

RESOLUTION NO. 24 - \_\_\_\_

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

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 (“**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 President, 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 (“**Agreements**”): a ComEd North Aurora Road Tower Relocation Deposit Letter, a Construction and Management Agreement with BNSF Railway Company; an Access Agreement with BNSF Railway Company; and a Permanent Easement Agreement with BNSF Railway 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 Agreements described herein and will submit them for execution by the Naperville Township President, the Mayor of the City of Aurora, and the City Manager of the City of Naperville.

Section 3: 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. Technical and minor substantive revisions to the Agreements described herein, as deemed acceptable to Legal Counsel for the Road Authority may be made to this Resolution and to the Agreements referenced herein prior to execution.

Section 4. 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.

/SIGNATURES ON FOLLOWING PAGE/

**NAR Project Team/City of Aurora**

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Tim Weidner

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Brian Witkowski

**NAR Project Team/City of Naperville**

William Novack

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Andy Hynes

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Matthew Calpin

**NAR Project Team/Naperville Township**

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Eddie Bedford

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Paul Santucci

**COMED NORTH AURORA ROAD TOWER RELOCATION  
DEPOSIT LETTER**



comed<sup>SM</sup>

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, livening, 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 1<sup>st</sup> 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

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Customer - Douglas R.  
Krieger  
commitment/  
approval

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Title-City Manager

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City of Naperville

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Date

---

Richard Irvin  
commitment/approval

---

May  
or

---

City of Aurora

---

Date

---

Eddie Bedford  
commitment/  
approval

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Township Supervisor

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Naperville Township

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Date

**BNSF NORTH AURORA ROAD  
CONSTRUCTION AND MAINTENANCE AGREEMENT**

## CONSTRUCTION AND MAINTENANCE AGREEMENT

Route: 1509 (North Aurora)  
Section: 06-00133-00-BR  
County: DuPage  
Federal Project Number: XUXZ(984)

IDOT Contract No: 61G79  
Job No.: C-91-424-19

BNSF File No.: BF-20170672  
Mile Post 32.93  
Line Segment 71  
U.S. DOT Number 260557P  
Subdivision Chicago

This Agreement (“**Agreement**”), is executed to be effective as of \_\_\_\_\_, 2024 (“**Effective Date**”), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation, (“**BNSF**”) and **the City of Naperville, the City of Aurora, and Naperville Township**, political subdivisions of the State of Illinois, (**collectively referenced herein as “Agency”**). BNSF and the Agency shall together be referenced herein as the “**parties**” and individually referenced as “**party**”.

### RECITALS

- A. WHEREAS, BNSF owns and operates a line of railroad in and through Naperville Township, State of Illinois;
- B. WHEREAS, Agency desires to widen and reconstruct North Aurora Road from Pennsbury Lane to Frontenac Road (hereinafter the “**NAR Project**”);
- C. WHEREAS, the widening and reconstruction of North Aurora Road will require the improvement of the grade separated crossing designated as D.O.T. No. 260557P;
- D. WHEREAS, the improvement of the crossing designated as D.O.T. No. 260557P will require the removal of the existing grade separation structure owned by Wisconsin Central Ltd., and the construction of replacement grade separation structures, to be known as the North Aurora Road Underpass;
- E. WHEREAS, as specified in a separate Agency Access Agreement between the parties, BNSF will issue Temporary Construction Licenses to the Agency for removal, grading, and reinstallation of BNSF lead track; for access to the NAR Project site; and for temporary wall anchors;
- F. WHEREAS, reconstruction of Wisconsin Central’s North Aurora Road Underpass will require construction, operation, maintenance and repair of a public roadway, and related surface improvements, located on, over, and under the “**Premises**,” (as defined in Article I hereof), including but not limited to roadway, a retaining wall with tie-backs, storm sewer, water main, and sidewalk located on a .049 acre portion of BNSF’s right-of-way adjacent



to the North Aurora Road Underpass and the crossing designated as D.O.T. No. 260557P, as further described herein (hereinafter the “**Project**”);

G. WHEREAS, the Premises, as defined herein, which are the subject of this Agreement are also the subject of a separate Easement Agreement between the parties; and

H. WHEREAS, the City of Naperville is the Lead Local Agency, on behalf of the Agency, for the NAR Project of which the Project is a part.

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

1) **ARTICLE I** **SCOPE OF WORK** The term "**Project**" as used herein includes the construction, operation, maintenance and repair of a public roadway, and related surface improvements, including but not limited to a retaining wall with tie-backs, storm sewer, water main, and sidewalk, and other work more particularly described on the Exhibit A which is attached hereto and made a part hereof, across, under, or upon the portions of BNSF's right-of-way depicted on Exhibit A-1 and legally described on Exhibit B (hereinafter the “**Premises**”), which exhibits are attached hereto and made a part hereof, related to the reconstruction of the North Aurora Road Underpass (hereinafter referred to as the “**Structure**”), including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. The Illinois Department of Transportation (“**IDOT**”) will let the NAR Project, on behalf of the Agency, to a general contractor (“**Contractor**”) which Contractor may hire subcontractors to perform aspects of the NAR Project, including but not limited to the Project. Agency will submit the Contractor requirements of this Agreement to IDOT for inclusion in any bidding for a Contractor for the NAR Project which includes this Project. BNSF concurrence in the IDOT award of contract is not required, but AGENCY shall notify BNSF as to the identity of said Contractor.

2) Agency warrants that the work performed on the Project will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement. Agency further agrees that any and all warranties provided to Agency by any contractor or subcontractor performing work on the Project will inure to the benefit of BNSF, its successors, or assigns.

**ARTICLE II** **BNSF OBLIGATIONS**

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

1) Subject to payment of administrative expenses as set forth in the Access Agreement BNSF hereby grants to Agency, its successors and assigns, subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, “**Temporary Construction License**”) for access to the Premises to perform work within the scope of work of the Project described in Article I above, excepting and reserving BNSF’s rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right- of-way;
- B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency’s use of the Structure or Premises;
- C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency’s use of the Structure or Premises; and
- D. Require the Contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The terms of the Temporary Construction License will begin on the date that a contract to perform the NAR Project work by the Contractor has been fully executed (the “**Commencement Date**”) and will end on the earlier of (i) substantial completion of the Project, or (ii) forty-eight (48) months following the Commencement Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for access to the Premises described on Exhibit A-1 to perform work within the scope of work of the Project described and referenced in Article I above only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the portions of BNSF’s right-of-way described on Exhibit A-1 for any other purpose. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

2) 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 and IDOT 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.

### **ARTICLE III**      **AGENCY OBLIGATIONS**

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

- 1) Agency must furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit D, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.
- 2) Agency must make, or must cause the Contractor to make, any required application and obtain all required permits and approvals for the construction of the Project.
- 3) Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.
- 4) Agency must acquire all rights of way necessary for the construction of the Project.
- 5) Agency must make, or must cause the Contractor to make, any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

- 6) Agency must cause the Project to be constructed as shown on the attached Exhibit A (unless otherwise agreed in writing by the Parties) and require that all work provided for in the plans and specifications for the Project, except BNSF's Work, be performed as provided herein ("**Agency's Work**"). Agency, or the Contractor on Agency's behalf, must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
  - A. the construction, operation, maintenance and repair of a public roadway, and related surface improvements, including but not limited to a roadway, a retaining wall with tie-backs, storm sewer, water main, and sidewalk;
  - B. Provide suitable drainage, both temporary and permanent; and
  - C. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 7) Agency must cause the Agency's Work to be performed by the Contractor and/or Contractor's subcontractors in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 8) Agency warrants that the work performed on the Project will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement. Agency further agrees that any and all warranties provided to Agency by the Contractor or any subcontractor performing work on the Project will inure to the benefit of BNSF, its successors, or assigns.
- 9) For all work performed under the Agreement, either routine or otherwise, including work performed by the Contractor or any subcontractor on behalf of the Agency, Agency shall require the Contractor and any subcontractor to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1.
- 10) Agency must notify, or must cause the Contractor to notify, BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
- 11) Agency must submit, or must cause the Contractor to submit, four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by the Contractor shall comply with the BNSF Contractor Requirements set forth on Exhibit C and Agreement

Between BNSF Railway Company and the Contractor set forth on Exhibit C-1 and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

- 12) Agency must include, or must cause Contractor to include, the following provisions in any contract regarding Agency's Work on said Project:
- A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "**Lines**") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from BNSF or based on information from telecommunication companies that BNSF has indicated may be on BNSF's property right-of-way. The Contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Contractor must use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
  - B. Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
  - C. Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to the Agency or BNSF until these items are completed.
  - D. In addition to the liability terms contained elsewhere in this Agreement, Contractor shall indemnify, defend and hold harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees which accrue prior to and court costs and expenses, but not including any legal fees or costs related to legal counsel retained by BNSF to monitor any litigation after Contractor accepts the obligations arising under this Section arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).

THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR

OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

- 13) Agency through submission of this Agreement to IDOT as provided in Article 1 Section 1, must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1 attached hereto and by reference made a part hereof.
- 14) Except as otherwise provided below in this Section 14, all construction work performed hereunder on behalf of the Agency for the Project will be pursuant to a contract or contracts to be let on behalf of the Agency by IDOT, and all such contracts must include the following:
  - A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
  - B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
  - C. No work will be commenced within BNSF's right-of-way until the Contractor employed in connection with said work has (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
  - D. To facilitate scheduling for the Project, Agency shall have the Contractor give BNSF's representative Mark Anderson (telephone number: 816-536-3253) eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and the Contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations and shall give Contractor, and Agency (through the City Engineer of the City of Naperville), the maximum amount of notice possible under the circumstances of the change in work windows. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the Contractor's expenses for the Project.
  - E. The plans and specifications for the Project must be in compliance with the BNSF Contractor Requirements set forth on Exhibit C and the Agreement Between BNSF Railway Company and the Contractor set forth on Exhibit C-1, attached to this Agreement and made a part hereof.
- 15) Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date.

Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or Contractor will meet with BNSF for the purpose of making final inspection of the Project.

- 16) **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (HEREIN REFERENCED AS "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE PROJECT SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE PROJECT SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A LIMITATION OR WAIVER OF DEFENSES AVAILABLE TO THE AGENCY, OR ANY COMPONENT THEREOF, AND ITS OFFICERS, AGENTS AND EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE ILLINOIS LOCAL GOVERNMENT AND LOCAL GOVERNMENT EMPLOYEES TORT IMMUNITY ACT, TO THE EXTENT IT MAY BE APPLICABLE. THERE ARE NO THIRD PARTY BENEFICIARIES OF THE INDEMNITY PROVIDED**

**HEREIN.**

**ARTICLE IV) JOINT OBLIGATIONS**

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

- 1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from BNSF's representative Mark Anderson.
- 2) The work hereunder must be done in accordance with the BNSF Contractor Requirements set forth on Exhibit C and Agreement Between BNSF Railway Company and the Contractor set forth on Exhibit C-1 and the detailed plans and specifications approved by BNSF.
- 3) Agency must, or must cause the Contractor to, reasonably adhere to the Project's construction schedule for all Project work, except to the extent that said Project construction schedule is modified due to actions of BNSF. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather, other conflicting work, lack of available work windows on the track, unforeseen railroad emergencies, or any other reason will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
- 4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) The Contractor performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) The Contractor, in BNSF's opinion, prosecutes the Agency's Work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or the Contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of this Agreement or the Easement Agreement, BNSF may immediately



terminate this Agreement and the Easement Agreement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, or to terminate this Agreement and/or the Easement Agreement, BNSF agrees to immediately notify the following individual in writing:

To: City Engineer for the City of Naperville

William Novack  
400 South Eagle Street  
Naperville Municipal Center  
Naperville, IL 60540

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

City Engineer for the City of Naperville

William Novack  
Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540

for appropriate corrective action.

