the City of Naperville for calendar years 2025 through calendar year 2027 to provide the local share funding for the Project, which funding is supported by intergovernmental agreements for the Project with the City of Aurora and Naperville Township.

SECTION 4: Upon IDOT approval of the Joint Funding Agreement, the City intends to submit a BLR 05311 amendment thereto to include the Additional Funding described in Recital 6 above.

SECTION 5: The Mayor of the City of Naperville, as Local Public Agency for the Project, is authorized to sign, and the Naperville City Clerk to attest, the Joint Funding Agreement attached hereto as **Exhibit A**.

SECTION 6: This Resolution will become Schedule Number 5 of the Joint Funding Agreement.

SECTION 7: This Resolution shall be in full force and effect upon its passage and approval.

ADOPTED this _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

Scott Wehrli
Mayor

ATTEST:

Dawn Portner
City Clerk

RESOLUTION NO. 24-_____

**A RESOLUTION APPROVING AN APPROPRIATION FOR
CONSTRUCTION SERVICES FOR THE
NORTH AURORA ROAD UNDERPASS AT THE CN RAILROAD**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS,** in the exercise of its
home rule authority as follows:

SECTION 1: There is hereby allocated, committed, appropriated and budgeted in
the CY 2025 through CY 2027 Capital Improvement Program, Project Number BR005,
the sum of FIVE MILLION, SEVEN HUNDRED AND EIGHTY-EIGHT THOUSAND, FOUR
HUNDRED AND SIXTY-FIVE DOLLARS AND ZERO CENTS (\$5,788,465.00), for the
construction services cost of widening North Aurora Road Underpass at the CN Railroad
(IDOT Section Number 06-00133-00-BR).

SECTION 2: This Resolution shall be in full force and effect from and after its
passage and approval.

ADOPTED this _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024

Scott Wehrli
Mayor

ATTEST:

Dawn Portner
City Clerk