RESOLUTION NO. 24 - 2

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

[Wisconsin Central Ltd.]

Recitals

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

- 5. Pursuant to the Fifth Amendment to the Intergovernmental Agreement, and so that the Project can proceed on a timely and efficient basis. a North Aurora Road project team (the "NAR Project Team"), comprised representatives of each member of the Road Authority, was created and delegated limited authority, including the responsibility to review and approve future Project Agreements (as reviewed and approved by their respective legal counsel ("Legal Counsel")), to be executed by the Naperville Township Supervisor, the Mayor of the City of Aurora, and the City Manager of the City of Naperville.
- 6. The NAR Project Team, and Legal Counsel for each member of the Road Authority, have reviewed and approved the following agreements with Wisconsin Central Ltd. (the "WCL Agreements"): a Construction and Management Agreement, a Temporary Easement Agreement, and a Permanent Easement Agreement.

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

<u>Section 1</u>: The forgoing recitals are incorporated in this Section 1 as though fully set forth herein.

<u>Section 2</u>: The NAR Project Team hereby approves the WCL Agreements described herein and will submit them for execution by the Naperville Township Supervisor, the Mayor of the City of Aurora, and the City Manager of the City of Naperville.

<u>Section 3</u>: 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
Tim Weidner
Brian Witkowski
NAR Project Team/City of Naperville
William Novack
Andy Hynes
Matthew Calpin
NAR Project Team/Naperville Townshi
Eddie Bedford
Paul Santucci

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR RECONSTRUCTION OF GRADE SEPARATION WISCONSIN CENTRAL LTD.

Route: 1509 (North Aurora) Section: 06-00133-00-BR

00-BR IDOT

County: DuPage

Federal Project Number: XUXZ(984)

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR RECONSTRUCTION OF GRADE SEPARATION – WISCONSIN CENTRAL LTD. ("Agreement") is entered into by and between the City of Naperville, the City of Aurora, and Naperville Township, jointly and severally (cumulatively referenced herein as the "Road Authority") and Wisconsin Central Ltd., a Delaware corporation ("WCL") authorized to transact business in the State of Illinois. WCL and the Road Authority are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties".

RECITALS

- A. North Aurora Road (FAU 1509), an east-west minor arterial roadway is (at different points) under the jurisdiction of the City of Naperville, the City of Aurora, and Naperville Township (the **Road Authority**). The roadway under the railroad overpass is currently a two-lane roadway with a 12-foot wide through lane in each direction.
- B. The project ("Project") is generally described as the widening and reconstruction of 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 as generally depicted on <u>Exhibit A</u> attached hereto. The Project is referenced as County Section Number 06-00133-00-BR.
- C. WCL's two railroad tracks are carried over the North Aurora Road underpass on an existing two-way through girder bridge which is supported on concrete gravity abutment walls with footing foundations (the "Existing Bridge"). Each bay carries one track and shares a common center girder. The Existing Bridge is owned and maintained by WCL.
- D. WCL's Existing Bridge, built in approximately 1913, is in need of replacement due to aging infrastructure and also due to substandard vertical clearance.
 - E. The Project includes, but is not limited to:
 - (E1) <u>Project Roadway Improvements</u>. Construction and installation of certain North Aurora roadway improvements include, but are not limited to, the following which shall be referenced herein as the "Roadway Project Improvements": (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; and

- (E2) <u>Bridge Project Improvements</u>. The Bridge Project Improvements, as defined herein, generally consist of:
 - (1) Removal of the Existing Bridge;
- (2) Construction and removal of a temporary shoo-fly structure with related embankment, sub-ballast, and temporary retaining wall (together referenced herein as the "Shoo-Fly"); and
- (3) Replacement of the Existing Bridge with two single span track bridges, including but not limited to the bridge superstructure and substructure, the Northwest, and Southwest wing walls (approximately 21' and 22' in length respectively) and their foundations, the Southeast retaining wall (approximately 32' in length) and its foundation, embankment, sub-ballast, ballast, rails, and ties, and other related railroad facilities (together referenced herein as "Replacement Bridges").

Work associated with removal of the Existing Bridge, construction and removal of the Shoo-Fly, and construction of the Replacement Bridges are together referenced herein as the "Bridge Project Improvements".

- F. The bid letting date for the Project, which is subject to change depending upon Project readiness and availability of Project funding, is currently scheduled for November 8, 2024. The Illinois Department of Transportation ("IDOT") will let the Project on behalf of the Road Authority to a general contractor and by said contract ("Contract") the Contractor may hire subcontractors to perform aspects of the Project, including but not limited to the Road Authority Related Work described herein. The general contractor and general contractor's subcontractors shall together hereinafter be referenced as the "Contractor". The Road Authority will include WCL requirements set forth in this Agreement in the Design Plans, as Design Plans are defined herein. The Design Plans will be submitted to IDOT for inclusion in any bidding for a Contractor for the Project which includes Road Authority Related Work. WCL concurrence in the IDOT award of said Contract is not required, but the Road Authority shall notify WCL as to the identity of said Contractor.
- G. The portion of the Bridge Project Improvements to be performed by the Contractor as generally described in Section 3 hereof is referenced herein as "Road Authority Related Work". The Road Authority Related Work will be completed in accord with Design Plans described and referenced in Section 2(a) hereof and attached hereto as **Exhibit B** attached, which Design Plans may be modified upon written approval of WCL which approval shall not be unreasonably withheld, delayed, or conditioned.

- H. The portion of the Bridge Project Improvements to be performed by WCL as set forth in Section 4 hereof shall be performed in accord with WCL Related Work Plans, if any, referenced in Section 5 hereof, and shall be referenced herein as "WCL Related Work".
- I. Any work which the Parties agree is necessary to be performed for the Bridge Project Improvements which is not included in the WCL Related Work (as WCL Related Work is generally described in Section 4 and in the WCL "Force Account" set forth on **Exhibit E**) shall be the responsibility of the Road Authority and shall be included in the definition of Road Authority Related Work.
- J. The Road Authority has identified a portion of real property owned by WCL for which a grant of a permanent easement will be needed for the Bridge Project Improvements. The parcel needed for said permanent easement is depicted on **Exhibit C** and legally described on **Exhibit D**.
- K. The Road Authority has identified portions of WCL Property for which a temporary easement will be needed for the Bridge Project Improvements. The parcels needed for said temporary easement are also depicted on **Exhibit C** and legally described on **Exhibit D**.
- L. The permanent easement property referenced in Recital J above and the temporary easement property referenced in Recital K above shall hereinafter be referenced together as the "WCL Property".
- M. WCL is amenable to the Bridge Project Improvements, to providing the WCL Related Work as defined herein, to allowing the Road Authority Related Work, and to otherwise cooperate with the Road Authority as provided herein subject to the terms and conditions stated herein.
- N. In entering into this Agreement, the City of Naperville, the City of Aurora, and Naperville Township are acting pursuant to their authority under the laws of the State of Illinois; the City of Naperville and the City of Aurora are also acting under their home rule authority under the Constitution and laws of the State of Illinois.
- O. In performing the work under this Agreement, the Parties shall comply with all applicable laws, including but not limited to federal and state statutes and regulations. WCL Related Work herein contemplated shall be subject to FHWA requirements and applicable Federal and State laws, rules, regulations, orders and approvals pertaining to all Agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general as well as all those pertaining to nondiscrimination equal, employment opportunity. WCL shall meet the Buy America requirements specified in 23 CFR 635.410.Upon Completion of Construction, WCL shall sign and return with its final invoice the Certification of Compliance with Buy America attached hereto as **Exhibit L**.

All costs and expenses for which reimbursement is sought by WCL under this Agreement will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended

from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference.

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprises requirements of 49 C.F.R. §26 apply to this Agreement. WCL agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R. §26, have the maximum opportunity to participate in the performance of the Agreement.

WCL and any WCL contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. WCL shall carry out applicable requirements of 49 C.F.R. Part 26 relative to WCL's obligations contemplated herein.

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

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Road Authority and WCL agree as follows:

1. Recitals Incorporated.

The foregoing Recitals are incorporated into and made a part of this Agreement as if fully set forth in this Section 1.

2. Construction.

2(a) Plan Approval.

The Road Authority has delivered to WCL, and WCL has approved, plans and specifications for the Road Authority Related Work set forth in said design plans and specifications ("**Design Plans**") dated May 8, 2024 and attached hereto as **Exhibit B** which Design Plans may be revised subject to written approval by WCL, which approval shall not be unreasonably withheld, delayed, or conditioned.

2(b) Coordination of Activities.

- (i) Prior to commencement of any Road Authority Related Work, a pre-construction meeting shall be held among the representatives of the Road Authority, the Contractor, IDOT, WCL, and the Road Authority's contractor(s) for the purpose of coordinating the Road Authority Related Work and the WCL Related Work to be performed hereunder at which time a schedule for the performance of the such work shall be agreed upon and adopted by IDOT and the Contractor.
- (ii) The Road Authority Related Work and the WCL Related Work, including but not limited to procurement of necessary materials, shall commence upon written notice to proceed ("Notice to Proceed") issued by the Road Authority and submitted to WCL.

Until said Notice to Proceed is issued, WCL shall not perform any WCL Related Work hereunder or order or otherwise obtain any materials for which it expects payment or reimbursement hereunder. WCL Related Work shall be completed within eighteen (18) months of the Notice to Proceed or as otherwise agreed by the parties in writing or provided in an ICC Order.

- (iii) The Parties agree to act reasonably to coordinate their respective work. The Road Authority Related Work shall at all times be staged and performed so that WCL has uninterrupted use of the WCL Property for the provision of freight rail service and maintenance of WCL's railroad facilities. Under no circumstances shall the Contractor cause any train delays or interference with WCL operations not authorized in advance and in writing by WCL in the performance of the Road Authority Related Work, and the Contractor shall not unduly delay or interfere with the performance of WCL Related Work and shall take all steps reasonably necessary or requested by WCL to facilitate WCL's Related Work.
- (iv) WCL agrees to cooperate with the Road Authority and the Contractor in the performance of the Road Authority Related Work. WCL shall not unduly delay or interfere with the Contractor in performing the Road Authority Related Work and shall take all steps reasonably necessary or requested by the Road Authority or the Contractor to facilitate the Road Authority Related Work.
- (v) The Contractor shall remove all machinery, surplus materials, falsework, rubbish and temporary buildings from any property owned by WCL and any WCL rights-of-way upon completion of the Road Authority Related Work and to leave real property owned by WCL and WCL rights-of-way in a neat and clean condition that they were in prior to the Road Authority Related Work.
- (vi) Upon Completion of Construction of the Bridge Project Improvements the Road Authority and WCL shall schedule and thereafter conduct a final walk-through to review all aspects of the Bridge Project Improvements and assure that all work has been performed in conformance with the terms and conditions of this Agreement, as may be amended in writing from time to time. Completion of Construction is defined in Section 2(c)(iii) hereof.
- (vii) Within six (6) months of Completion of Construction as defined in Section 2(c)(iii) hereof, the Road Authority shall provide WCL, at the Road Authority's sole cost and expense, a set of "as-built" drawings of the Road Authority Related Work.

2(c) Construction.

(i) The Road Authority Related Work shall be completed in a good and workmanlike manner, in accordance with all applicable law, and in accordance with the Design Plans, all subject to Force Majeure as set forth in Section 10 of this Agreement. WCL agrees to complete the WCL Related Work in a good and workmanlike manner, in accordance with all applicable law, and in accordance with the approved WCL Related Work Plan as set forth in Section 5 hereof (if any), all subject to Force Majeure as set forth in Section 10 of this Agreement. All Road Authority Related Work and all WCL Related Work shall be subject to all applicable laws, rules, regulations, orders and approvals pertaining to this Agreement, including but not

limited to federal, state, and local laws, in compliance with agreed upon plans, estimates, specifications, and acceptance of work.

- (ii) Pursuant to 820 ILCS 130/1 et seq., if any WCL Related Work is performed by other than WCL forces, the provisions of the Illinois Prevailing Wage Act, "an act regulating wages of laborers, mechanics and other workers employed in public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works" shall apply. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Pursuant to 820 ILCS 130/4, WCL is hereby notified that the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.
- ("Completion of Construction") of the Bridge Project Improvements and shall schedule the walk-through described in Section 2(b)(vi) hereof. The Bridge Project Improvements shall be deemed to be complete within thirty (30) days of receipt by WCL of said notice of Completion of Construction unless, within said thirty (30) day timeframe, WCL gives written notice to the Road Authority of any outstanding Road Authority Related Work required to be completed. Such notice from WCL, if any, shall describe with specificity what outstanding work needs to be completed by the Road Authority. If such notice of outstanding work is timely given to the Road Authority by WCL, Completion of Construction shall be deemed to have occurred within thirty (30) days of receipt by WCL of notice from the Road Authority that the outstanding work identified by WCL has been completed.
- 2(d) Permits, approvals, utilities. The Road Authority and/or the Contractor shall be solely responsible for obtaining all permits, approvals, and utility relocations legally required for the Road Authority Related Work, provided, however, that WCL shall cooperate with the Road Authority in its efforts to obtain such permits or utility relocations and the Road Authority shall reimburse or pay WCL for any cost incurred by WCL in assisting with such permit, approval or utility relocation. Such cooperation shall include ordering utilities and other non-railroad entities using or occupying the property owned by WCL to relocate their facilities from such property at their sole cost to the extent necessary for the Project and to the extent that WCL is permitted to require relocation under the applicable agreement authorizing such use or occupation; provided, however, that such facilities do not unreasonably interfere with the Road Authority Related Work and such relocations do not damage or otherwise adversely affect WCL.

2(e) **Funding.**

(i) <u>Cost Allocation</u>. Subject to the terms of this Agreement the cost of the Road Authority Related Work and the cost of WCL Related Work shall be entirely borne by the Road Authority and no cost or expense with respect thereto shall be borne by WCL. Attached hereto as <u>Exhibit E</u> is WCL's Force Account Estimate setting forth WCL's currently projected costs and expenses for WCL Related Work. WCL shall promptly notify the City of Naperville if it anticipates exceeding the Force Account estimates set forth on **Exhibit E**.