- 6) Pursuant to this section, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
- 7) The parties hereto mutually understand and agree that trains cannot be subject to delay during the fourth quarter of each calendar year. The parties mutually agree that construction activities for the Project will not be permitted during the fourth quarter of each year without express permission from BNSF. Upon Agency or Contractor request to BNSF's Manager of Public Projects and project manager, BNSF, in its sole discretion, will determine whether and when to permit construction activities during the fourth quarter of each year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number 800-832-5452.)

- 8) Subject to the restrictions imposed by Article IV, Section 8 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference the Premises and the crossing designated as D.O.T. No. 260557P and must state the time that construction activities will begin.
- 9) Agency must provide one set of as built plans (prepared in **English Units**) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the Contractor Requirements set forth on Exhibit C and Agreement Between BNSF Railway Company and the Contractor set forth on Exhibit C-1 and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile and drainage plans. All improvements and facilities must be shown.
- 10) Subject to the restrictions imposed by Article IV, Section 8 above and in accordance with the requirements of Article III, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 11) Any books, papers, records and accounts of the Agency relating to the work hereunder or the costs or expenses for labor and material connected thereto will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the Illinois Department of Transportation and the Federal Highway Administration, for a minimum period of three (3) year from the date of the final BNSF invoice under this Agreement.
- 12) The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 13) In the event construction of the Project does not commence within two (2) years of the Effective Date, or such other timeframe agreed to in writing by the parties, this Agreement will become null and void.
- 14) Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 15) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will

be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

- 16) Except for a Permanent Easement Agreement and Access Agreement related to the NAR Project which are separate from this Agreement, this Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
- 17) Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:                      BNSF's Manager Public  
                                 Projects Jacob  
                                 Rzewnicki  
                                 4515 Kansas  
                                 Avenue  
                                 Kansas City,  
                                 KS 66106

Agency:                      City Engineer of the City of Naperville  
                                 William Novack  
                                 Naperville Municipal Center  
                                 400 South Eagle Street  
                                 Naperville, IL 60540

With copies to:

City Attorney of the City of Naperville  
Mike DiSanto  
Naperville Municipal Centre  
400 South Eagle Street  
Naperville, IL 60540

- 18) This Agreement may be terminated by agreement of the Parties for any reason at any time. The Agency may terminate this Agreement if the Project does not go forward. Upon termination, Agency or Contractor shall remove the improvements and restore the Premises as provided in Section 20.
- 19) Upon termination of this Agreement for any reason, Agency shall, at its sole cost and expense, immediately perform the following:
- (a) remove all or such portion of Agency's improvements and all appurtenances thereto

- from the Premises, as BNSF directs at BNSF's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Agency's use and Contractor's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Agency or its Contractor; and
- (d) leave the Premises in substantially the condition which existed as of the Effective Date.

SIGNATURE PAGES  
FOLLOW



Contract Number: BF-20170672

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

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Date: \_\_\_\_\_



Contract Number: BF-20170672  
AGENCY [City of Naperville, City of Aurora, Naperville  
Township]

**CITY OF NAPERVILLE**

By: \_\_\_\_\_ Printed Name: Douglas A.  
Krieger  
Title: City Manager

ATTEST:

By: Dawn C. Portner  
Its: City Clerk

Date: \_\_\_\_\_



Contract Number: BF-20170672

**CITY OF AURORA**

By: \_\_\_\_\_  
Printed Name: Richard Irvin  
Title: Mayor

ATTEST:

By: Jennifer Stallings  
Its: City Clerk

Date: \_\_\_\_\_



Contract Number: BF-20170672

**NAPERVILLE TOWNSHIP**

By: \_\_\_\_\_  
Printed Name: Eddie Bedford  
Title: Supervisor

ATTEST:

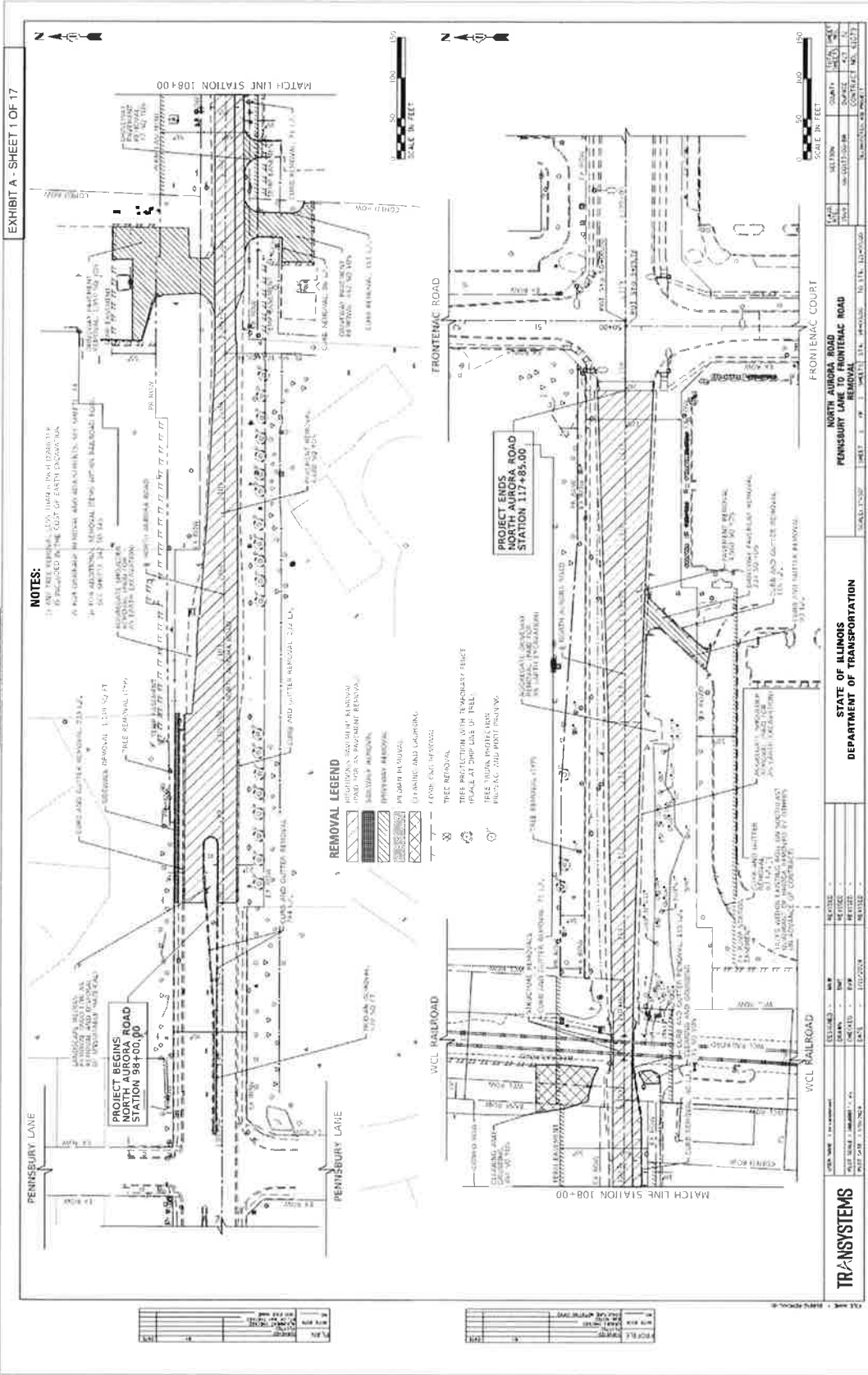
By: Nathaniel J. Sippel  
Its: Town Clerk

Date: \_\_\_\_\_



Contract Number: BF-20170672

## EXHIBIT A

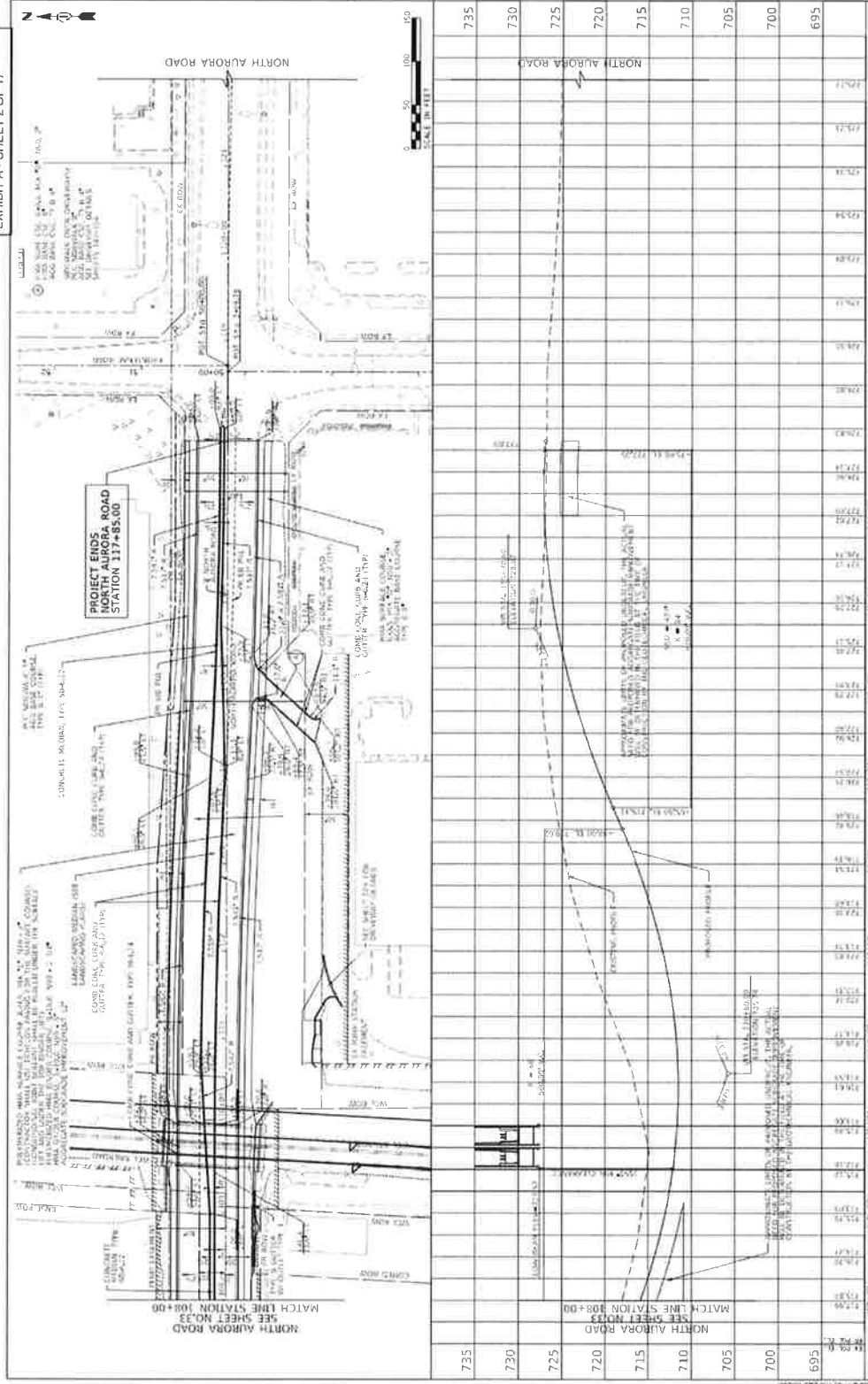


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|---|--|---|--|
| <b>TRANSYSTEMS</b><br>1000 WEST 100TH STREET, SUITE 100<br>OMAHA, NE 68137-2000<br>TEL: 402.426.1000 FAX: 402.426.1001<br>WWW.TRANSYSTEMS.COM |  | <b>STATE OF ILLINOIS</b><br>DEPARTMENT OF TRANSPORTATION<br>200 SOUTH FIRST STREET, SPRINGFIELD, IL 62762<br>TEL: 217.243.8000 FAX: 217.243.8001<br>WWW.IDOT.IL.GOV |  |
| PROJECT: NORTH AURORA ROAD<br>CONTRACT NO.: BF-20170672<br>SHEET NO.: 1 OF 17   | DRAWN BY: [Name]<br>CHECKED BY: [Name]<br>DATE: [Date] | SCALE: 1" = 40'<br>SHEET: 1 OF 17<br>CONTRACT: BF-20170672<br>PROJECT: NORTH AURORA ROAD  | DATE: [Date]<br>DRAWN BY: [Name]<br>CHECKED BY: [Name]<br>DATE: [Date] |



Contract Number: BF-20170672

EXHIBIT A - SHEET 2 OF 17



| STATION | DATE | BY | REVISION |
|---------|------|----|----------|
| 735     |      |    |          |
| 730     |      |    |          |
| 725     |      |    |          |
| 720     |      |    |          |
| 715     |      |    |          |
| 710     |      |    |          |
| 705     |      |    |          |
| 700     |      |    |          |
| 695     |      |    |          |

TRANSYSTEMS

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

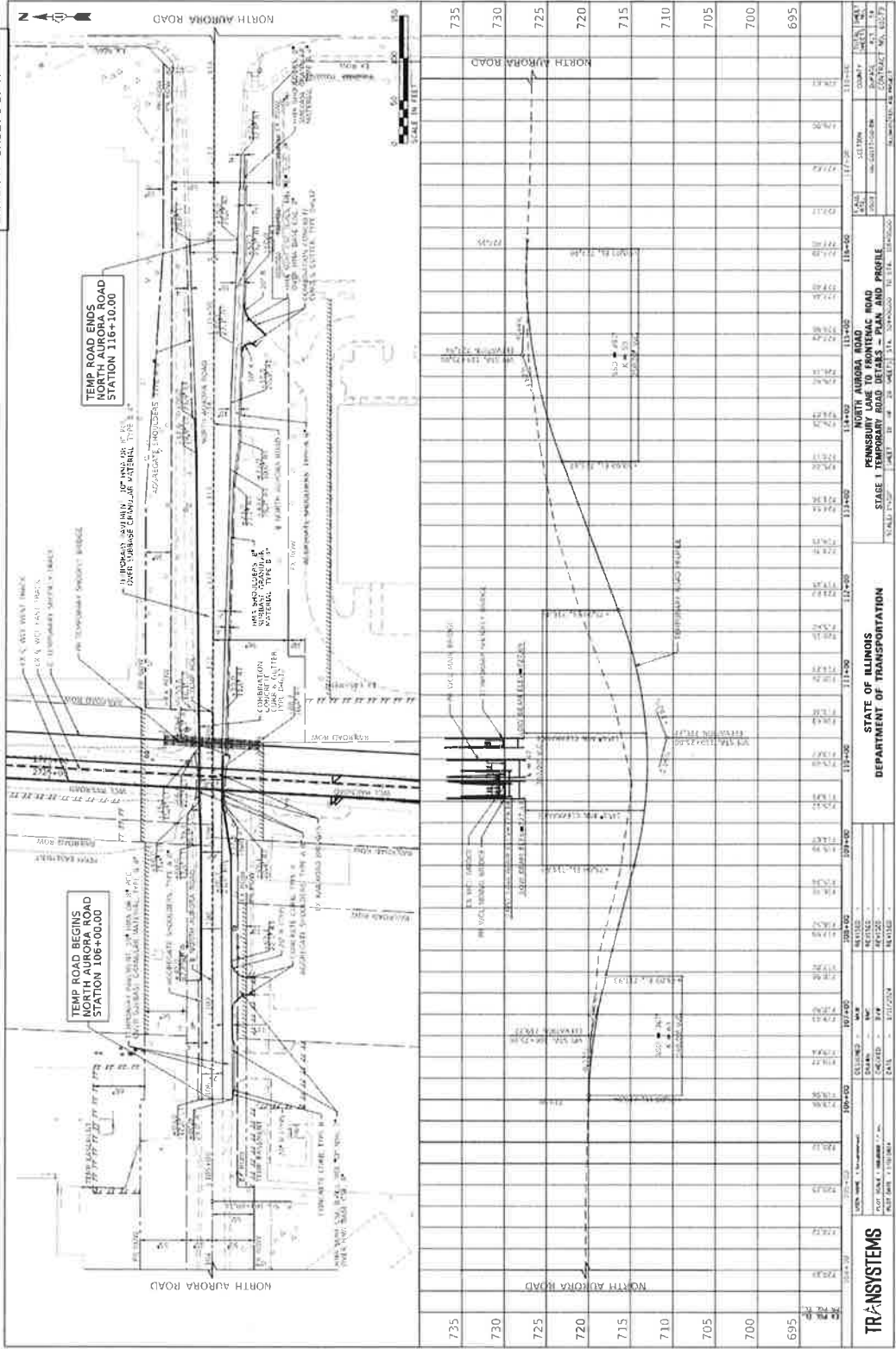
NORTH AURORA ROAD  
PENNSYLVANIA LANE TO FRONTENAC ROAD  
PLAN AND PROFILE

SCALE: 1"=50'  
SHEET 2 OF 17  
CONTRACT NO. BF-20170672



Contract Number: BF-20170672

EXHIBIT A - SHEET 3 OF 17



| STATION | ELEVATION | REMARKS  |
|---------|-----------|--|
| 695     | 116.00    | TEMP ROAD BEGINS NORTH AURORA ROAD STATION 106+00.00 |
| 700     | 115.00    |  |
| 705     | 114.00    |  |
| 710     | 113.00    |  |
| 715     | 112.00    |  |
| 720     | 111.00    |  |
| 725     | 110.00    |  |
| 730     | 109.00    |  |
| 735     | 108.00    | TEMP ROAD ENDS NORTH AURORA ROAD STATION 116+00.00   |

TRANSYSTEMS

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

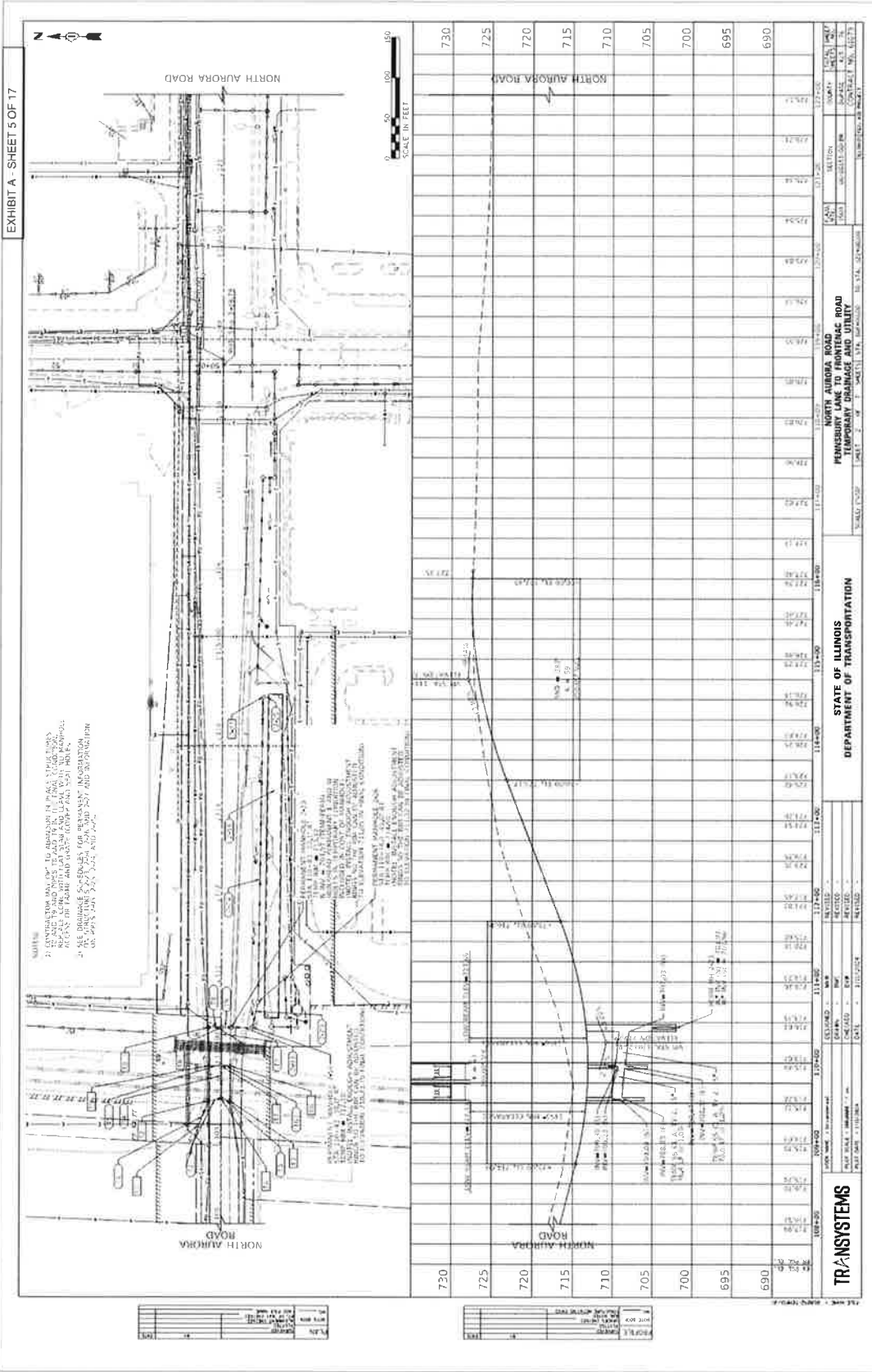
PENNSBURG LAKE TO FRONTENAC ROAD  
STAGE 1 TEMPORARY ROAD DETAILS - PLAN AND PROFILE

SCALE IN FEET  
1" = 40'