- (ii) Reimbursement of WCL. The Road Authority shall reimburse WCL for all costs incurred by WCL for work, materials, or services directly related to performing and completing WCL's Related Work, including without limitation WCL overhead costs and expenses ("Direct Costs") upon presentation of a duly executed "Draw Request Form" in the form attached as Exhibit F together with paid invoices, bills, or vouchers for WCL's Related Work, for the Force Account work set forth on Exhibit E (collectively "Documents"), which Documents shall set forth in detail the Direct Costs. Each payment to WCL shall be made within sixty (60) days of presentation of the complete Documents for such payment. Direct Costs shall include any costs related to review and approval of any additional plans, specifications, or work plans. Direct Costs shall also include the cost of any flaggers as deemed necessary by WCL in accordance with its customary and applicable regulations and policies ("WCL Regulations and Policies"), necessitated by the Bridge Project Improvements. WCL shall submit all Draw Request Forms to the attention of the City Engineer of the City of Naperville. WCL's final Draw Request Form for reimbursement shall be received by the City of Naperville no later than one year after Completion of Construction. Any Draw Request Form submitted after that date shall not be eligible for reimbursement. The Road Authority's obligation to reimburse WCL for Direct Costs as provided herein shall survive the termination of this Agreement, but only as to those Direct Costs timely submitted and only as to those Direct Costs incurred prior to the Road Authority's delivery of a Notice of Termination to WCL as set forth in Section 12 hereof, or as to Direct Costs incurred prior to an agreed upon termination of this Agreement as set forth in Section 12 hereof. The Road Authority will reimburse WCL as provided herein only for such items of work and expense, and in such amounts and forms as are proper and eligible for payment.
- (iii) Audit. At any time upon reasonable notice, the Road Authority or the Illinois Department of Transportation may audit the Direct Costs in accordance with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis, and WCL must provide all documentation, including the Documents, which are necessary or appropriate to complete such audit. Upon completion of the audit, in the event of an underpayment, the Road Authority will provide WCL with a copy of the audit report along with a payment of any additional amounts that should have been reimbursed to WCL. In the event of an overpayment, WCL must promptly pay any amounts that should not have been paid to it promptly upon receipt of a copy of the audit report and a written request for reimbursement by the Road Authority. WCL shall not be bound by the result of the audit, and WCL reserves its right to contest the results of any audit. WCL agrees to maintain copies of all required documentation concerning Direct Costs for a period of a minimum of three (3) years following completion of WCL's Related Work or the termination of this Agreement. WCL's covenant in the preceding sentence shall survive the expiration or termination of this Agreement.

3. Road Authority Related Work to be Performed by or on Behalf of the Road Authority for the Bridge Project Improvements.

- 3(a) The Road Authority shall provide or cause to be provided, in accordance with the Design Plans attached as **Exhibit B**, all engineering, inspection, work, supplies, materials, labor and equipment required to perform and complete the following:
 - (i) Preparation of Design Plans relating to the Road Authority Related Work as described in Recital G;

- (ii) All property acquisition required for the Bridge Project Improvements, permitting, and grading for all railroad track construction;
- (iii) Demolition of the Existing Bridge;
- (iv) Construction of the following temporary improvements: the Shoo-Fly; and
- (v) Construction of the following permanent improvements: the Replacement Bridges as set forth in the Road Authority Related Work.
- 3(b) The Design Plans shall require that temporary or permanent minimum clearances, with reference to WCL's tracks, or necessary falsework, bracing or forms, as required for the Bridge Project Improvements, shall be not less than the existing vertical and lateral clearances unless otherwise agreed to in writing by WCL.
- 3(c) Except in cases of Emergency, as described in Section 7 hereof, the Contractor shall provide not less than ten business days' notice of the need for flaggers and WCL shall schedule them accordingly. For the purposes of this Agreement, a "Business Day" is defined as any day shown on the calendar that is not a federal holiday.
- 3(d) Nothing in this Agreement shall be construed to allow the Road Authority or the Contractor to allow a third party to install or operate any utility or facility on any portion of WCL Property without WCL's express written approval, which may be withheld for any reason or no reason.
- 3(e) WCL's Special Provisions governing contractors attached to and made a part of this Agreement as **Exhibit G** must be adhered to any time representatives of the Road Authority or Contractor are on any WCL Property for the purposes set forth in this Agreement.

4. WCL Related Work to be Performed by or on Behalf of WCL.

4(a) As part of the WCL Related Work, WCL shall supply or cause to be supplied, in accordance with approved plans and specifications, all engineering, inspection, work, supplies, materials, labor, and equipment set forth in the detailed estimate (which estimate shall include all anticipated Direct Costs) provided in the WCL Force Account attached hereto as **Exhibit E** and the WCL Related Work Plans (as provided in Section 5 hereof), if any. Any additional work to be performed by WCL in addition to that listed in the Force Account shall be agreed upon by the Parties in writing and added to the Force Account Exhibit.

If WCL retains a contractor for any aspect of WCL Related Work, no concurrence in the award thereof shall be required by the Road Authority, but WCL shall notify the Road Authority of the identity of said contractor.

- 4(b) WCL Related Work shall not extend beyond that necessary for the Bridge Project Improvements and the restoration of those WCL facilities affected by the Bridge Project Improvements and shall be performed in accordance with standard railroad practices.
- 4(d) WCL shall, at the expense of the Road Authority or the Contractor, provide flaggers and other suitable personnel as WCL deems necessary to accommodate the Road Authority Related Work. Except in the case of an Emergency, as set forth in Section 7 hereof, the Road Authority shall notify WCL at least ten (10) Business Days in advance of needing flagging services and WCL shall make reasonable efforts to furnish the services of such flagger or flaggers when requested.
- 4(e) WCL's authorized representative(s) shall have full authority concerning the operations of the railroad and the Road Authority's contractor(s) must comply with WCL's representatives' directions regarding any matter impacting the operations of the railroad. The Road Authority's contractor(s) shall not perform any work on the WCL Property without authorization to do so from the railroad flaggers.

5. WCL Plans.

If reasonably deemed necessary by WCL, WCL shall prepare, or cause to be prepared, plans and specifications for the WCL Related Work ("WCL Related Work Plans"). On or before the commencement of WCL's Related Work, WCL shall submit such plans and specifications, if any, to the Road Authority for review and approval. The Road Authority's approval of such plans and specifications shall not be unreasonably withheld or delayed and the Road Authority shall approve or submit its comments to WCL within four (4) weeks of receipt of the WCL Related Work Plans. Failure of the Road Authority to approve or submit written comments to WCL within four (4) weeks of the Road Authority's receipt of the WCL Related Work Plans without obtaining an extension of time from WCL shall constitute approval of said Plans. The Road Authority's proposed Project is currently scheduled to begin during the summer or fall of 2024. If prepared by WCL, WCL Related Work Plans shall be submitted to the Road Authority at least twelve (12) weeks prior to the start of the Project; allowing four (4) weeks for an initial Road Authority review, four (4) weeks for WCL revisions, and four (4) weeks for a final Road Authority review. Any deviation to approved WCL Related Work Plans is subject to written approval by the Road Authority which approval shall not be unreasonably withheld, delayed, or conditioned.

6. Pre-Construction Meeting and Agreed-Upon Schedule.

Prior to commencement of Road Authority Related Work or WCL Related Work, a preconstruction meeting shall be held among the representatives of IDOT, the Road Authority, WCL, and the Contractor for the purpose of coordinating the work to be performed for the Bridge Project Improvements at which time a schedule for the performance of Road Authority Related Work and WCL Related Work shall be agreed upon and adopted by the Road Authority and WCL.

7. Right of Entry.

Except in cases of Emergency as defined below, not less than seven (7) calendar days prior to entering upon the WCL Property or any other property owned by WCL for the

purposes set forth in this Agreement, the Contractor shall execute and deliver to WCL's Chief Engineer, or his or her designee, a **Right of Entry Application** in the form attached and incorporated in this Agreement as **Exhibit H** along with evidence of all of the insurance required by such form. Provided, however, that the Contractor's and Road Authority's employees may enter property owned by WCL to conduct inspections without a Right of Entry Agreement provided that all such activities are governed by a railroad flagger if Contractor's or Road Authority employees have the potential to be within twenty-five feet (25') of an active railroad track.

Except in case of a substantial risk of imminent personal injury or death or substantial property damage (an "Emergency"), the Contractor must give WCL not less than ten (10) Business Days prior written notice to enable WCL to arrange for proposed work and for the flaggers. In the event of an Emergency, the Contractor or the Road Authority shall provide WCL with such telephone, email, text or other notice as is practicable given the nature and extent of the Emergency and the Contractor and the Road Authority may enter the property owned by WCL to address the Emergency prior to the arrival of the flaggers. In such event, the WCL shall provide a flagger as soon as practicable for the work required by the Emergency. In all cases, the maintenance, repairs, and replacements, as the case may be, shall be performed in accordance with all applicable laws.

8. Insurance.

Prior to its entry upon WCL Property or any other property owned by WCL for the Road Authority Related Work, the Contractor shall obtain or cause its contractors to obtain insurance which includes the requirements set forth on the Right of Entry Application attached hereto as **Exhibit H**. WCL shall be named as an additional insured on all policies described in **Exhibit H** except Worker's Compensation and Automobile Liability policies. WCL shall be a named insured on the Railroad Protective Liability Policy.

WCL shall include the City of Naperville, the City of Aurora, and Naperville Township and their respective officers, agents, and employees as additional insureds on any contracts of insurance pertaining to work performed by or on behalf of WCL for the WCL Related Work described herein except Worker's Compensation and Automobile Liability policies. Said insurance shall provide that any insurance or self-insurance maintained by the City of Naperville, the City of Aurora, and Naperville Township, or their respective officers, agents, or employees shall be in excess of such insurance and shall not contribute with it and that the insuring entities agree to waive subrogation rights which they may acquire by virtue of payment of any loss and shall obtain any endorsement that may be necessary to effectuate said waiver of subrogation. The Worker's Compensation policy of each insuring entity shall be endorsed with a waiver of subrogation in favor of the City of Naperville, the City of Aurora, and Naperville Township for all work performed by said entity and its employees, agents, subconsultants, and subcontractors. Notwithstanding the previous sentence, if WCL performs work with its own forces, it may self-insure for any and all insurance, including but not limited to the provisions set forth above.

9. **Indemnity**.

The Road Authority agrees to defend, indemnify and hold harmless WCL, its agents and employees, from and against any and all claims, damages, liabilities, suits, judgments,

expenses, costs and attorneys' fees resulting from personal injury, including death, or property damage proximately caused by construction, maintenance or related activities upon any WCL Property or WCL right-of-way as described in this Agreement by the Road Authority or its employees, officers, agents, contractors, or such other persons, firms, or corporations acting at the direction of or with the authority of the Road Authority, to the extent authorized by Illinois law and except to the extent proximately caused by WCL's or WCL's agent's or employee's negligent, willful and wanton, or intentionally tortious conduct, and except claims of environmental contamination raised by any third party or by a regulatory agency duly authorized by any State or Federal law to cause or enforce the removal of any hazardous waste or the remediation of any adverse environmental condition upon the WCL Property which arose or resulted from WCL's, or WCL's predecessor's use or possession of the WCL Property. It is the understanding of the parties that the foregoing indemnification has been duly authorized by an ordinance of the Road Authority. However, in the event that a court shall determine that the foregoing indemnification was not validly authorized to supersede any statutory bar on indemnity, then the Road Authority shall pass an ordinance specifically authorizing this indemnity provision and overriding the restrictions set forth in the statute, and in such event, the rights and benefits to be granted to the Road Authority pursuant to this Agreement shall be suspended until the Road Authority properly authorizes the provision and passes such an ordinance. Notwithstanding any other provision in this Agreement, the Road Authority shall be liable only for direct damages incurred by WCL, its agents and employees. In no event shall the Road Authority be liable to pay for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever. Nothing contained herein shall be construed as a limitation or waiver of defenses available to the Road Authority, 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. There are no third party beneficiaries to the provisions contained in this section or this Agreement.

10. Force Majeure.

With respect to the Road Authority Related Work and the WCL Related Work, no Party shall be considered in breach of its obligations with respect to the commencement or completion of any obligation to install, construct, operate, inspect, maintain, repair, replace, reconstruct, rehabilitate or remove to the extent of a delay in the performance of such obligations due to unforeseeable causes beyond such Party's control and without such Party's fault or negligence, including but not limited to, delays or halts in construction which are compelled by court order, or caused by acts of God, acts of the public enemy, acts of the United States government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of contractors of subcontractors due to any such cause. The time for the performance of the obligations shall be extended only for the period of the delay if the obligated Party notifies the other Party in writing within seven (7) days after the beginning or its discovery of any such delay, whichever comes later. This provision shall not apply to the obligations of any Party to defend, indemnify and hold harmless set forth in this Agreement, or for the payment of money hereunder.

11. Ownership.

11(a) After Completion of Construction of the Bridge Project Improvements: (i) WCL shall, at its sole cost, own, maintain, repair or replace, if necessary, the Replacement Bridges as defined herein and the southeast retaining wall (noting that a small portion of the Southeast retaining wall, which is a component of the Replacement Bridges, is located on City of Naperville owned public right-of-way for which a permit will be required from the City in order for WCL to perform maintenance work); and (ii) one or more of the public entities which comprise the Road Authority shall, at its sole cost, own, maintain, repair or replace, if necessary, the North Aurora Road roadway, the Northeast, Northwest and Southwest retaining walls, the pump station, and drainage and related roadway appurtenances (including but not limited to sidewalks, a multi-use trail, lighting, Road Authority owned utilities, and underpass roadway lighting attached to and beneath the railroad bridge. A memorandum of ownership ("Memorandum of Ownership") shall be recorded simultaneously with recordation of the Memorandum of Permanent Easement for the Permanent Easement referenced in Recital J and Section 14(a) hereof in the form set forth on Exhibit K.

12. Termination.

This Agreement may be terminated by the Road Authority upon not less than thirty (30) days' notice ("Notice of Termination") if delays or difficulties arise in securing federal approval, in acquiring rights-of-way, or for any other cause related to the Project which in the opinion of the Road Authority renders it impracticable to proceed with the construction of the Project. The Road Authority shall be obligated to pay WCL any amounts for which WCL remains legally obligated to pay for WCL Related Work that was initiated prior to Notice of Termination. This Agreement may also be terminated by written agreement of the Parties.

13. Construction.

- 13(a) This Agreement modifies any current contract(s) between the Parties only to the extent of the matters expressly stated herein. No other modifications are intended and none shall be implied; and the Parties do not intend to, and shall not be construed to have, modified or waived any other rights or obligations they may have under any current contract(s) between the Parties.
- 13(b) Except as set forth in the Temporary Easement Agreement and the Permanent Easement Agreement referenced herein, this Agreement is the complete agreement of the Parties with respect to the matters set forth herein and all matters relating in any way to the Bridge Project Improvements.
- 13(c) This Agreement is not intended to, and shall not be construed to, create or give rise to: (i) any rights or obligations except as expressly stated herein; or (ii) any joint venture, partnership, employment, agency, construction manager, general contractor, subcontractor, or other relationship of any sort between the Road Authority and WCL or any other person(s), or any third-party beneficiary rights of any nature whatsoever.

14. Temporary Construction Easement and Permanent Easement Agreements.

- 14(a) Attached hereto as **Exhibit I** is a Permanent Easement Agreement for the permanent easement referenced in Recital J hereof.
- 14(b) Attached hereto as **Exhibit J** is a Temporary Easement Agreement for the temporary easement referenced in Recital K hereof.

15. General Provisions.

- 15(a) No Personal Liability. No officer, director, employee, representative, or agent of either of the Parties shall have any personal obligation or liability arising hereunder or relating hereto, including but not limited to any liability for breach of the terms of this Agreement.
- 15(b) <u>Binding Effect</u>. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns, and transferees, and upon any subsidiary, affiliate or parent of either Party or any corporation or other business entity that has a controlling interest in either Party either now or in the future.
- 15(c) <u>Amendments and Assignments</u>. No term of this Agreement may be altered, amended, changed, terminated, waived, or modified in any respect, and no right or obligations under this Agreement may be assigned or transferred, without the express written consent of the Parties and all necessary or required approvals form the State of Illinois Department of Transportation, the Federal Government, the Chicago Road Authority Council or WCL's Board of Directors.
- 15(d) <u>Severability</u>. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, (a) the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.
- 15(e) **Exhibits**. Each Exhibit referenced herein is attached to this Agreement and deemed incorporated herein in its entirety.
- 15(f) Governing Law/Venue. This Agreement shall be construed in accordance with and its validity and effect (including any claims of breach of any of the terms hereof) shall be governed by the laws of the State of Illinois (without regard to Illinois conflicts of interest laws). Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 15(g) <u>Ambiguity</u>. This Agreement, which has been negotiated by and between the Parties, shall be deemed drafted by each of the Parties and shall not be construed against any Party hereto.

- 15(h) <u>Waiver</u>. No waiver of any obligation or default of a Party shall be implied from the omission by a Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in any express waiver and then only for the time and to the extent therein stated.
- 15(i) **Breach.** If a Party breaches or otherwise violates the terms and conditions of this Agreement, then the other Party shall have the right to pursue all remedies available at law or in equity, including without limitation, specific performance of this Agreement.
- 15(j) <u>Notices</u>. All notices to be sent hereunder shall be in writing, personally delivered or sent by prepaid overnight mail sent by a nationally recognized delivery service, to the following individuals and addresses:

To WCL:

Regional Chief Engineer - CN 17641 S. Ashland Avenue Homewood, IL 60430

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

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

With a copy to:

City Attorney

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

With a copy to:

City Engineer

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

With a copy to:

Corporation Counsel

City of Aurora

44 E. Downer Place Aurora, IL 60507

Richard Veenstra, Esq.

Schain, Banks, Kenny & Schwartz, Ltd.

70 W Madison St. Suite 5400 Chicago, Illinois 60602-4213

With a copy to:

Naperville Township Supervisor

Attention: Eddie Bedford

139 Water Street Naperville, IL 60540

Ross Secler, Esq.

Odelson, Sterk, Murphey, Frazier & McGrath. Ltd.

3318 West 95th Street

Evergreen Park, Illinois 60805-2233

- 15(k) <u>Survival</u>. The following provisions shall survive the expiration or termination of this Agreement: 1, 2(e), 9, 11, 13 (a) through (c), 15(a) through (k).
- 15(1) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall, together, constitute one and the same instrument.
- 15(m) <u>Captions</u>. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 15(n) <u>Effective Date</u>. This Agreement shall take effect upon the last date it is signed by WCL and each of the three entities which constitute the Road Authority.

/SIGNATURES ON FOLLOWING PAGES/

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on or as of the day and year first above written.

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

CITY OF NAPERVILLE

By:	
	Douglas A. Krieger
	City Manager of the City of Naperville
Atte	st
By:	
	Dawn C. Portner
	City Clerk
CIT	Y OF AURORA
D	
By:	Richard Irvin
	Mayor of the City of Aurora
Atte	et .
By:	
Dy.	Jennifer Stallings
	City Clerk
	City Clork
Date	:
	*//
NAI	PERVILLE TOWNSHIP
By:	
Dy.	Eddie Bedford
	Naperville Township Supervisor
	rupervine rownship supervisor
Atte	st
By:	
J .	Nathanael Sippel
	Town Clerk
Date	:
	·

WISCONSIN CENTRAL LTD.

By: (Signature)	_
Printed Name:	
Title:	
Date:	

EXHIBITS:

- A Project Depiction
- B Design Plans
- C Depiction of temporary and permanent easement areas
- D Legal descriptions of temporary and permanent easement areas
- E WCL Force Account
- F WCL Draw Request Form
- **G** WCL Special Provisions
- H Right of Entry Agreement
- I Permanent Easement Agreement
- J- Temporary Easement Agreement
- K Memorandum of Ownership
- L Certification of Compliance with Buy America
- M General Provisions for Utility Adjustment Agreements

Https://cityofnaperville-my.sharepoint.com/personal/lordp_naperville_il_us/Documents/Red Riding Hood IGA with Andy Hynes/WCL/WCL Final Agreements/WCL NAR CMA UNL 12-11-23 rev, 4-22-24 approved 5-6-24 w-formatting deep

EXHIBIT "K"

MEMORANDUM OF OWNERSHIP

this _____ day of ______, 20___, by and between WISCONSIN CENTRAL LTD., a Delaware corporation authorized to transact business in the State of Illinois (hereinafter "WCL") whose address for purposes of this instrument is 17641 S. Ashland Avenue, Homewood, IL 60430, and the CITY OF NAPERVILLE, a political subdivision of the State of Illinois whose address for purposes of this instrument is 400 S. Eagle Street, Naperville, Illinois 60540, the CITY OF AURORA, a political subdivision of the State of Illinois whose address for the purpose of this instrument is 44 E. Downer Place, Aurora, IL 60505, and NAPERVILLE TOWNSHIP, whose address for the purposes of this instrument is 139 Water Street, Naperville, IL 60540 (together referenced herein as "Road Authority"), which terms "WCL" and "Road Authority" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, as part of the Project the Road Authority will remove an existing railroad bridge located at WCL Leithton Subdivision at railroad milepost 21.59 which bridge is owned and maintained by WCL and replace it with two single span track bridges, including but not limited to the bridge superstructure and substructure, the Northwest, and Southwest wing walls and their foundations, the Southeast retaining wall and its foundation, embankment, sub-ballast, ballast, rails, and ties (hereinafter together referenced herein as the "Replacement Bridges"). Work associated with removal of the existing WCL bridge, construction and removal of a Shoo-Fly bridge, and construction of the Replacement Bridges are together referenced herein as the "Bridge Project Improvements".

WHEREAS, the C&M Agreement sets forth, among other things, ownership of the Replacement Bridges upon Completion of Construction of the Bridge Project Improvements as follows:

- 1. Except as set forth in Section 2, below, WCL shall, at its sole cost, own, maintain, repair and replace the Replacement Bridges.
- 2. One or more of the public entities which comprise the Road Authority shall, at its sole cost, own, maintain, repair or replace, if necessary, the North Aurora Road roadway,

the Northeast, Northwest and Southwest retaining walls, the pump station, and drainage and related roadway appurtenances (including but not limited to sidewalks, a multi-use trail, lighting, Road Authority owned utilities, and underpass roadway lighting attached to and beneath the railroad bridge

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the C&M Agreement of record.

WHEREAS, all the terms, conditions, provisions and covenants of the C&M Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the C&M Agreement and this Memorandum of Ownership shall be deemed to constitute a single instrument or document. This Memorandum of Ownership is not intended to amend, modify, supplement, or supersede any of the provisions of the C&M Agreement and, to the extent there may be any conflict or inconsistency between the C&M Agreement or this Memorandum of Ownership, the C&M Agreement shall control.

IN WITNESS WHEREOF, Wisconsin Central Ltd. and the Road Authority have executed this Memorandum of Ownership to as of the date and year first above written.

	WISCONSIN CENTRAL LTD., a Delaware corporation
	By: Name: Title:
STATE OF) COUNTY OF)	
	fore me on theday of, 202 _, by s(title) of WISCONSIN ion.
	ROAD AUTHORITY: CITY OF NAPERVILLE
	By:

City Manager

ATTEST
By: Dawn C. Portner City Clerk
Date:
CITY OF AURORA
Ву:
Richard Irvin Mayor of the City of Aurora
ATTEST
By: Jennifer Stallings City Clerk
Date:
NAPERVILLE TOWNSHIP
By:Eddie Bedford Naperville Township Supervisor
ATTEST
By:Nathanael Sippel Town Clerk
Date:

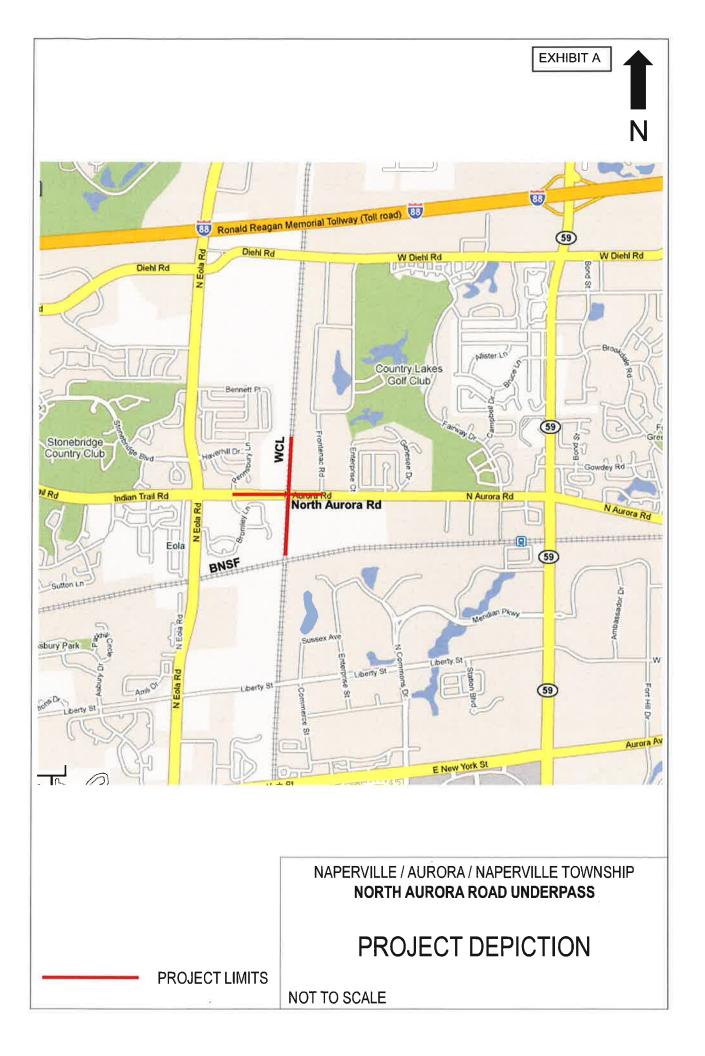


EXHIBIT B DESIGN PLANS

CITY OF AURORA, CITY ENGINEE NAPERVILLE TOWNSHIP, HIGHWAY COMMISSIONS DISTRICT 1 ENGINEER OF LOCAL ROADS & STREETS PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS ŧ NOS 66-00131-00-88 DUPAGE i Cheer Hynne CITY OF BY Ĭ EXHIBIT B - SHEET 1 of 104 Remark Shall STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION 1 t LOCATION OF SECTION INDICATED THUS:-MAY 11 2024 MAY 8 , 2024 4 May 8 RELEASING FOR BID BASED ON LIMITED REVIEW İ PASSED APPROVED ON: PPROVED ON: PPROVED PROJECT BEGINS WCL RAILROAD TRACK STATION 2712+00.00 NORTH AURORA ROAD STATION 117+85.00 IMPROVEMENT ENDS NORTH AURORA ROAD STATION 126+60.00 PROJECT ENDS WCL RAILROAD TRACK STATION 2743+51.46 PROJECT ENDS FEDERAL AID HIGHWAY PLANS FOR PROPOSED 3rd PM FAU 1509 (NORTH AURORA ROAD) PENNSBURY LANE TO FRONTENAC ROAD **DEPARTMENT OF TRANSPORTATION** (6) SECTION NO.: 06-00133-00-BR (E) 65 JTR 11 (8) ES STR JI Ð PROJECT LENGTH (GROSS /NET) GROSS ROADWAY LENGTH = 1,985.00 FT. = 0.38 MILE PROJECT NO.: XUXZ(984) STATE OF ILLINOIS RECONSTRUCTION **DUPAGE COUNTY** CITY OF NAPERVILLE AND NAPERVILLE TOWNSHI **LOCATION MAP** C-91-424-19 BNSF RAILROAD NORTH AURORA RD The Description of the Control of th **3**6 WCL RAILROAD DAURINAR Ð BMSF RAILROAD **EXISTING STRUCTURE** SN: 022-9950 PROJECT ENDS BNSF RAILROAD TRACK STATION 2749+24.90 PROJECT BEGINS NORTH AURORA ROAD **TOWNSHIP AND CITY OF AURORA** NORTH AURORA ROAD STATION 85+79.00 IMPROVEMENT BEGINS STATION 98 + 00.00 UNINCORPORATED NAPERVILLE ENGINEERING SCALES, REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES, IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED. THE CITY OF NAPERVILLE FOR INDEX OF SHEETS AND LIST OF HIGHWAY STANDARDS, SEE SHEET NO. 2 PROJECT IS LOCATED IN FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD JULLIE. JOHN UTILITY LOCATION INFORMATION FOR EXCAVATION 1-800-892-0123 Or 811 - F. 10 2715 (40) MINOR ARTERIAL 3,56 (FD-20) 22 | | | CONTRACT NO.: 61G79 DESIGN DESIGNATION DRTH AURORA ROAD ESIGN SPEED: 45 MPH SOSTED SPEED: 40 MPH DT: 12,700 (2020) DT: 33,200 (2040) TRAFFIC DATA **TRANSYSTEMS**