Contract Number: BF-20170672

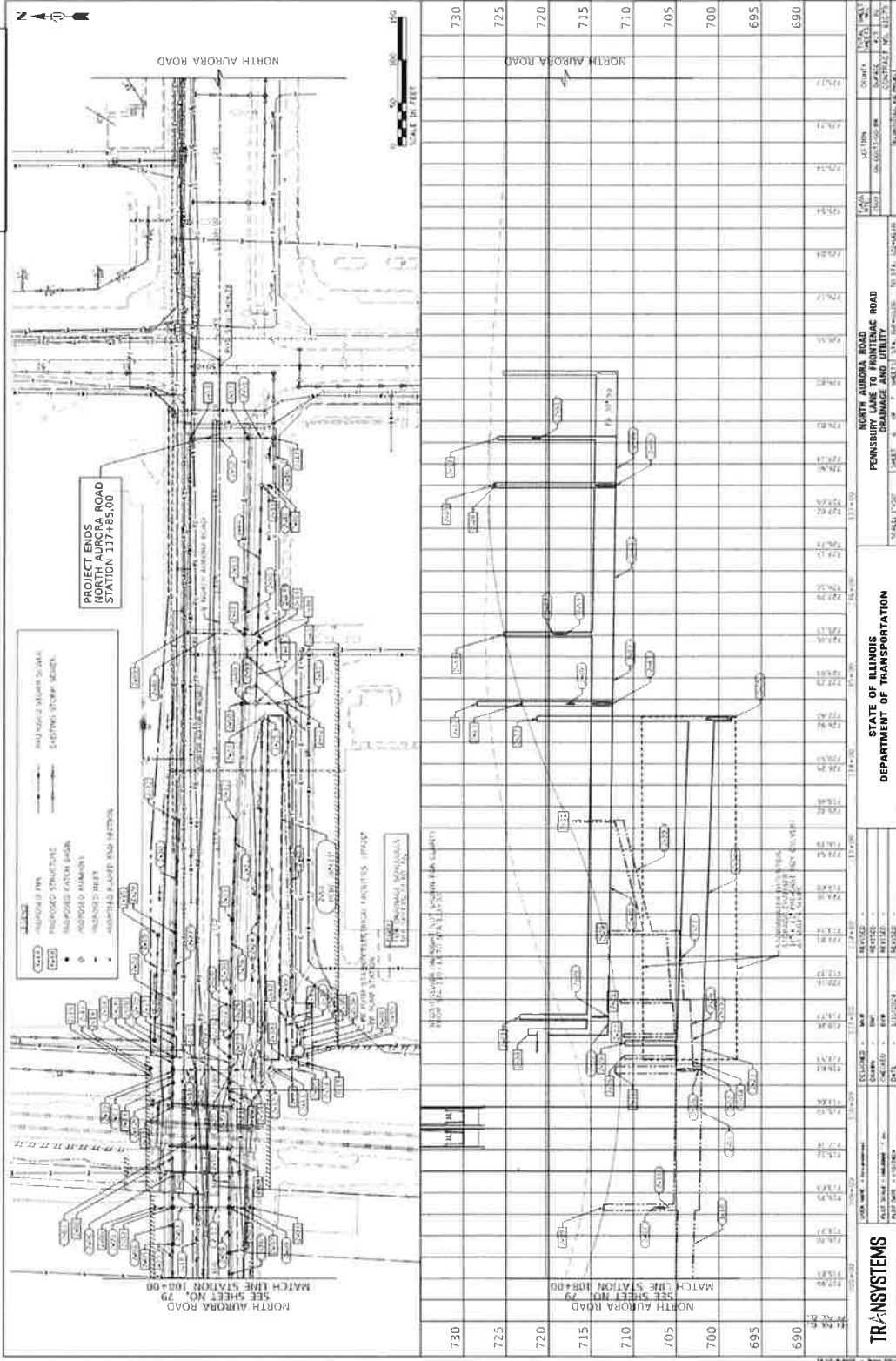


| STATION | DATE     | BY     | REVISION |
|---------|----------|--------|----------|
| 11+000  | 11/15/17 | [Name] | ISSUED   |
| 11+100  | 11/15/17 | [Name] | ISSUED   |
| 11+200  | 11/15/17 | [Name] | ISSUED   |
| 11+300  | 11/15/17 | [Name] | ISSUED   |
| 11+400  | 11/15/17 | [Name] | ISSUED   |
| 11+500  | 11/15/17 | [Name] | ISSUED   |
| 11+600  | 11/15/17 | [Name] | ISSUED   |
| 11+700  | 11/15/17 | [Name] | ISSUED   |
| 11+800  | 11/15/17 | [Name] | ISSUED   |
| 11+900  | 11/15/17 | [Name] | ISSUED   |
| 12+000  | 11/15/17 | [Name] | ISSUED   |



Contract Number: BF-20170672

EXHIBIT A - SHEET 6 OF 17



| STATION  | 690 | 700 | 705 | 710 | 715 | 720 | 725 | 730 |
|--|-----|-----|-----|-----|-----|-----|-----|-----|
| PROJECT ENDS NORTH AURORA ROAD STATION 117+85.00 |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 100+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 108+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 117+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 125+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 133+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 141+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 149+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 157+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 165+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 173+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 181+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 189+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 197+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 205+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 213+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 221+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 229+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 237+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 245+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 253+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 261+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 269+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 277+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 285+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 293+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 301+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 309+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 317+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 325+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 333+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 341+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 349+00                        |     |     |     |     |     |     |     |     |
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| MATCH LINE STATION 365+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 373+00                        |     |     |     |     |     |     |     |     |
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| MATCH LINE STATION 405+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 413+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 421+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 429+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 437+00                        |     |     |     |     |     |     |     |     |
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| MATCH LINE STATION 493+00                        |     |     |     |     |     |     |     |     |
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| MATCH LINE STATION 581+00                        |     |     |     |     |     |     |     |     |
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| MATCH LINE STATION 597+00                        |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 605+00                        |     |     |     |     |     |     |     |     |
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| MATCH LINE STATION 1101+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1109+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1117+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1125+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1133+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1141+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1149+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1157+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1165+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1173+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1181+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1189+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1197+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1205+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1213+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1221+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1229+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1237+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1245+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1253+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1261+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1269+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1277+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1285+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1293+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1301+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1309+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1317+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1325+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1333+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1341+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1349+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1357+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1365+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1373+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1381+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1389+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1397+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1405+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1413+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1421+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1429+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1437+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1445+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1453+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1461+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1469+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1477+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1485+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1493+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1501+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1509+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1517+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1525+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1533+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1541+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1549+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1557+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1565+00                       |     |     |     |     |     |     |     |     |
| MATCH LINE STATION 1573+00                       |     |     |     |     |     |     |     |     |
|  |     |     |     |     |     |     |     |     |



Contract Number: BF-20170672

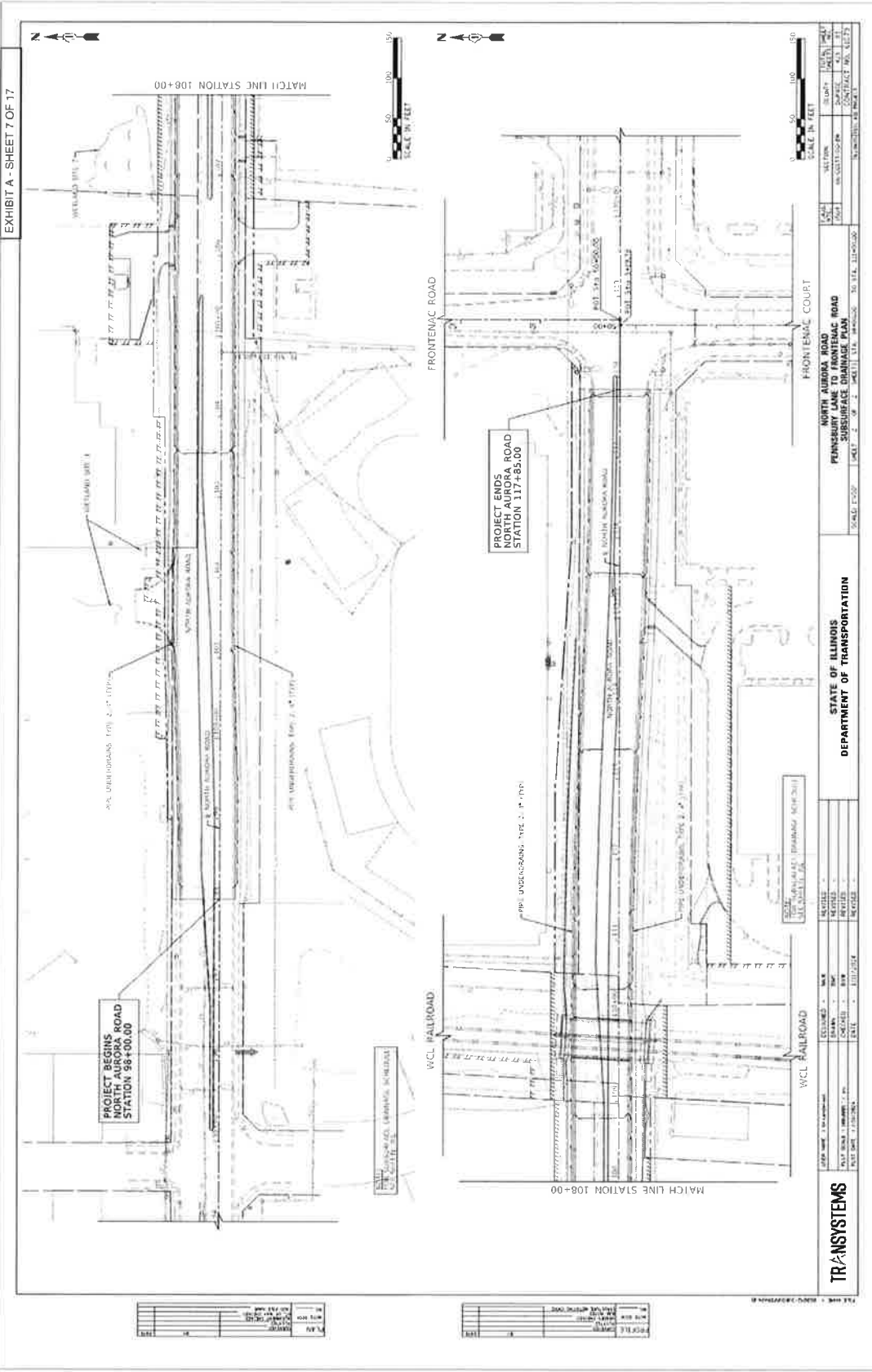


EXHIBIT A - SHEET 7 OF 17

PROJECT BEGINS  
NORTH AURORA ROAD  
STATION 98+00.00

PROJECT ENDS  
NORTH AURORA ROAD  
STATION 117+85.00

SCALE IN FEET  
0 50 100 150

SCALE IN FEET  
0 50 100 150

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD  
PUNSBURY LANE TO FRONTENAC ROAD  
SUBSURFACE DRAINAGE PLAN

SCALE: 1"=50'

DATE: 11/11/14

PROJECT NO: 1170672

TRANSYSTEMS

DATE: 11/11/14

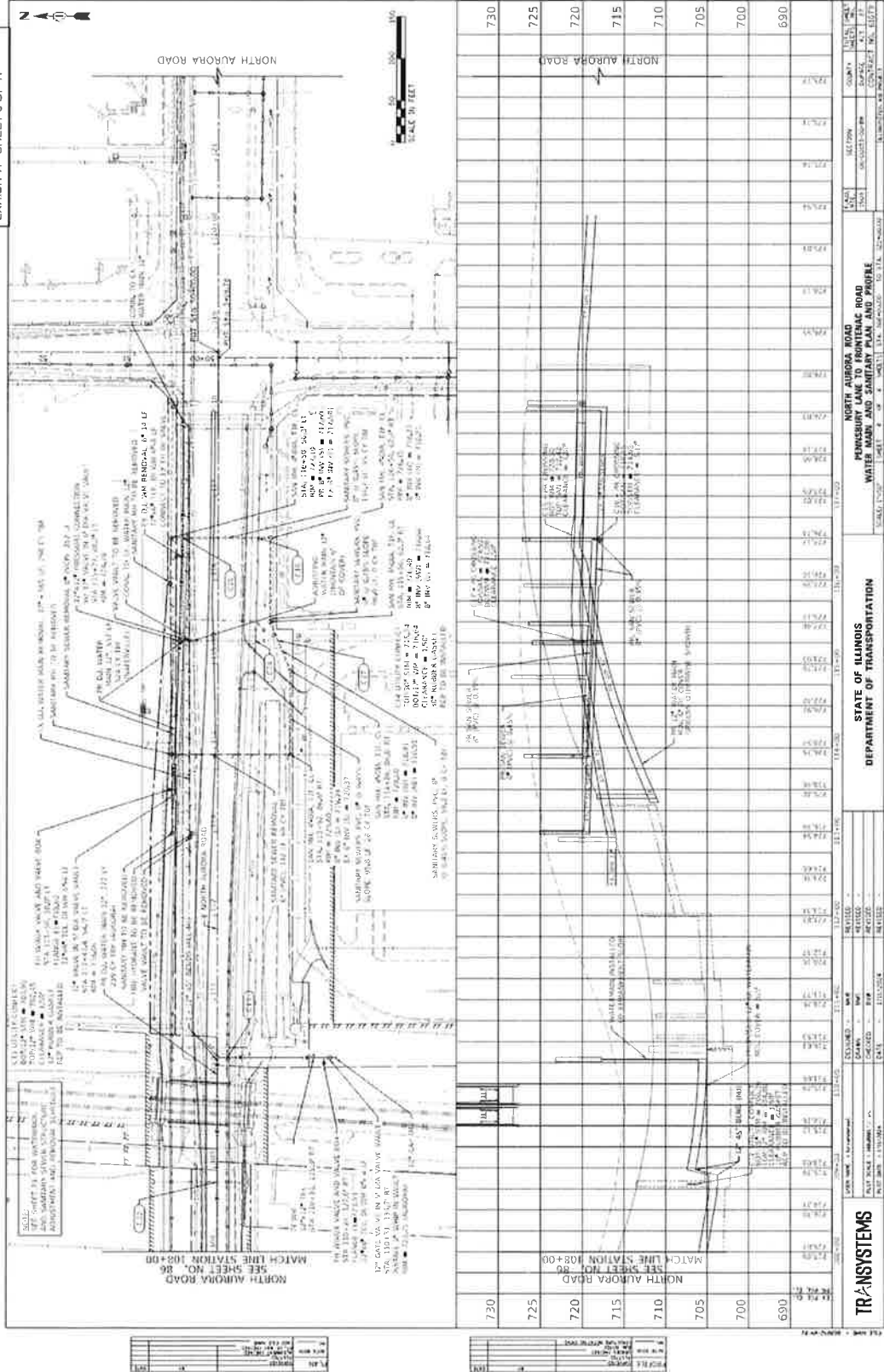
PROJECT NO: 1170672





Contract Number: BF-20170672

EXHIBIT A - SHEET 8 OF 17



TRANSYSTEMS

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

NORTH AURORA ROAD  
FRONTENAC ROAD  
WATER MAIN AND SANITARY PLAN AND PROFILE

| DATE     | SECTION | SCALE    | BY  |
|----------|---------|----------|-----|
| 11/17/10 | PLAN    | 1" = 50' | ... |
| 11/17/10 | PROFILE | 1" = 10' | ... |

| NO. | DATE     | DESCRIPTION        |
|-----|----------|--------------------|
| 1   | 11/17/10 | ISSUED FOR BIDDING |
| 2   | 11/17/10 | REVISED            |
| 3   | 11/17/10 | REVISED            |

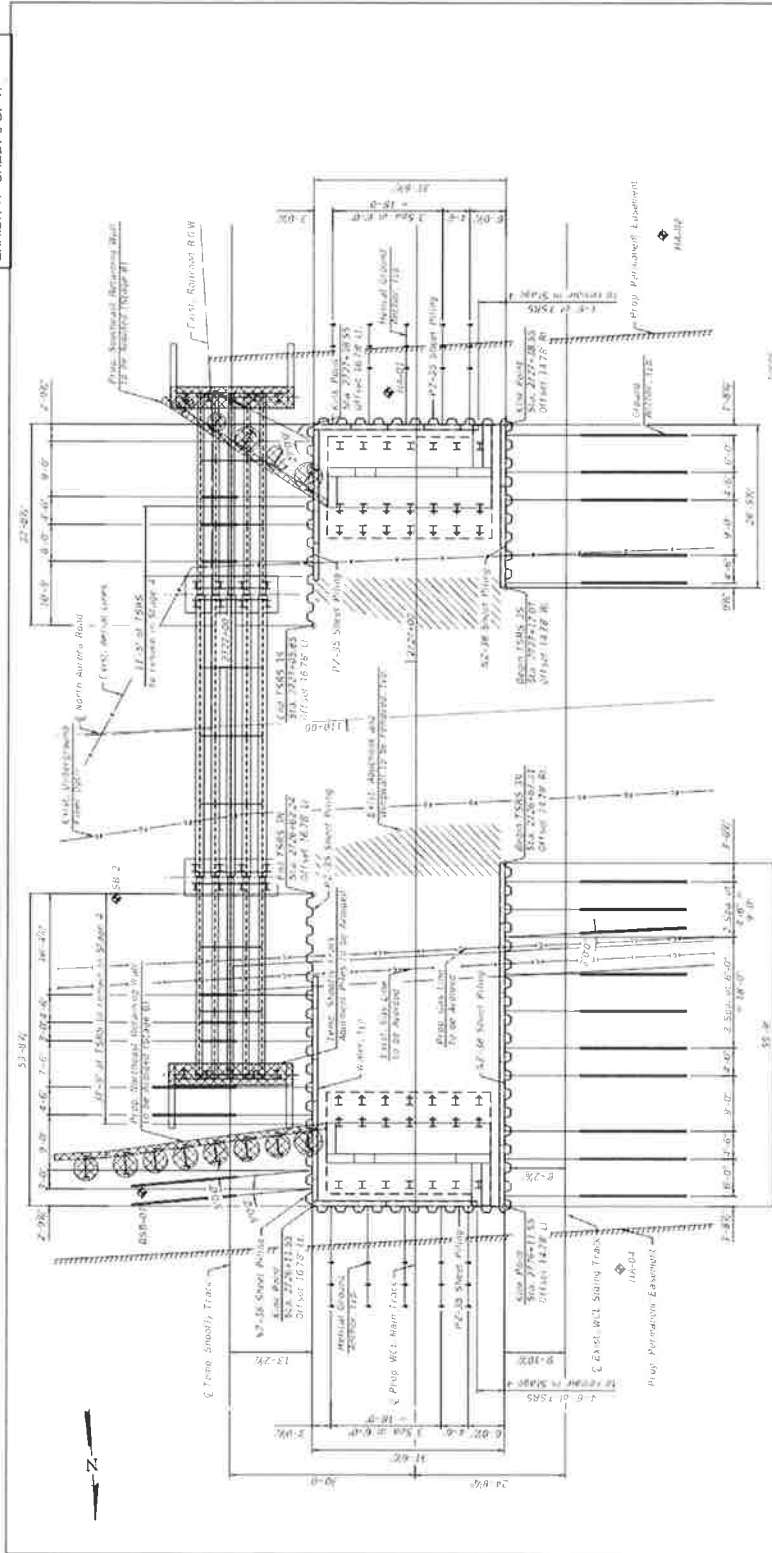
| NO. | DATE     | DESCRIPTION        |
|-----|----------|--------------------|
| 1   | 11/17/10 | ISSUED FOR BIDDING |
| 2   | 11/17/10 | REVISED            |
| 3   | 11/17/10 | REVISED            |





Contract Number: BF-20170672

EXHIBIT A - SHEET 9 OF 17



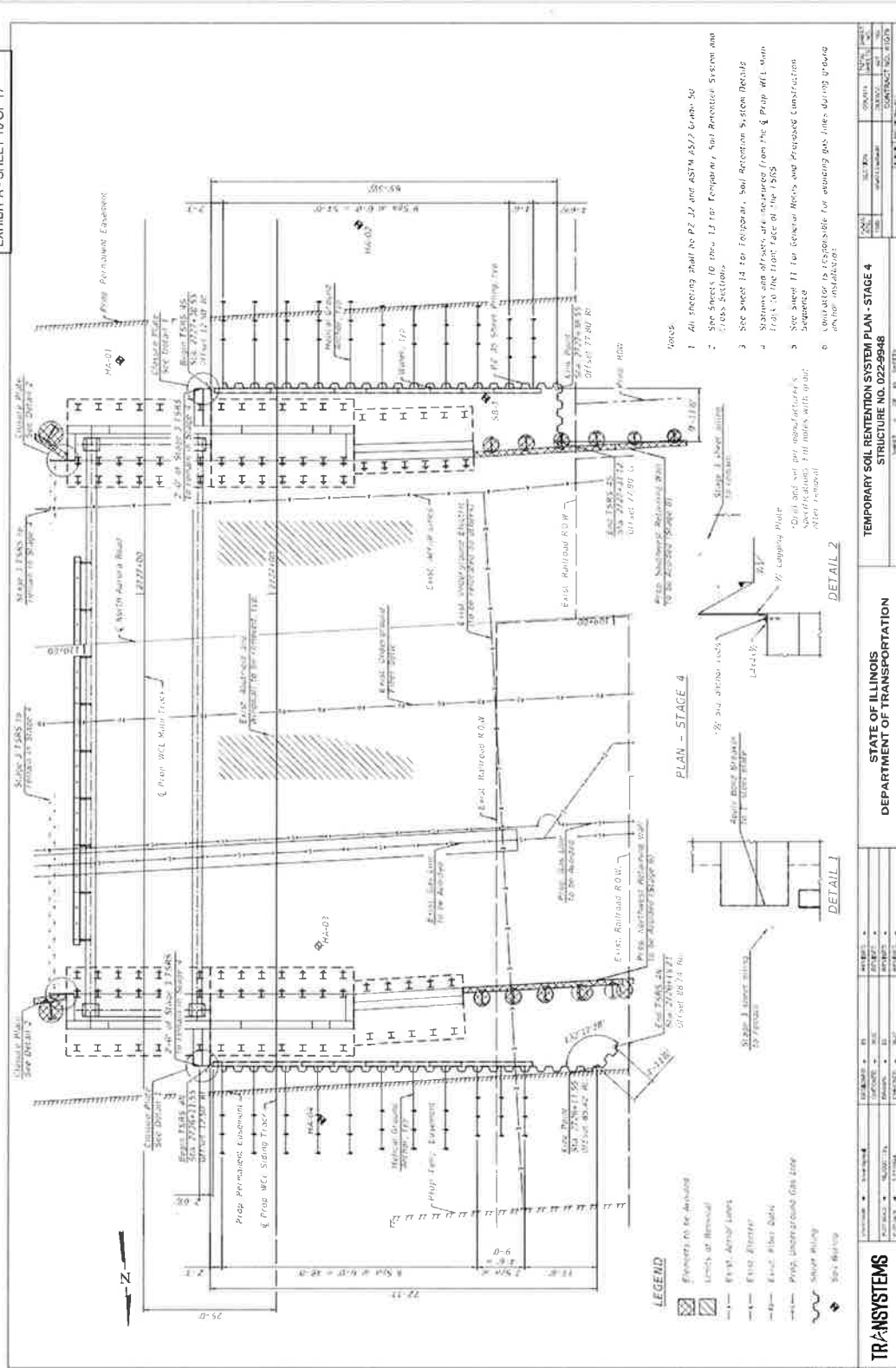
- LEGEND**
- ▣ Pile-35 Sheet Piling
  - ▣ Pile-36 Sheet Piling
  - ▣ Sheet Piling
  - ▣ Soil Nailing
  - ▣ Prop. Permanent Retention Wall
  - ▣ Prop. Permanent Easement
- NOTES:**
1. All retaining walls to be built in accordance with ASV 157.00 and ASV 157.01.
  2. See Sheet 10 for Temporary Soil Retention System and Cross Section.
  3. See Sheet 11 for Temporary Soil Retention System Details.
  4. Stationing and offsets are measured from the centerline of the existing track to the right face of the wall.
  5. See Sheet 11 for details of retaining wall and foundation construction.
  6. Contractor is responsible for verifying all dimensions and elevations on the field.