IDOT DISTRICT ONE STANDARD DETAILS

DRIVERMY DETAILS - DISTANCE BETWEEN R.Q.W, AND FACE OF CURB & EDGE OF SHOULDER >= 15' (4,5 m)
22 DRIVARYN DETAILS - DISTANCE BETWEEN R.Q.W, AND FACE OF CURB < 15' (4,5 m)
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37 DRIVER TO CONCERTE CLARA AND GUTTER
37 DRIVER TO CONCERTE CLARA AND GUTTER
37 DRIVER TO CONCERTE CLARACTER CONCERTON OF SECRET AND DRIVERARY
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354-360	RACE - TERMORARY HACKWORK
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EXHIBIT III-C-5	TYPICAL VALVE AND BOX
EXHIBIT 111-C-7	HYDRANT INSTALLATION
EXHIBIT 11-C-9	WATER MAIN RESTRAINT LENGTH TABLE
FXHIBIT 111-C-10	WATER MAIN RESTRAINT DETAIL

WATER MAIN RESTRAINT DETAIL	111-C-10	FXLIBIT III-C-10	
WATER MAIN RESTRAINT LENGTH TABLE	11-C-9	CXIIIBIT 111-C-9	
HYDRANT INSTALLATION	111-C-7	EXHIBIT 111-C-7	
TYPICAL VALVE AND BOX	III-C-5	EXHIBIT III-C-5	
VALVE IN VAULI	111-C-4	EXHIBIT 33-C-4	
I HRUSI BLOCKING	E-C-3	EXHIBIT III-C-3	
SANITARY AND WATER SERVICE SEPARAT	III-C-2	EXHIBIT III-C-2	
WALLE TRENCH DITALL PAYED & UNPAY	III-A-II	XIIIBII III-A-I	

03/2 State (01/27%) 4 State (01/27%) State (01/27%) State (01/27%)

*26 P.01 SCHLE - 188,800 17 or titts and i promises TRANSYSTEMS

STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION	
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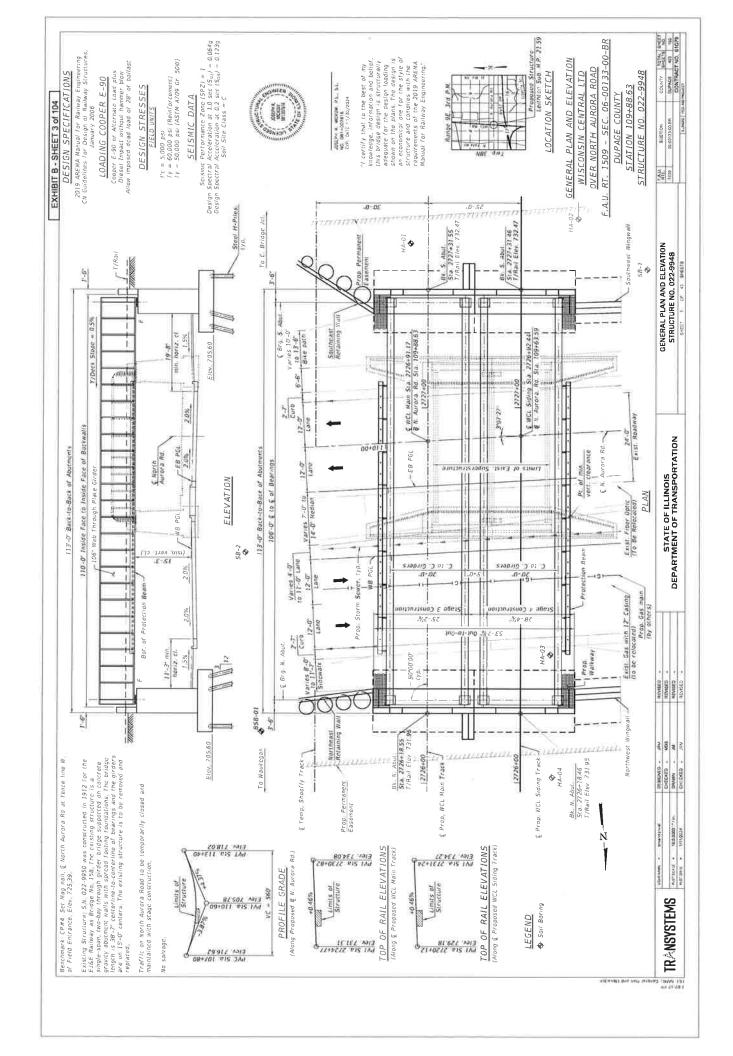


EXHIBIT B - SHEET 4 of 104

General Plan and Elevation General Data

INDEX OF SHEETS

TOTAL BILL OF MATERIAL

Design is in accordance with the American Railway Engineering and Waittenance-of-Ugy Association (AREMA) Wannal of Railway Engineering, 2019 cotions as modified by CW Railway Guidelines for Design of Railway Estructures, January 2006 revision Steel and bearing design is in accordance with AREM Chapter 15, Steel Structures, Concrete and foundation design is in accordance with AREMA Chapter 8, Concrete Structures and Foundations.

GENERAL NOTES

Actions as the process of the orn accordance with the Standard Specifications for Road and Bridge Construction, Illinois Oberactions of England and Supplemental Standard Specifications and Recurring Special Provisions, adoptions, adoption to 2021 and the Pabrication Supplemental Specifications and Recurring Special Provisions, adoption to the Action Special Provisions and Recurring Special Provisions and Action for the Action of Particles of the Action of Action Special Program Special Specification for Relings Pringers (Roadfleet).

All railroad related work of the contract shall be completed to the satisfaction of the Railroad Engineer. The decision of the Railroad Engineer shall be final on all oussions which may arise regarding, including but nat Inniest to, the quality and acceptability of materials and wark; the manner of partiments acceptable raise of progress on the work; the interpretation of the contract plans and specifications and the fulfillment of the contract.

STRUCTURAL STEEL

1. All structural steel shall be ASTM A709, Grade 50VI, unless otherwise noted.

2. Fabrication of structural steel shall be performed by a Fabricator certified under the AISC Certification Program, Calegory ABR, Advanced Bridges, with Fracture Critical Endorsement,

3. The webs and tension flanges of the through plate girders and end floor beams of the bridge are dissipanced as "Facture Critical Memoris" and shall conform to the fracture control plan for fracture critical members in AREMA Specifications, Chapter 15 for Zone 3, These members are designated "F.E.M." on the plans.

4. The main load carrying components subjected to tensile stress, other than fracture critical members, shall conform to the supplemental requirements for North Toughness, Zone 3, These components are designated "H.K." on the plants.

Material noted on the plans to be corrosion-resistant (C.R.) steel shall conform to ASTM A709 Grade 50W.

5, The upper floar plate must have raised pattern conforming to the requirements of ASTM A786 and be corrosion resistant steel according to ASTM A709 Grade 50W.

be curroson rossadan sueer decorangi to Asi m Arus Grade Sow. 7. Calculated weight of Structural Steel = 884,655 lbs. (ASTM A709 Grade SOW) 8. Furnishing and Erecting Structural Steel. Special shall include all steel components of the proposed through the proposed structural season situlating bearings, anchor boils, walkway bracketss, protection beams, all boils and contections, Set Special Provisions, and

a. All bolico connections shall be made with high-strength bolis conforming to ASTM F3125 Grade A325, Type 3. Bolist shall be by diameter in Myg diameter holes, otherwise onterus, bolit holes shall be subpurched or substrictled and reamed to size in accordance with the Special Provisions, Bolis shall be tightened by the "turn of the nut" method as described in the AREMA Specifications,

. All bolted surfaces are designed for F3125 Grade A325 Class B (Silp Coefficient = 0.5) requiring all surfaces to be blast cleaned to a min, standard of SPSC 6.

WELDING

1. All weiding shall be in accordance with the requirements of the current Bridge Welding Code, AWS D1.5 and the applicable provisions of Chapter 15 of the AREMA Specifications.

2. All weiding must be done with shielded metal-arc (SMAW) or submerged arc processes (SAW), All relating arc processes (SAW), All ranges or webs shall be by approved continuous automatic feed and travel submerged arc weids. Electro-slag, electro-gas and gas metal-arc processes will not be permitted.

Preheating is required prior to flame cutting or welding:

Material Thickness Temperature >1½" to 2¾" 150 °F 22¾"

>2%.
A. Welding procedures shall be submitted for the Engineer's review and applioval prior to commoneing any fabrication yourk. Welding procedures shall be preferated in actionate with the applicable requirements of Section 5 of the Bridge Welding Code AMS DIS and the AREMA Spectiveshors.

5. No field welding is permitted except as specified in the contract documents

	* WASHING	Bivendenvel	DEBLONED	180
D A MOVETEME			. crecess .	NO.
R/NOTO I EIMO	SHIME .	5.4,000000 tr / m	DRAWN	1000
	* ENG. 1240	101,0004	· 600000	-507

Item	Unit	Super	Sub	Total
Porque Granular Embankment	Cu Yd		386	386
Removal Of Existing Structures	Each			-
Structure Excavation	Cu. Yd.		2,848	2,843
Form Liner Textured Surface	50. Ft.		2,493	2,493
Reinforcement Bars, Epoxy Coated	Pond		71,110	71,110
Bar Splicers	Each		178	178
Pipe Handrail	Foot		10	10
Furnishing Steel Piles HP14x89	Foot		060'6	060'6
Driving Piles	Foot		9,090	9,090
Test Pile Steel HP14x89	Each		2	2
Pite Shoes	Each		106	106
Name Plates	Each			-
Drainage System for Structures	L Sum		I.	1
Geocomposite Wall Drain	Sq. Yd.		304	304
Pipe Underdrains For Structures 4"	Foot		84	84
Concrete Gutter, Type B	Foot		44	44
Conduit Attached to Structure,	Foot	226		226
Concrete Structures (Special)	Ca. Yd.		5.000	5.006
Furnishing And Erecting Structural Steel, Special	T Sum	1		+
Temporary Soil Retention System (Special)	So Ft		7.011	7,011
Membrane Waterproofing (Special)	50. FL.	4,064		4,064
Chain Link Fence, 4' Attached To Structure	Foot		44	44
Furnish and Install Walkway	Foot	222		227
Anti-Graffiti Protection System	So Ft		3.215	3,215
Structural Repair of Concrete	Sq. Ft.		52	52
(Depth Greater I han 3 Inches)				

Foundation Layout Plan

Stage Construction Of Staging

Onstruction Staging Plan Stage 3

Onstruction Staging Plan Stage 3

Onstruction Staging Plan Stage 3

Foundation Staging Plan Stage 4

Foundation Staging Plan Stage 4

Foundation Stage Plan Stage 3

Foundation Stage Plan Stage 3

Foundation Stage Plan Flag Stage 4

Foundation Stage Plan Flag Stage Plan Plan Stage 4

Foundation Stage Plan Flag Stage Plan Flag Stage 4

Foundation Stage Plan Flag Stage Plan Flag Stage 9

Foundation Default Stage Plan Flag
GENERAL NOTES (cont.)

1. Plan dimensions and details relative to the existing structure have been taken from existing plans are subject to incimitate construction was about the valent plans and details affecting new construction and make necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional componisation for a change in scope of the work. Anneuer, the Contractor will be paid for the quantity actually furnished at the unit price bid for the work.