PLAN - STAGE 3

|                              |       |                          |              |   |       |
|------------------------------|-------|--------------------------|--------------|---|-------|
| <b>TRANSYSTEMS</b>           |       | <b>STATE OF ILLINOIS</b> |              | <b>TEMPORARY SOIL RETENTION SYSTEM PLAN - STAGE 3</b> |       |
| DEPARTMENT OF TRANSPORTATION |       | STRUCTURE NO. 022-9948   |              | SHEET 9 OF 17   |       |
| DATE                         | SCALE | SECTION                  | CONTRACT NO. | DATE  | SCALE |
|                              |       |                          |              |   |       |

Contract Number: BF-20170672

EXHIBIT A - SHEET 10 OF 17

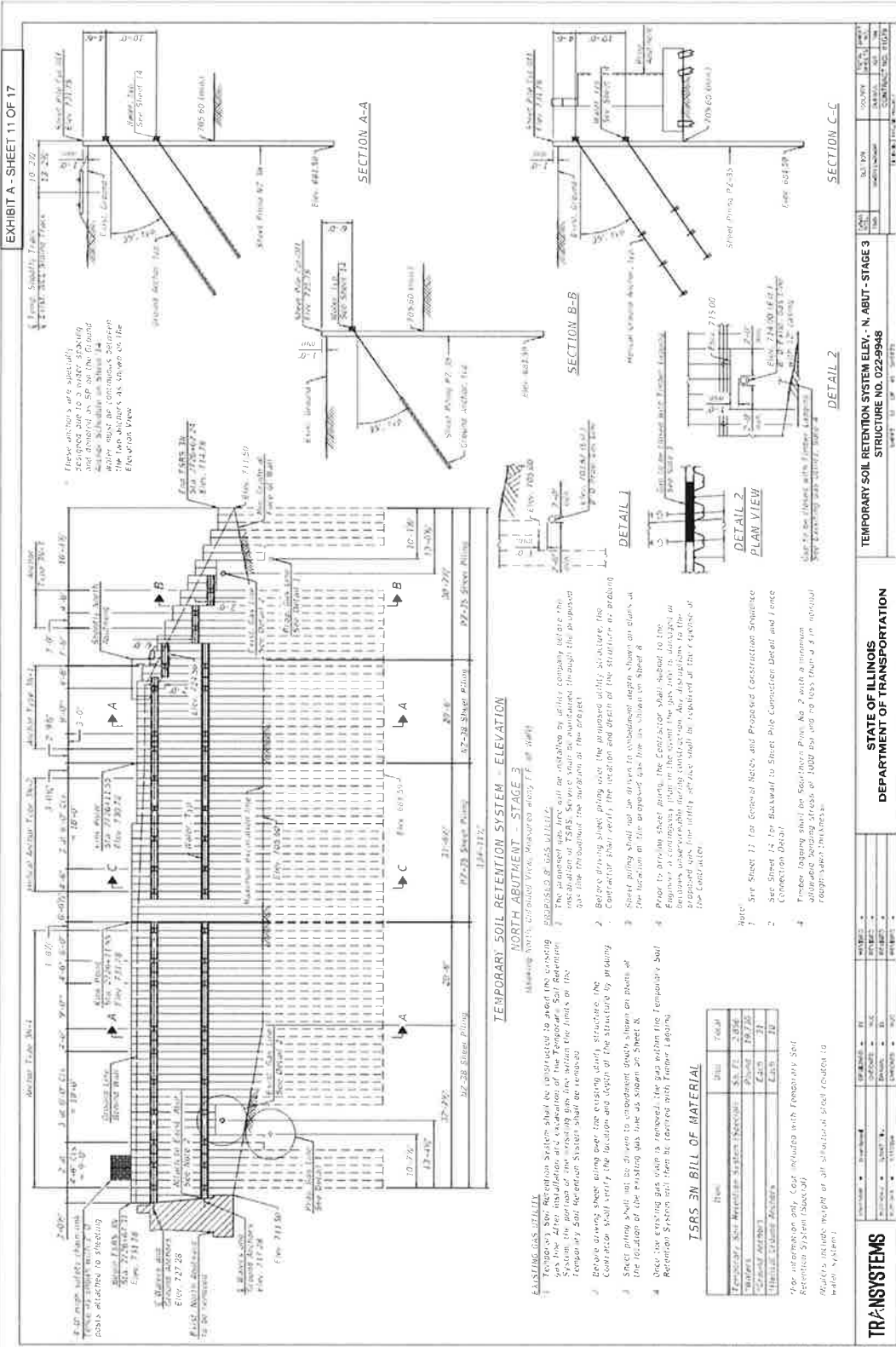


**LEGEND**

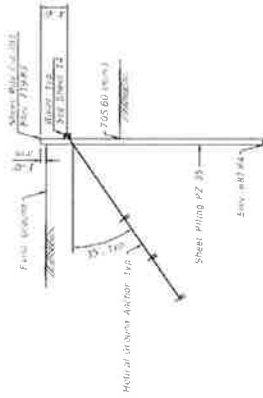
- Elements to be Deleted
- Items at Removal
- Existing Features
- Existing Features
- Existing Features
- Existing Features
- Existing Features
- Existing Features
- Existing Features

- NOTES:**
1. All piping shall be per 21 and ASTM A517 Grade 50
  2. See Sheets 10 thru 13 for Temporary Soil Re-ventilation System and Cross Sections
  3. See Sheet 14 for Temporary Soil Re-ventilation System Details
  4. Stations and offsets are measured from the § Prop. WCI Main Trunk at the front face of the PSES
  5. See Sheet 11 for General Notes and Proposed Construction Sequence
  6. Contractor is responsible for ensuring gas lines during ground on for installation.

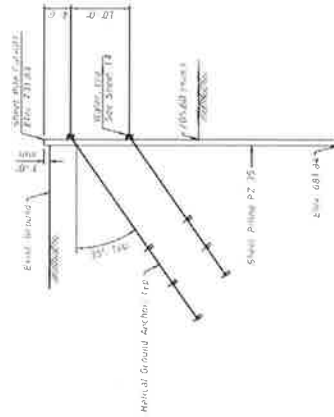
|   |  |  |   |
|---|--|--|---|
| <b>TRANSYSTEMS</b><br>STATE OF ILLINOIS<br>DEPARTMENT OF TRANSPORTATION |  | <b>TEMPORARY SOIL RE-VENTILATION SYSTEM PLAN - STAGE 4</b><br>STRUCTURE NO. 022-9848 |   |
| PROJECT NO. 022-9848<br>SHEET NO. 10 OF 17<br>CONTRACT NO. 022-9848     | DATE: 08/24/17<br>DRAWN BY: [Name]<br>CHECKED BY: [Name] | SCALE: 1" = 20'-0"<br>PROJECT: [Name]<br>CONTRACT: [Name]                            | SHEET NO. 10 OF 17<br>CONTRACT NO. 022-9848 |



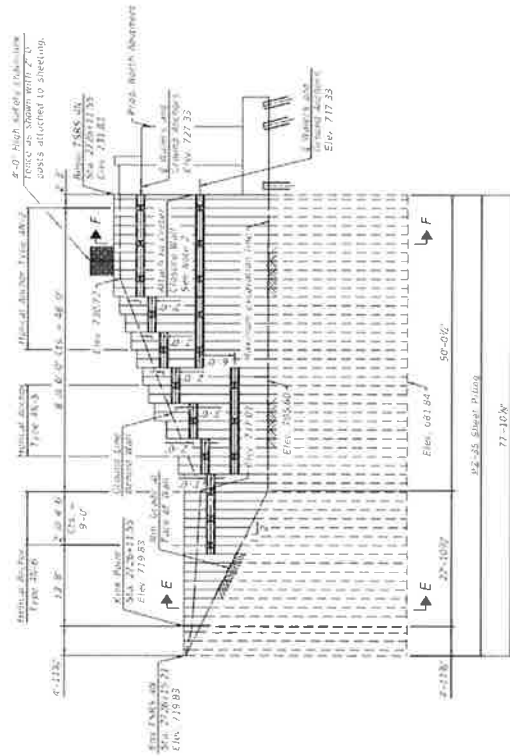
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|--|--------------------|------------------------------|--------------------|
| TEMPORARY SOIL RETENTION SYSTEM - ELEVATION - NORTH ABUTMENT - STAGE 3 |                    | STRUCTURE NO. 02249948       |                    |
| DATE: 10-27-2017   | SCALE: AS SHOWN    | DESIGNED BY: [Name]          | CHECKED BY: [Name] |
| STATE OF ILLINOIS  |                    | DEPARTMENT OF TRANSPORTATION |                    |
| PROJECT NO. BF-20170672  | SHEET NO. 11 OF 17 | CONTRACT NO. BF-20170672     | DATE: 10-27-2017   |



SECTION E-E



SECTION F-F



TEMPORARY SOIL RETENTION SYSTEM - ELEVATION  
NORTH ABUTMENT - STAGE 4

(Looking North, Unobscured View, Assumed along F-F at Wall)

ISRS-4N BILL OF MATERIAL

| Item  | Unit       | FROM  |
|---|------------|-------|
| TEMPORARY SOIL RETENTION SYSTEM (EXHIBIT A) | SQ. FT.    | 1.662 |
| TEMPORARY SOIL RETENTION SYSTEM (EXHIBIT A) | LINEAL FT. | 1.000 |
| TEMPORARY SOIL RETENTION SYSTEM (EXHIBIT A) | CU. YD.    | 1.000 |

\*For information only. Cost includes with Temporary Soil Retention System (Special) (Waters include weight of an structural steel involved to water system)

- 1. See Sheet 11 for General Notes and Proposed Construction Sequence
- 2. See Sheet 9 for Band Brakes Details
- 3. See Sheet 14 for Fence Connection Detail

|  |   |   |   |
|--|---|---|---|
| <b>TRANSYSTEMS</b>   | <b>STATE OF ILLINOIS</b><br>DEPARTMENT OF TRANSPORTATION  | <b>TEMPORARY SOIL RETENTION SYSTEM ELEV. - N. ABUT. - STAGE 4</b><br>STRUCTURE NO. 022-9948 | SHEET 12 OF 41 SHEETS   |
| PROJECT NO. 022-9948<br>CONTRACT NO. 022-9948<br>SHEET NO. 12 OF 41 SHEETS | COUNTY: ILLINOIS<br>DISTRICT: 12<br>DIVISION: 12<br>PROJECT: 022-9948<br>SHEET: 12 OF 41 SHEETS | CONTRACT NO. 022-9948<br>SHEET NO. 12 OF 41 SHEETS  | COUNTY: ILLINOIS<br>DISTRICT: 12<br>DIVISION: 12<br>PROJECT: 022-9948<br>SHEET: 12 OF 41 SHEETS |