CAST-IN-PLACE CONCRETE

1. Concrete shall have a minimum compressive strength of 5,000 psi in 28 days.

2, Reinforcement bars designated (E) shall be epoxy coated in accordance with ASTM A775,

3. All exposed curners shall be chamfered "W., unless otherwise noted

4. Anti-Graffiti Protection System shall be applied to the exposed areas of the abutments and wingwalls.

WISCONSIN CENTRAL R.R.
BULLT BY
CITY OF MAPENYLLE
F. A.U. RTE, 1509
SEC, 06-0133-00-8R
STA, 109-88.63 LAADING E90
STRAINCHEW NO 022-998

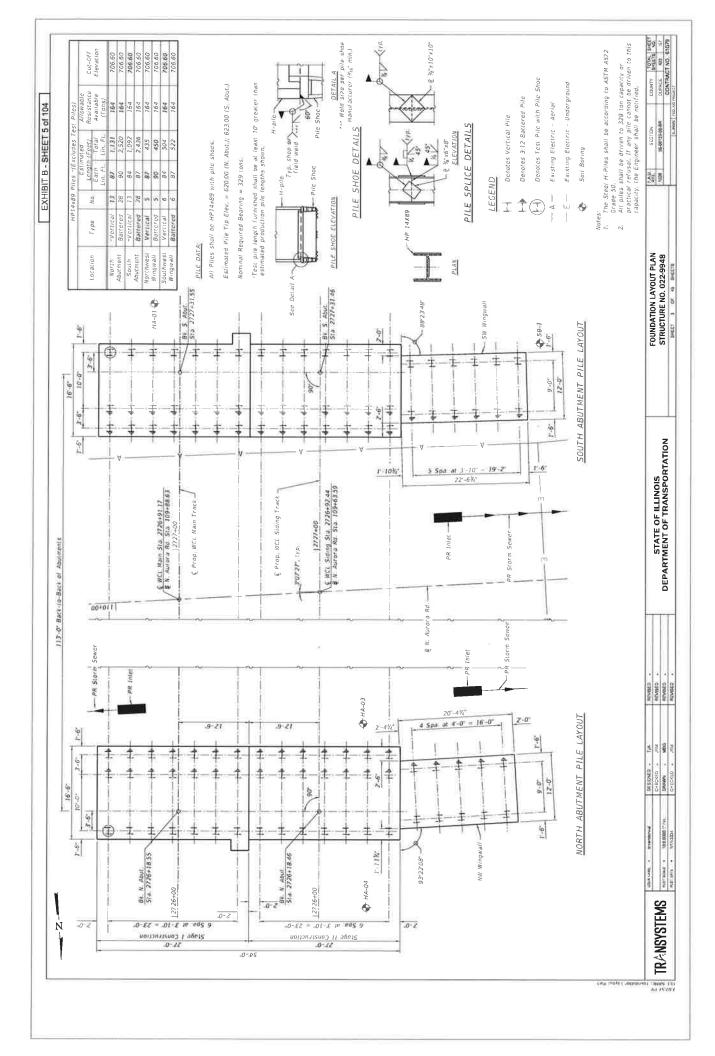
Dramage Details
Bar Splicer Assembly and Mechanical Splicer Details
Bering Logs 2
Bering Logs 3
Bering Logs 3
Bering Logs 5
Bering Logs 5
Bering Logs 5

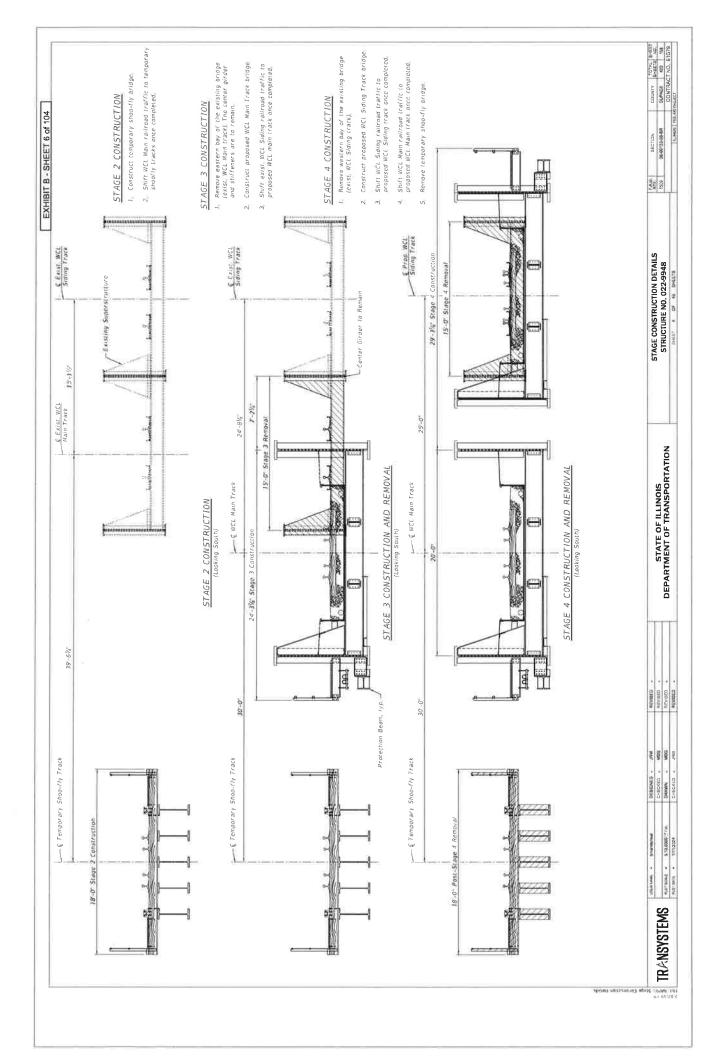
Bailast Stop Plate Details Upper Floor Plate Details Fixed Bearing Details Expansion Bearing Details Warkway Details Protection Boam Details

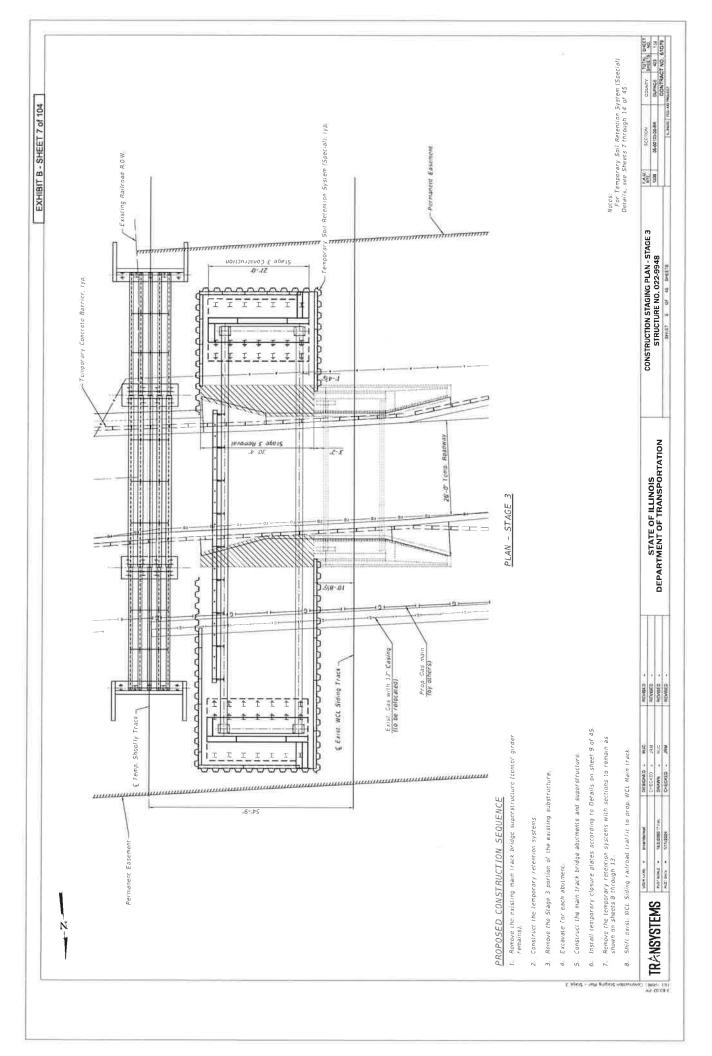
Design Data
End Floorbeam Details
Lateral Bracing Details
Floor Plate Plan
Bailast Stop Plate Details

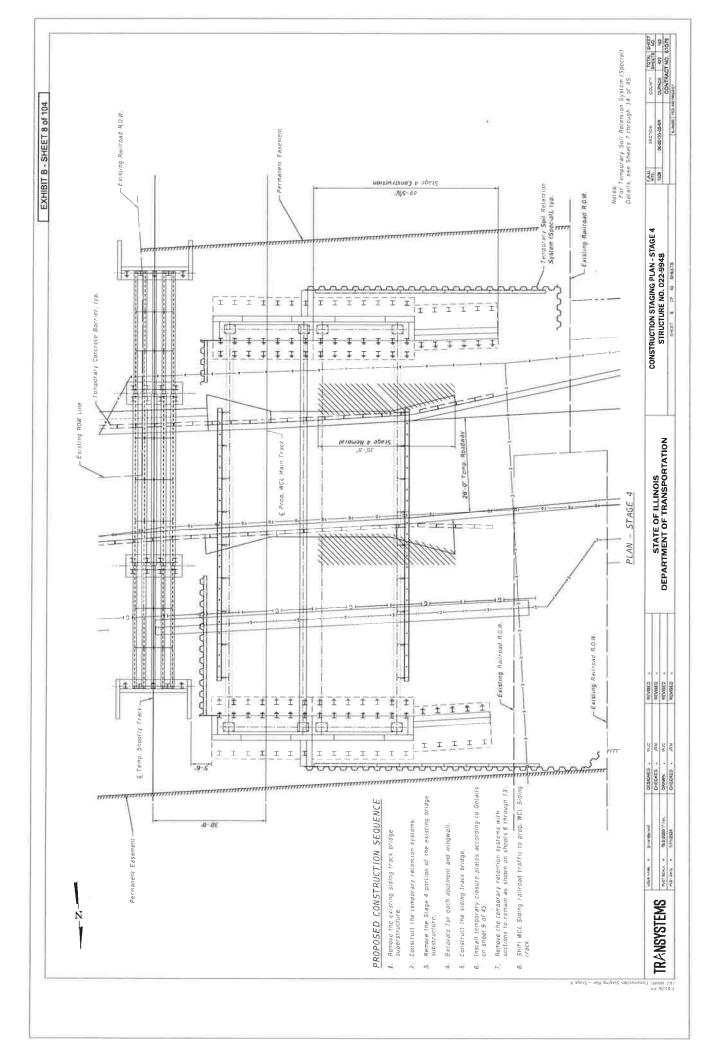
NAME PLATE See Std 515001

	STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION		
REVISED *	strate .	HEVISED .	REVISED .	









GENERAL NOTES - TEMPORARY SOIL RETENTION SYSTEM

- e Contractor shall be responsible for confirming or establishing the statement of all (nilly) facilities relevant to their exact locations, and schedule necessary utility relocations.
- Contractor must coordinate all sheet pile and pile driving activities with Nicor for the construction of the temporary soil retention system.
- All elevations and dimensions must be verified in the field

REGROUTABLE GROUND ANCHORS:

- Dril approximately a minimum 8-inch diameter hole to the lengths shown on the Action Schedule, Aichor locations and elevations are shown on plan and elevations. Themse grout the anchor hole, insert tendon after the anchor hole is filter with grout.
- Regrout the bond length as necessary to develop the required anchor capacity.
 - Allow grout to harden a minimum of (ive (S) days., Then tension each anchor in accordance with the anchor testing procedures.
- All anchors within the Railroad R.O.W. shall be fully removed

MATERIALS:

ASTM A 572, Grade 50 for steel sheet piles ASTM A 572, Grade 50 for steel walers and bearing plates Steel:

11½" diameter, 150 ksi Grade, conforming to AASHTO M275 (ASTM A722), with Class I corrosion protection (double).

Meat coment grout having a 38-day compressive strength of 3,000 psi, consisting of bordrand cement Type I. It of III, and conforming to Section 1001 of the Standard Specifications. Testing of grout is not cognitive and creditive grout will be tested with anchor stressing as part of system performance. Grout

ETDXX weld strength level, law hydrogen ciectrade. Testing of welds is not requireg since welds will be tested with anchor stressing as part of system performance. Welds:

Bolts, nuts and washers shall conform to the requirements of ASTM F3125 Grade A325, A563 and F436, respectively. Pipe spacers shall conform to the requirements of ASTM A53.

Misc

Anchor Types 1, 3, and 4 were design to withstand EBO loading, while Anchor Types 2, 5, and 6 were designed for a construction load of 300 psf

Equivalent members may be substituted for those shown. If alternate members are used, the Contractor must suomit a re-design of the wall for approval.

For more information, see the Special Provisions for Temporary Soil Retention System (Special), Ground Anchors, and Helical Ground Anchors.

Lateral live load deflection shall be limited to %" for shoring located within 18-0" of contentine of track and $^{1}\!\!Z_{1}$ for shoring located outside 18°-0". The maximum allowable vertical or horizontal displacement of rail shall be $^{1}\!\!A_{1}^{*}$.

See sheet 14 of 45 for Ground Anchor Schedule.

ANCHOR TESTING PROCEDURES

PERFORMANCE TEST Five percent of the ground anchors or a minimum of three ground anchors, whichever is greater, shall se performance-tested according to the following procedures. The Engineer shall solect the ground anchors to be performance tested. The remaining anchors sto be performance tested. The remaining anchors sto be tosted according to the proof test procedures.

The performance test shall be made by incrementally loading and unipading the ground anchors in accordance with the following schedule:

PERFORMANCE / E	SI SLACUULE		
LOAD	LOAD	LOAD	
AL	AL	1 00DL	
0.2501*	0.250	1 20DL*	
AL	0,5001	AL Where	AL = Alignment L.
0 2501	0.7501	0.2501	DL = Design Loar
O 50DL	1.00DL	0 50DL	
AL	AL	0.7501	"Graph Required
0 2501	0.2501	1 00DL	
0.5001	0.50DL	1 20DL	
0.7501	0.7501	1 33DL- (Max lest load)	
		Reduce to lock-off load (1,0001

pe0.

The load shall be raised from one increment to another immediately after recording the ground anchor movement,

The ground anchor movement, on either side of the jack, shall be measured and recorded to the measts (jool inch with respect to the independant fixed reference points at the alignment load and as cast load inchement.

The load shall be monitored with a presure gauge

The reference pressure gauge shalt be placed in series with the pressure gauge during each performance test.

The inhammal lesi load in a performance lesi shall be held for 10 minutes. The jack shall be recogning as necessary in order to maintain it constant inbad the load-hot bender shall start as soon as the maintain last load is applied and the ground antipor inacement shall be measured and soon as the minute, 2, 3, 4, 5, 6, and 10 minutes, 11 or ground antitor morements between I minute and 10 minutes are seed so the first, the maximum lest load shall be held for no additional so minutes. If the load-hold is servined, the ground anchor movement shall be recorded at 15 minutes, 20, 25, 30, 45 and 60 minutes.

A graph shall be constructed showing a plot of ground anchor movement versus load for each load increment marked with the assertisk (*) in the performance test shedule and a plot of the residual anchor movement of the lendon at each alignment load versus the highest previously applied load. Graph shall be approved by the Engineer prior to use.

The proof test shall be performed by incrementally loading the ground anchors in accordance with the following schedulo:

PROOF TEST SCHEDULE

AL	LOUDE		
0.2501	1.20DL	AL	= Alignment
0.5001	1.33DL (Max test load)	Dĩ	 Design I
0.7501	Reduce to lock-off load (1,00L)		

The load shall be raised from one increment to another immediately after recording the ground anchor movement.

The ground anchor movement, on either side of the jack, shall be measured and recorded to the mearcst 0,001 inch with respect to the independant fixed reference points at the alignment load and at each load increment

The load shall be monitored with a presure gauge

At load increments other than the maximum test load, the load shall be held just long enough to obtain the movement reading.

The maximum test load in a proof test shall be held for 10 minutes. The load-hold period shall start as soon as the maximum test loads is applied and the ground althor incerdied is hall be measured and recorded at 1 minute, 2, 3, 4, 5, 6, and 10 minutes, 11 the ground anchor movements assured and recorded a 1 minute and 10 minutes exceeds 0.04 inch, the maximum test load shall be held for an additional 50 minutes. If the load-hold is extended, the ground anchor movement shall be recorded of 15 minutes, 20, 25, and 64 and 60 minutes.

4 graph shall be constructed showing a plot of ground anchor movement versus load for each load increment in the proof test, Graph shall be approved by the Engineer prior to use.

ANCHOR LOAD TEST ACCEPTANCE CRITER A tested ground anchor with a 10 minute load-hold is acceptable

- A. The ground anchor will carry the maximum test load with less than 0,04 inches of movement between 1 minute and 10 minutes, and
- B. The total movement at the maximum test load exceeds 80% of the theoretical elongation of the unbonded length.
- A. The anchor will carry the maximum test load with a creep rate that does not exceed 0.08 inches in the last log cycle of time, and

A tested ground anchor with a 60 minute load-hold is acceptable if;

B. The total movement at the maximum test load exceeds 80% of the theoretical elongation of the unbonded length.

A ground anchor which has a creep rate greater than 0.08 inch per log cycle of time can be incoproaded into the Structure at a Besgin load equal to one-half or Ki shilve load. The failure load is the load resisted by the ground anchor after the load has been allowed to stobilize for 10 minutes.

When a ground anchor falls, the Contractor shall mostly the design and/or the installation procedures. These modificators may include, but are not limited to installing a replacement ground anchor, reducing the design load by increasing the number of ground anchor, reducing the design load by increasing the number of ground anchors, and/fight git but resign on the classing the board length or changing the ground anchor type.

Lock-Off Upon completion of the anchor test, the load must be reduced to the lock-off boar indicated from the portioning and prior its structures and off prior to the uncharage device. The aidhor may be completely unhabled prior to lack-off. After transferring the load, and prior to be admitted to the uncharage device. The latter and prior to lack prior to lack off. After transferring the load, and prior to lack in jack, a percent of the specified of careful the lift-off reading shall be taken. The lift-off reading shall be wide.

PERFORMANCE TEST DATA

COAD	AL													
PRESS														
DIAL														
70 %	AL	25	20	7.5	100	120*	W	25	20	7.5	100	120*	133"	7.0
CACA														
LOAD PRESS DIAL														
DIA														

Performance Test Remarks:

PROOF TEST DATA Design Load: Anchor No

HEFT. REMARKS								
LOAD PRESS DIAL DEFL.								
PRESS								İ
								ĺ
70 %	AL	25	20	25	100	120	133	

Performance Test Remarks:

Design Load Anchor No.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

31 B TEMPORARY SOIL RETENTION SYSTEM GENERAL NOTES STRUCTURE NO. 022-9948 DEET ? OF 45 INSETS

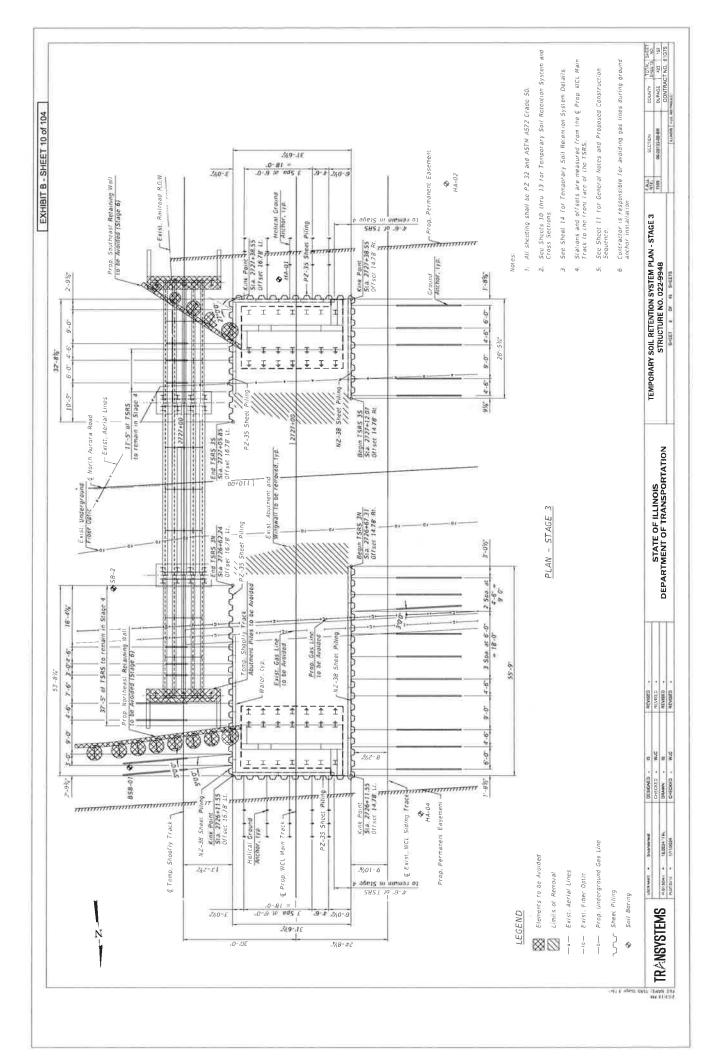
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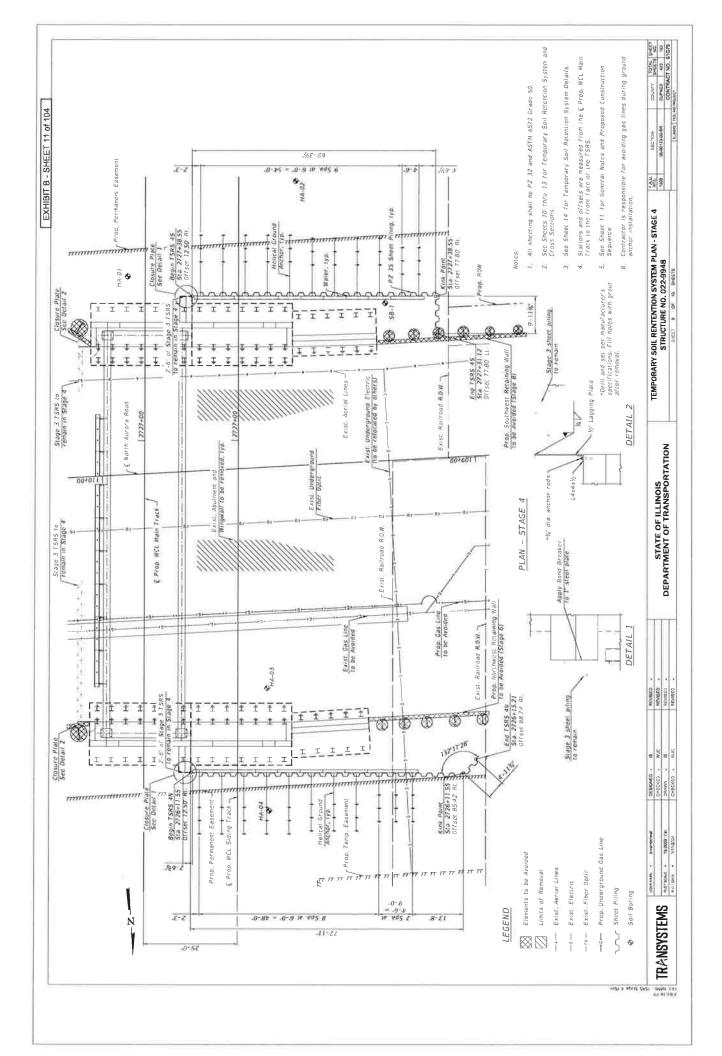
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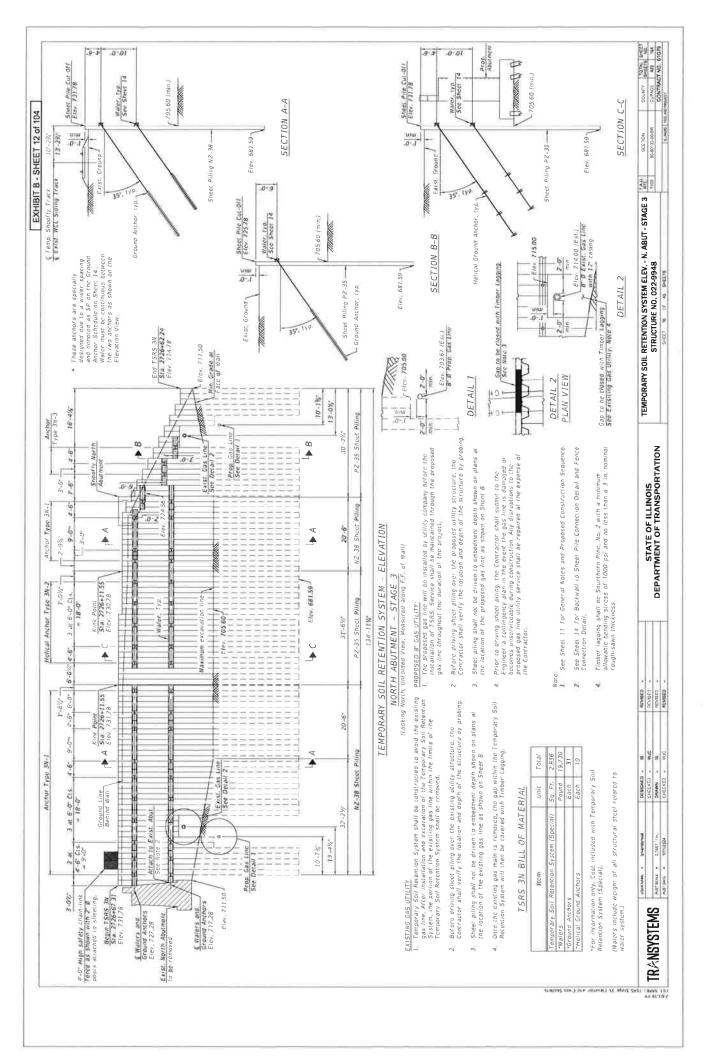
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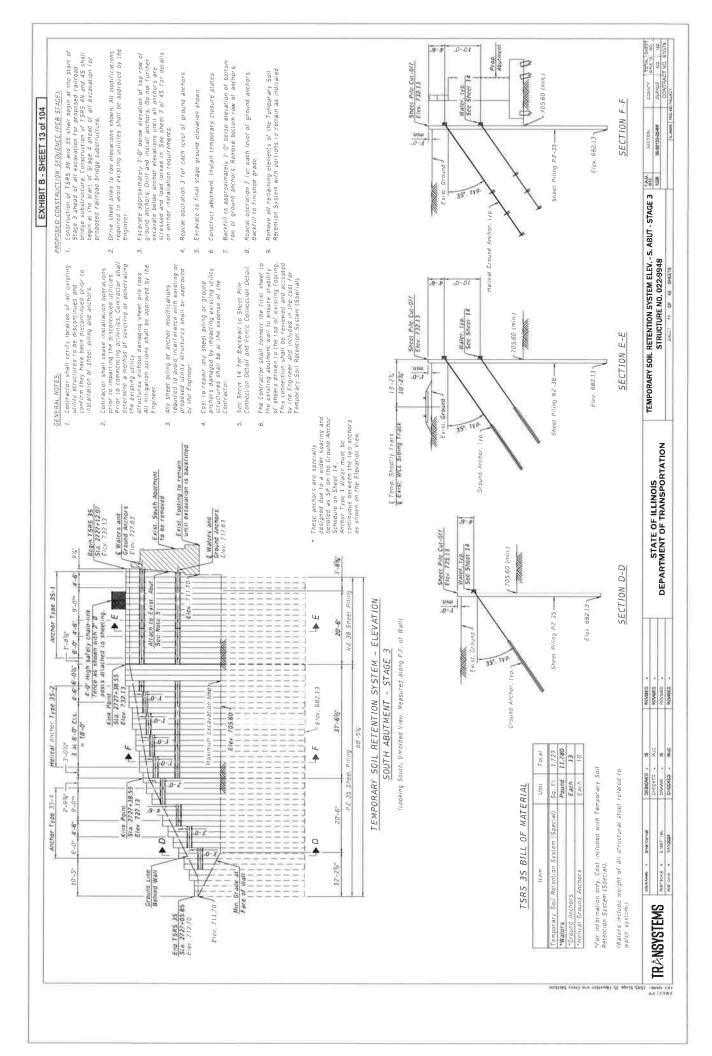
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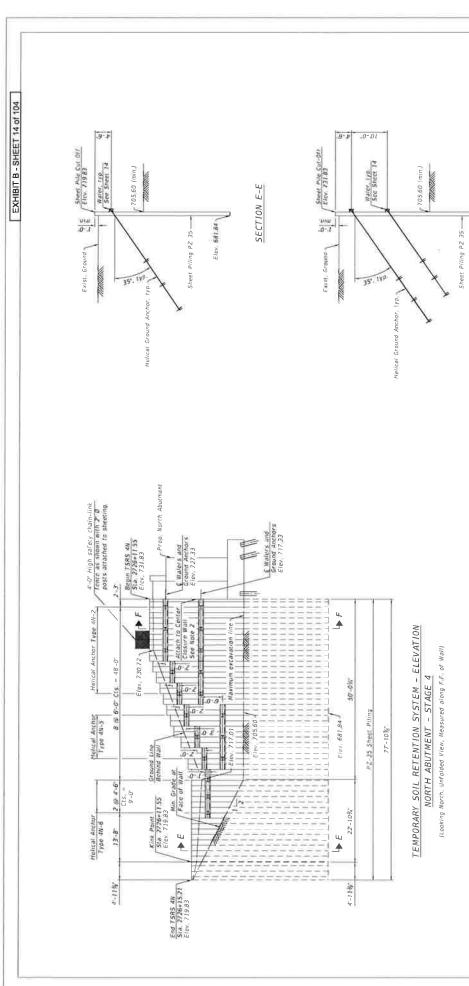
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Elev. 681.84

SECTION F-F

TSRS AN BILL OF MATERIAL

ltem	Unit	Total
Temporary Soil Retention System (Special)	Sq. Ft	1,163
"Walers	Pound	9,190
*Helical Ground Anchors	Each	19

*For information only, Cost included with Temporary Soil Retention System (Special).