**TYPICAL WATER DETAIL**

**SECTION A-A**  
(See Detail A)

**VIEW B-B**

**VIEW C-C**

**DETAIL C**

**BACKWALL TO SHEET**  
**BACKWALL BRACKET**

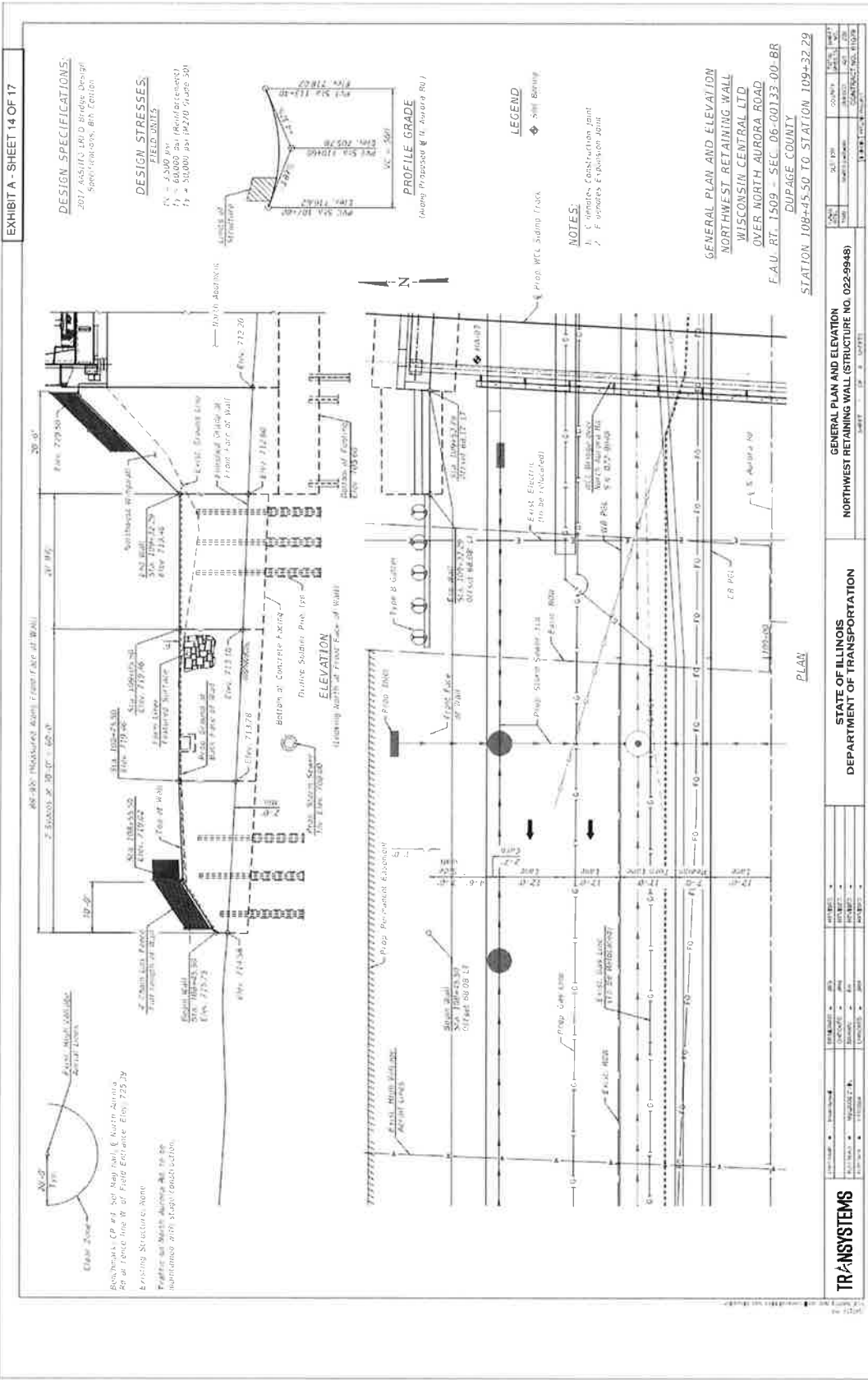
**PILE CONNECTION DETAIL**

**CONNECTION PLATE**

| GROUND ANCHOR SCHEDULE |                    |                         |                 |                               |                           |                     |  |  |  |
|------------------------|--------------------|-------------------------|-----------------|-------------------------------|---------------------------|---------------------|--|--|--|
| Spec.                  | Design Load (kips) | Embedment Length (feet) | Angle (degrees) | Min. Unstressed Length (feet) | Est. Bolted Length (feet) | Total Length (feet) |  |  |  |
| AN-17                  | 48.12              | 27.20                   | 35              | 25                            | 27                        | 27                  |  |  |  |
| AN-17-SB               | 5.63               | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 11.26              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 17.89              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 24.52              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 31.15              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 37.78              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 44.41              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 51.04              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 57.67              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 64.30              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 70.93              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 77.56              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 84.19              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 90.82              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 97.45              | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 104.08             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 110.71             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 117.34             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 123.97             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 130.60             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 137.23             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 143.86             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 150.49             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 157.12             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 163.75             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 170.38             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 177.01             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 183.64             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 190.27             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 196.90             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 203.53             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 210.16             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 216.79             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 223.42             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 230.05             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 236.68             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 243.31             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 249.94             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 256.57             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 263.20             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 269.83             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 276.46             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 283.09             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 289.72             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 296.35             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 302.98             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 309.61             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 316.24             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 322.87             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 329.50             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 336.13             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 342.76             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 349.39             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 356.02             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 362.65             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 369.28             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 375.91             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 382.54             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 389.17             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 395.80             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 402.43             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 409.06             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 415.69             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 422.32             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 428.95             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 435.58             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 442.21             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 448.84             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 455.47             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 462.10             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 468.73             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 475.36             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 481.99             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 488.62             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 495.25             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 501.88             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 508.51             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 515.14             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 521.77             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 528.40             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 535.03             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 541.66             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 548.29             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 554.92             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 561.55             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 568.18             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 574.81             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 581.44             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 588.07             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 594.70             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 601.33             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 607.96             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 614.59             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 621.22             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 627.85             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 634.48             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 641.11             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 647.74             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 654.37             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 661.00             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 667.63             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 674.26             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 680.89             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 687.52             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 694.15             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 700.78             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 707.41             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 714.04             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 720.67             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 727.30             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 733.93             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 740.56             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 747.19             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 753.82             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 760.45             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 767.08             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 773.71             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 780.34             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 786.97             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 793.60             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 800.23             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 806.86             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 813.49             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 820.12             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 826.75             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 833.38             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 840.01             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 846.64             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 853.27             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 859.90             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 866.53             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 873.16             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 879.79             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 886.42             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 893.05             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 899.68             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 906.31             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 912.94             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 919.57             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 926.20             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 932.83             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 939.46             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 946.09             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 952.72             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 959.35             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 965.98             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 972.61             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 979.24             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 985.87             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 992.50             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 999.13             | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1005.76            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1012.39            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1019.02            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1025.65            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1032.28            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1038.91            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1045.54            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1052.17            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1058.80            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1065.43            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1072.06            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1078.69            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1085.32            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1091.95            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1098.58            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1105.21            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1111.84            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1118.47            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1125.10            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1131.73            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1138.36            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1144.99            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1151.62            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1158.25            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1164.88            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |
| AN-17-SB               | 1171.51            | 27.20                   | 35              | 25                            | 24                        | 39                  |  |  |  |



Contract Number: BF-20170672





Contract Number: BF-20170672

EXHIBIT A - SHEET 15 OF 17

**GENERAL NOTES:**

1. Wall stations and offsets are measured from the centerline at North Arrow Road to the front face of the concrete facing.
2. Reinforcement bars designated (E) shall be epoxy coated.
3. Anti-Gratic Protection System shall be applied to exposed surfaces of the facing.
4. Soldier piles shall be cleaned and inspected for defects of Inorganic Zinc Rich Primer, and finished with Reinforcing Epoxy Primer (E) Section.
5. All exposed concrete edges shall have a standard 3/4" chamfer, unless otherwise noted.
6. For Chain Link Fence details, see sheet 236 of 422.
7. The Contractor is responsible for the design and performance of the timber lagging using no less than a 1 inch nominal rough-sawn thickness and minimum allowable bending stress of 1800 psi.
8. The existing soil in the drilled soldier pile areas contains a groundwater temporary casing. The contractor shall be responsible for the design and performance of the Soldier Pile Lagging for retention on the face of temporary casing. The cost of temporary lagging is included with Drilling and Setting Soldier Piles (in Soil).

**TOTAL BILL OF MATERIAL**

| Item   | Unit        | Total |
|--|-------------|-------|
| Steel Reinforcement                          | Cu Ft       | 72    |
| Concrete                                     | Cu Yd       | 24.7  |
| Formwork                                     | Sq Ft       | 672   |
| Timber Lagging                               | Lineal Feet | 2,730 |
| Drilling and Setting Soldier Piles (in Soil) | Lineal Feet | 4,220 |
| Construction with Items                      | Sq Ft       | 479   |
| Paint  | Gal         | 75    |
| Concrete Sealers                             | Gal         | 67    |
| Chain Link Fence                             | Sq Ft       | 67    |
| Subtotal                                     | Sq Ft       | 547   |

**INDEX OF SHEETS**

- 1 General Plan and Elevation
- 2 General Details
- 3 Reinforcement
- 4 and Section and Details

|  |  |  |  |
|--|--|--|--|
| <b>TRANSYSTEMS</b>   | STATE OF ILLINOIS<br>DEPARTMENT OF TRANSPORTATION  | GENERAL DATA<br>NORTHWEST RETAINING WALL (STRUCTURE NO. 022-9948)  | SHEET 15 OF 17   |
| PROJECT NO. _____ CONTRACT NO. _____<br>DRAWING NO. _____ DATE _____<br>REVISIONS: _____<br>APPROVED BY: _____ | PROJECT NO. _____ CONTRACT NO. _____<br>DRAWING NO. _____ DATE _____<br>REVISIONS: _____<br>APPROVED BY: _____ | PROJECT NO. _____ CONTRACT NO. _____<br>DRAWING NO. _____ DATE _____<br>REVISIONS: _____<br>APPROVED BY: _____ | PROJECT NO. _____ CONTRACT NO. _____<br>DRAWING NO. _____ DATE _____<br>REVISIONS: _____<br>APPROVED BY: _____ |



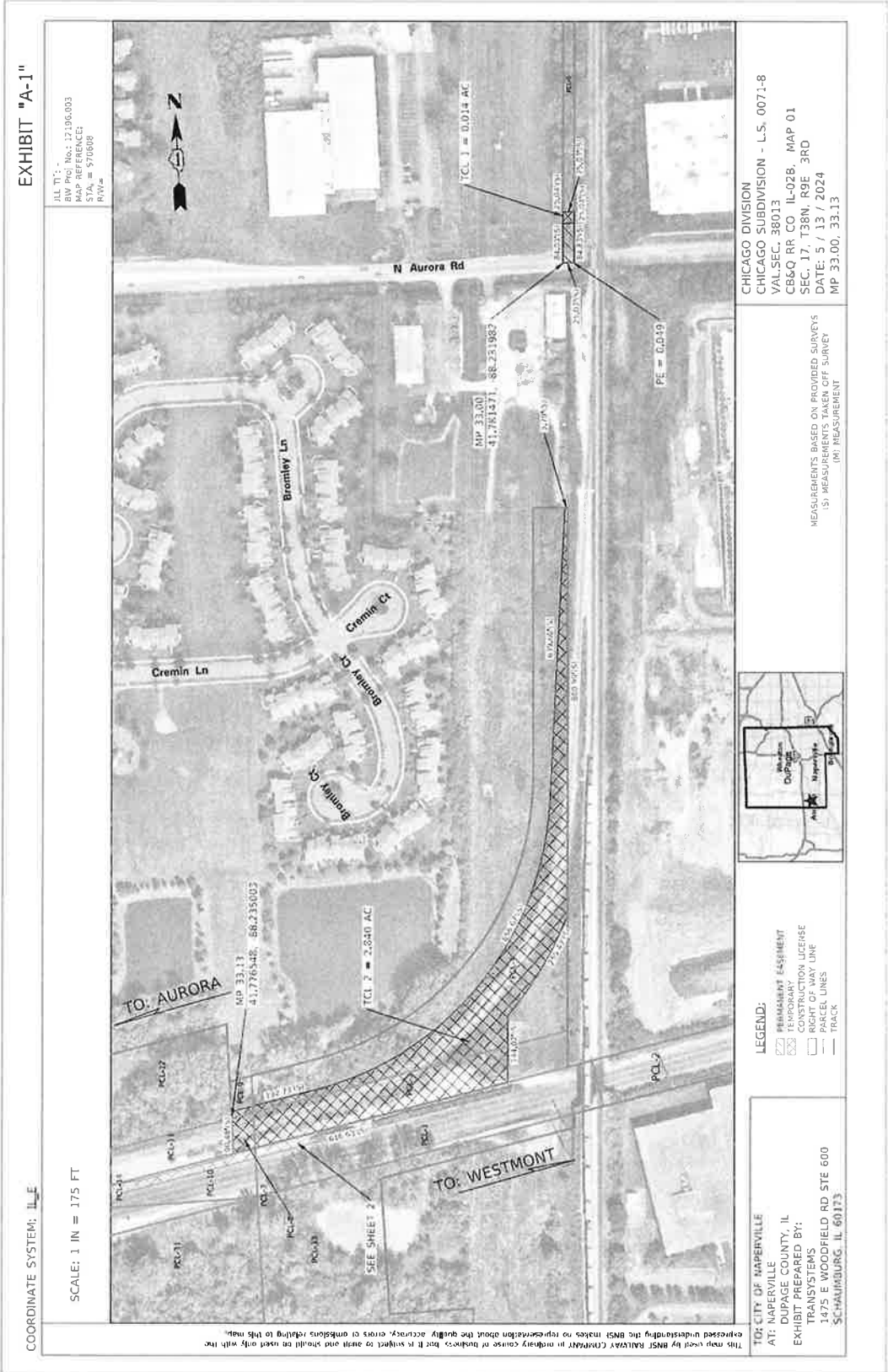






Contract Number: BF-20170672

**EXHIBIT A-1**





Contract Number: BF-20170672

**EXHIBIT B**

|                                |
|--------------------------------|
| EXHIBIT B<br>LEGAL DESCRIPTION |
|--------------------------------|

Route : North Aurora Road  
Section: 07-06115-00-WR  
County : DuPage  
Job No.: R-55-001-97  
Parcel : 0011P.E.  
Sta. 108+97.19 To Sta. 109+26.76

Index No. 07-17-506-002(pt)

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 west line of the BNSF Railway Company right of way, formerly the Burlington Northern Railroad, recorded September 29, 1914 as document number 118104; thence South 3 degrees 11 minutes 00 seconds West along the said west line of the BNSF Railway Company, right of way, formerly the Burlington Northern Railroad, a distance of 602.80 feet to the point of beginning; thence South 89 degrees 53 minutes 12 seconds East, a distance of 25.03 feet to the east line of the BNSF Railway Company right of way, formerly the Burlington Northern Railroad, recorded September 29, 1914 as document number 118104; thence South 3 degrees 11 minutes 00 seconds West along the said east line of the BNSF Railway Company right of way, formerly the Burlington Northern Railroad, a distance of 84.83 feet to the center line of North Aurora Road; thence North 89 degrees 52 minutes 30 seconds West along the center line of North Aurora Road, a distance of 25.03 feet to the said west line of the BNSF Railway Company right of way, formerly the Burlington Northern Railroad; thence North 3 degrees 11 minutes 00 seconds East along the said west line of the BNSF Railway Company right of way, formerly the Burlington Northern Railroad, a distance of 84.83 feet to the point of beginning.

Said permanent easement containing 0.049 acre, more or less.

Said permanent easement to be used for highway purposes.



Contract Number: BF-20170672

## EXHIBIT C

### CONTRACTOR REQUIREMENTS

#### 1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of the Project.
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C- 1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C- 1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay Railway for the Temporary Construction License or Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) either Temporary Construction License, or (iii) the Easement, Railway may immediately terminate both Temporary Construction License and/or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Contract Number: BF-20170672

City of Naperville City Engineer  
Naperville Municipal Center  
400 South Eagle Street  
Naperville, IL 60540

- E.** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F.** The Contractor must notify the City Engineer of the City of Naperville at (630-420-6704\_) and Railway's Manager Public Projects at (913) 551-4275 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20170672.
- G.** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of



Contract Number: BF-20170672

responsibility for results obtained by the implementation of said approved plans.

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

## 2) Contractor Safety Orientation

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

## 3) Railway Requirements

- A The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B The Contractor must notify the Railway's Division Engineer Michael Gibson at (817) 352- 1945 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.



Contract Number: BF-20170672

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of Naperville and must not be undertaken until approved in writing by the Railway, and until the City of Naperville has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the City of Naperville as Lead Local Agency for the Agency for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited



Contract Number: BF-20170672

and Contractor must immediately notify the Railway's Resource Operations Center at 1 (800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) **Contractor Roadway Worker on Track Safety Program and Safety Action Plan**

- A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com), which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
  - i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at [www.eVerifile.com](http://www.eVerifile.com), in addition to any other applicable regulatory requirements.





Contract Number: BF-20170672

- i) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
- ii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.
- iii) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

#### 5) Railway Flagger Services

- A. The Contractor must give Railway's **Roadmaster (telephone 630-692-6257)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
  - i) When, upon inspection by Railway's Representative, other conditions warrant.



Contract Number: BF-20170672

- ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- iii) When work in any way interferes with the safe operation of trains at timetable speeds.
- iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by the Agency. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for a ten (10) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- iv) The average train traffic on this route is 1 freight train per 24-hour period at a timetable speed 20 MPH.



Contract Number: BF-20170672

**6) Contractor General Safety Requirements**

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- D.** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E.** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F.** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.



Contract Number: BF-20170672

- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.BNSFContractor.com](http://www.BNSFContractor.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be



Contract Number: BF-20170672

maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

## 7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (Mark Anderson 816-536-3253)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

## 8) **Hazardous Waste, Substances and Material Reporting:**

- A. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or



Contract Number: BF-20170672

material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

#### **9) Personal Injury Reporting**

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



Contract Number: BF-20170672

**NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION**

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- Passenger on train (C)
- Non-employee (N)  
*(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- Contractor/safety
- Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H)
- Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off railroad property If

train involved, Train ID:

\_\_\_\_\_

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

\_\_\_\_\_  
(Name) (Employee No.) (Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



Contract Number: BF-20170672

### NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email [Safety.IncidentReporting@BNSF.com](mailto:Safety.IncidentReporting@BNSF.com).

Accident City/State: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ Temperature: \_\_\_\_\_  
\_\_\_\_\_ Weather: \_\_\_\_\_ (if non-BNSF location)

Name (Last/First/MI): \_\_\_\_\_

Age: \_\_\_\_\_ Gender (if available): \_\_\_\_\_

Company: \_\_\_\_\_

eRailsafe Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BNSF Contractor Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Injury: \_\_\_\_\_ Body Part: \_\_\_\_\_  
\_\_\_\_\_ (e.g., laceration)  
\_\_\_\_\_ (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):  
\_\_\_\_\_  
\_\_\_\_\_

Work activity in progress at time of accident: \_\_\_\_\_

Tools, machinery, or hazardous materials involved in accident: \_\_\_\_\_  
\_\_\_\_\_

Treatment:

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment: \_\_\_\_\_

Dr. Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Dr. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hospital Name: \_\_\_\_\_

Hospital Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_





Contract Number: BF-20170672

Diagnosis: \_\_\_\_\_

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



Contract Number: BF-20170672

**EXHIBIT C-1**

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

**Railway File:** BF-20170672

**Agency Project:** \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "**Contractor**"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, 2024, with the Illinois Department of Transportation ("**IDOT**") for the performance of certain work in connection with the following project: work on BNSF Railway Company right-of-way related to reconstruction of the North Aurora Road Underpass. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

**1) RELEASE OF LIABILITY AND INDEMNITY**

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of



Contract Number: BF-20170672

Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY**

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

C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits except to the extent that such claims are proximately caused by the intentional misconduct or sole negligence of Railway.

D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law.

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

## 2) TERM

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



Contract Number: BF-20170672

### 3) INSURANCE

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

A. Commercial General Liability insurance. This insurance shall contain broad form general liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

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

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

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.
- ◆ Contractual liability endorsement shall separately provide that BNSF is an additional insured with respect to contractual liability.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to *Railway* employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

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



Contract Number: BF-20170672

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

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

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

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

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

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

**D. Railroad Protective Liability insurance naming only the *Railway* as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:**

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the *Railway* prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.



Contract Number: BF-20170672

**Other Requirements:**

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

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

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

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

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528 Kansas  
City, MO 64114 Toll Free:  
877-576-2378  
Fax number: 817-840-7487  
Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

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

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.



Contract Number: BF-20170672

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

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

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

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

**4) INTENTIONALLY OMITTED**

**5) EXHIBIT "C" CONTRACTOR REQUIREMENTS**

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



Contract Number: BF-20170672

execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

**6) TRAIN DELAY**

- A.** Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors.
- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C.** Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D.** The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E.** Contractor and its subcontractors must give Railway's representative Mark Anderson eight (8) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F.** Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGES FOLLOW





Contract Number: BF-20170672

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

CONTRACTOR

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Manager Public Projects

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and effective this \_\_\_\_\_ day of 2024.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



Contract Number: BF-20170672

**EXHIBIT D**



**Jacob Rzewnicki**  
Manager Public Projects  
IA, IL, and WI

**BNSF Railway Company**  
4515 Kansas Avenue  
Kansas City, KS 66108  
Office: 913-551-4275  
Fax: 763-762-3081  
Email: [Jacob.rzewnicki@bnsf.com](mailto:Jacob.rzewnicki@bnsf.com)

Date: \_\_\_\_\_

Mr./Ms. \_\_\_\_\_

\_\_\_\_\_  
[Name of Agency Here]

\_\_\_\_\_  
[Address for Agency]

\_\_\_\_\_

Re: Final Approval of Plans and Specifications dated \_\_\_\_\_, 20\_\_\_\_, drafted by  
\_\_\_\_\_ [insert name of architecture or engineering firm here]  
(hereinafter called, the "Plans and Specifications")

Dear \_\_\_\_\_:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering work on BNSF Railway Company right-of-way related to reconstruction of the North Aurora Road Underpass. This final written approval is given to City of Naperville, City of Aurora, and Naperville Township as the "Agency" herein pursuant to Article III, Section 1 of that certain Construction and Maintenance Agreement between BNSF and Agency, dated \_\_\_\_\_, 2024. If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Agency must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

\_\_\_\_\_  
Jacob Rzewnicki

**BNSF NORTH AURORA ROAD  
ACCESS AGREEMENT**