(Walers include weight of all structural steel related to waler system.)

Sec Sheel 14 for Fonce Connection Detail See Sheel 9 for Bond Breaker Details.

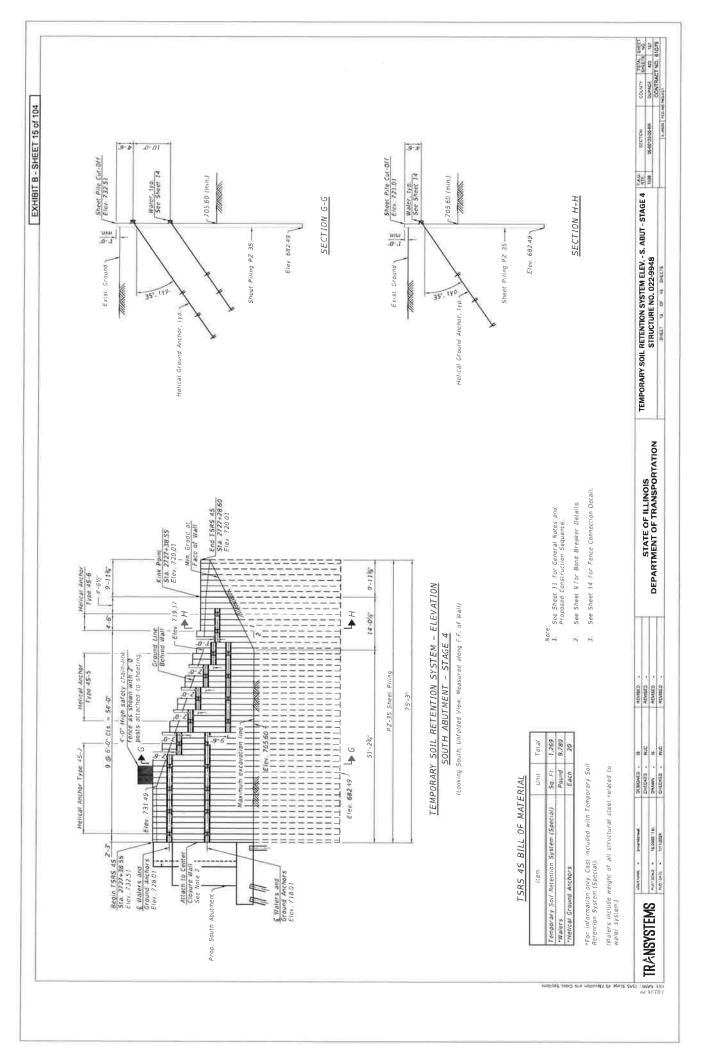
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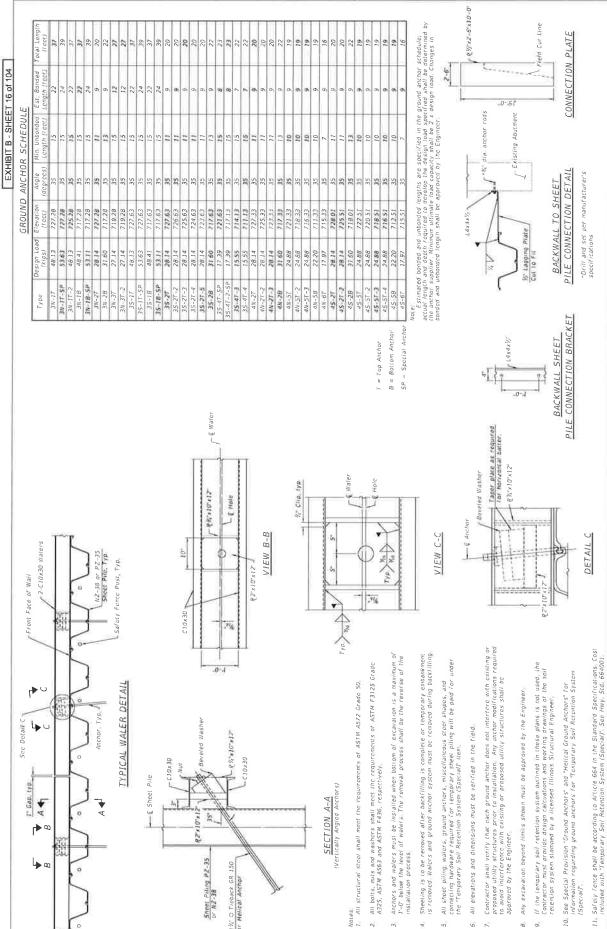
See Sheet II for General Notes and Proposed Construction Sequence,

Note:

CONTRACT NO. 61679

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION Statute and 31667116. 1111/2324 * (844.4%) TRANSYSTEMS TRANSYSTEMS





Sneet Piling P2-35 or N2-38

11/4" O Treback GR 150 or Helical Anchor

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TRANSYSTEMS

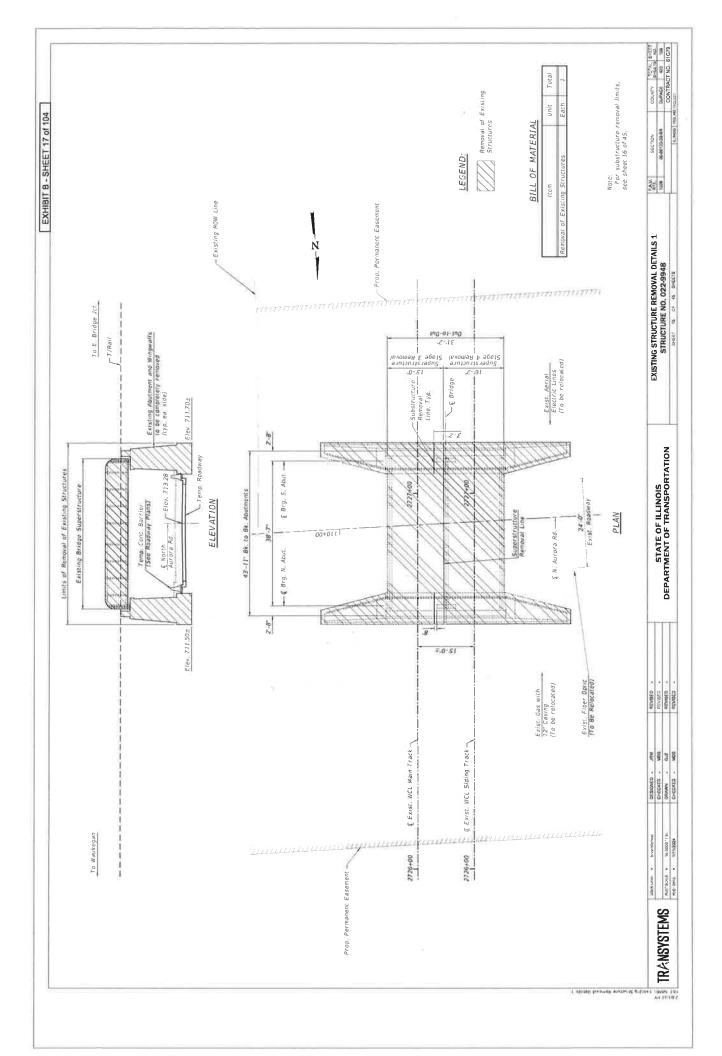
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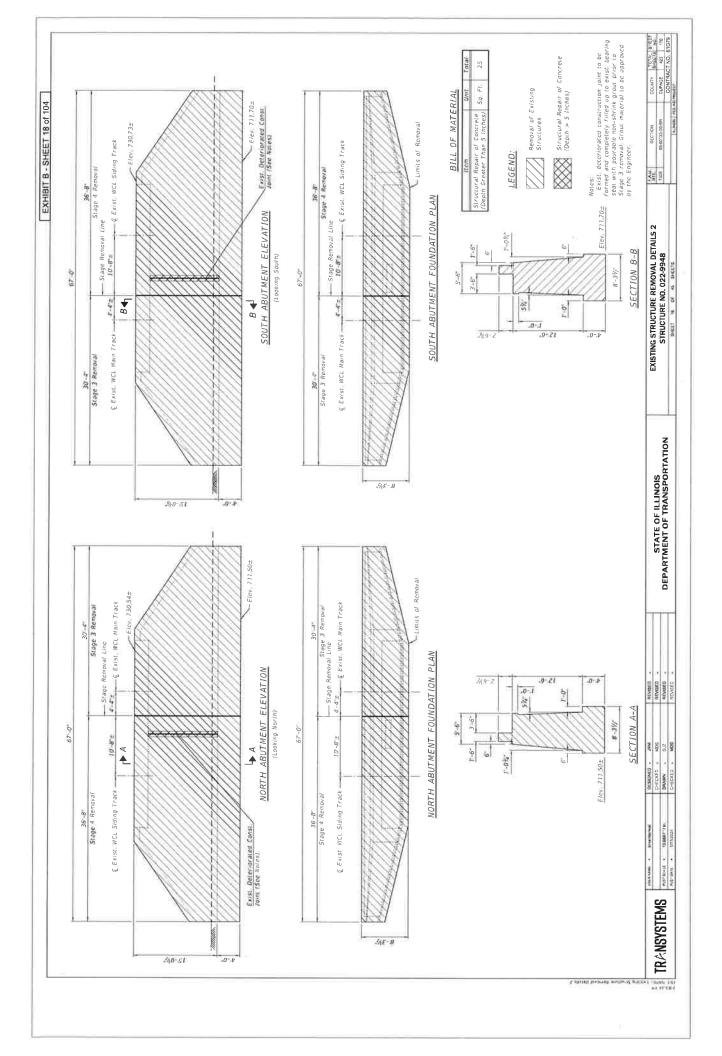
TEMPORARY SOIL RETENTION SYSTEM DETAILS	STRUCTURE NO. 022-9948	PRINCE NA CO. NO. BARRESS
TEMPORARY SOIL RETENTION SYSTEM	STRUCTURE NO. 022-9948	deposit in the second

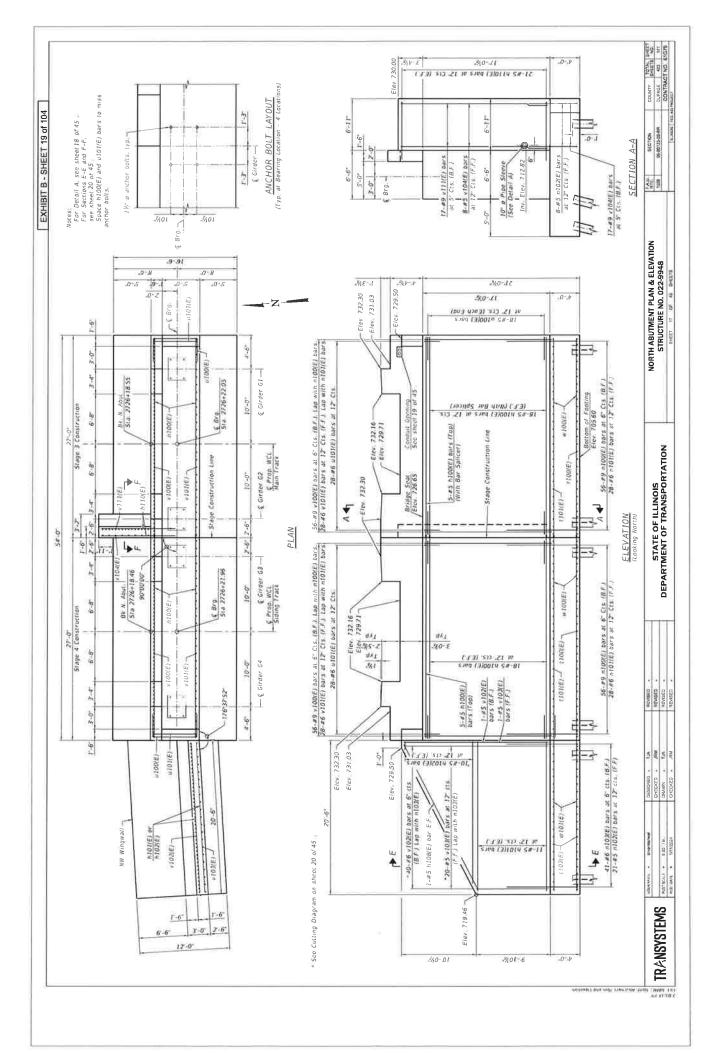
COUNTY TOTAL SHEET
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CONTRACT NO. 61579

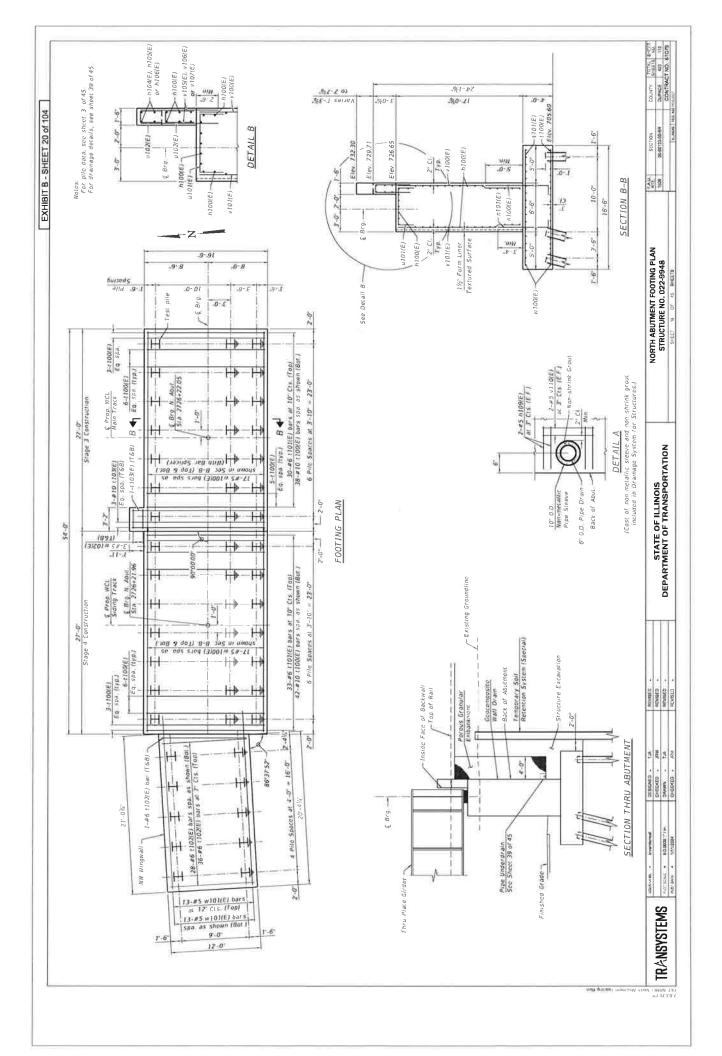
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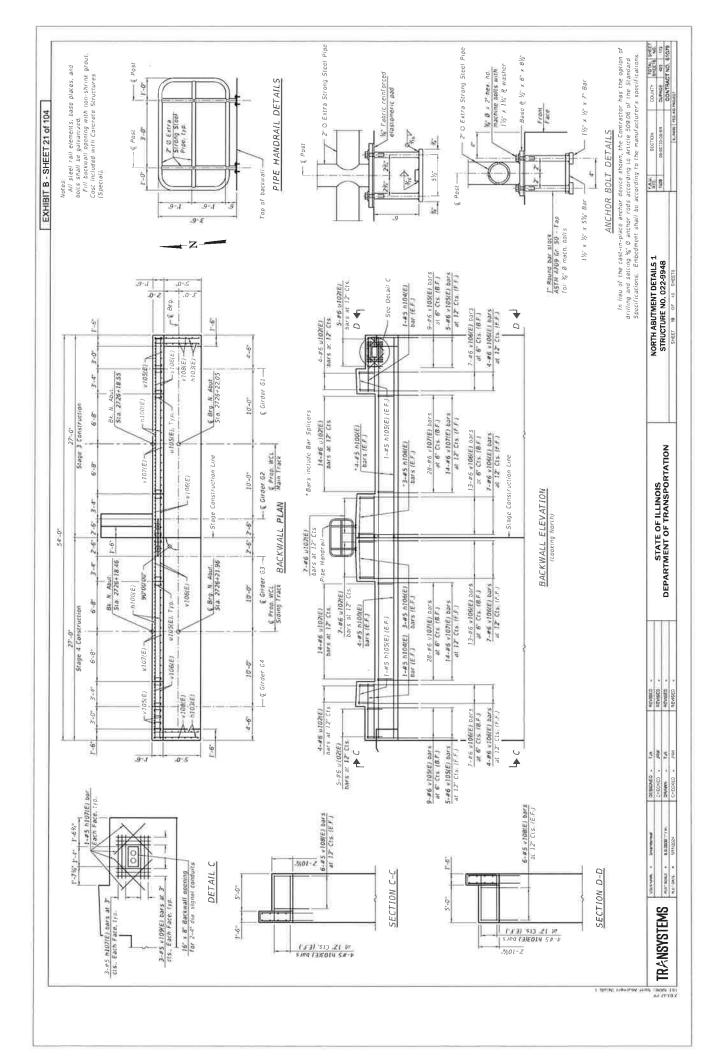
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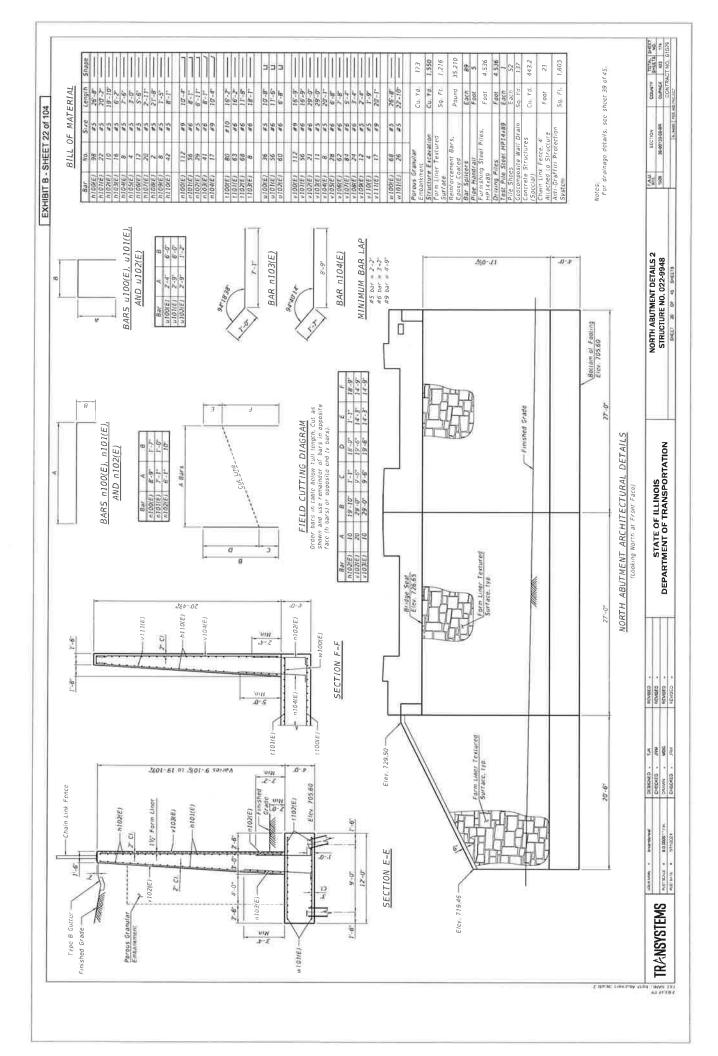


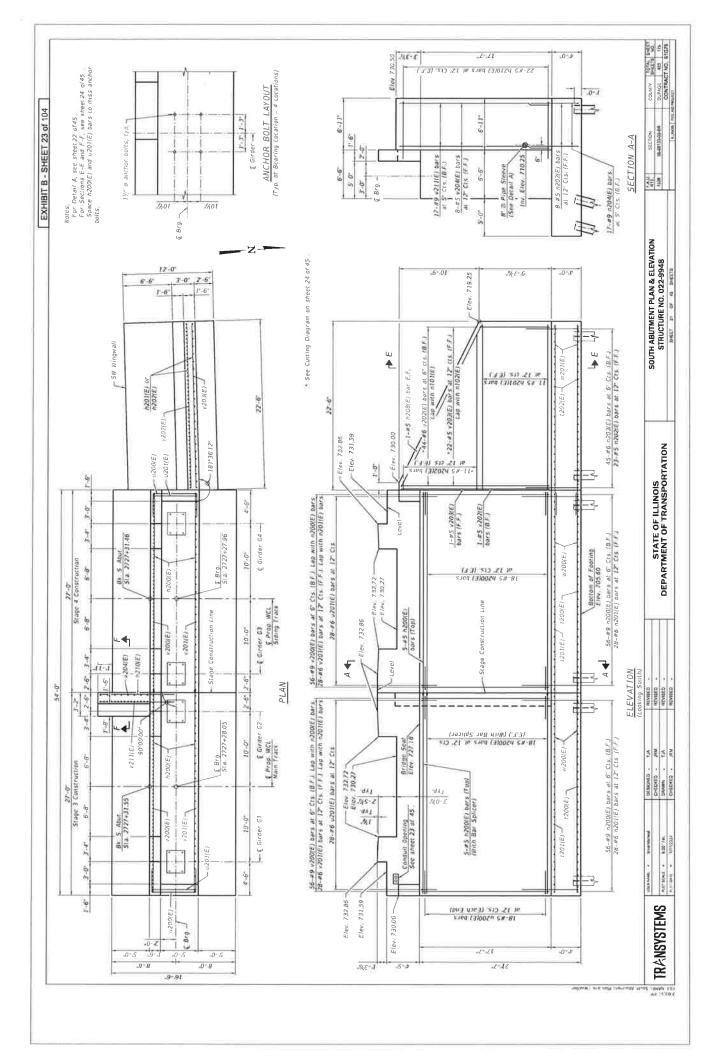


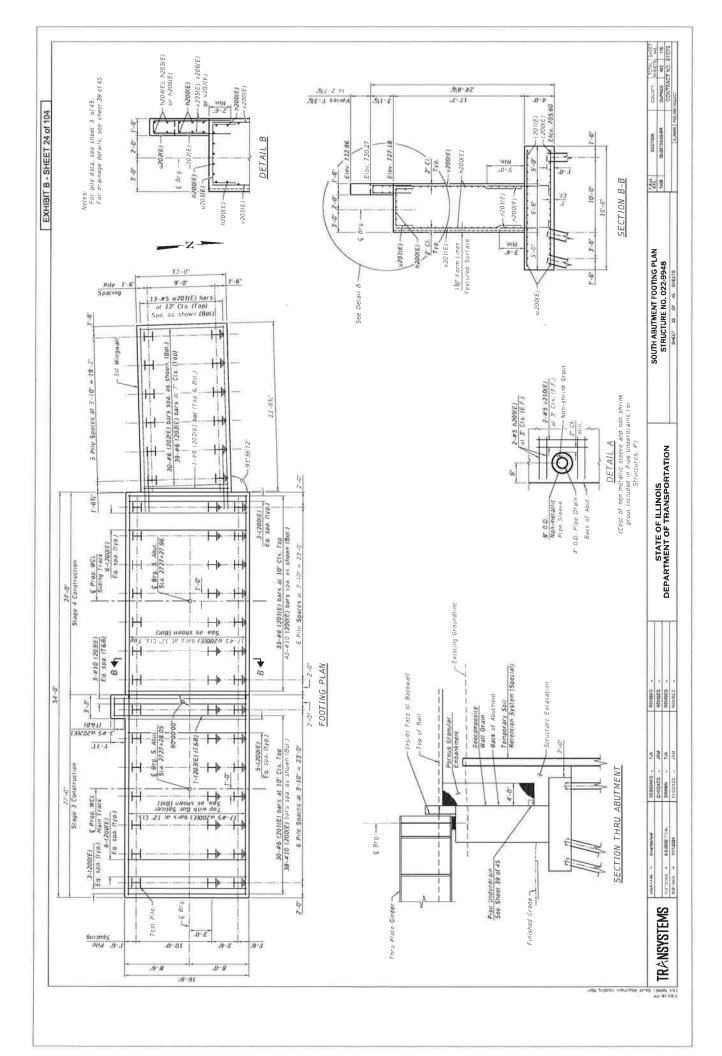


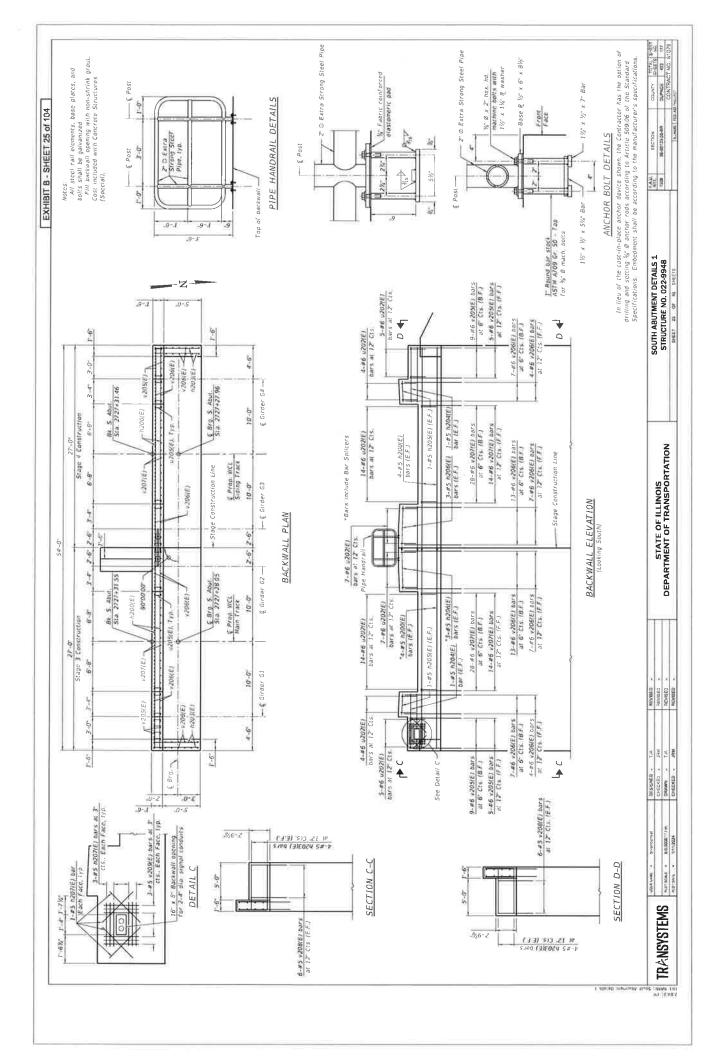


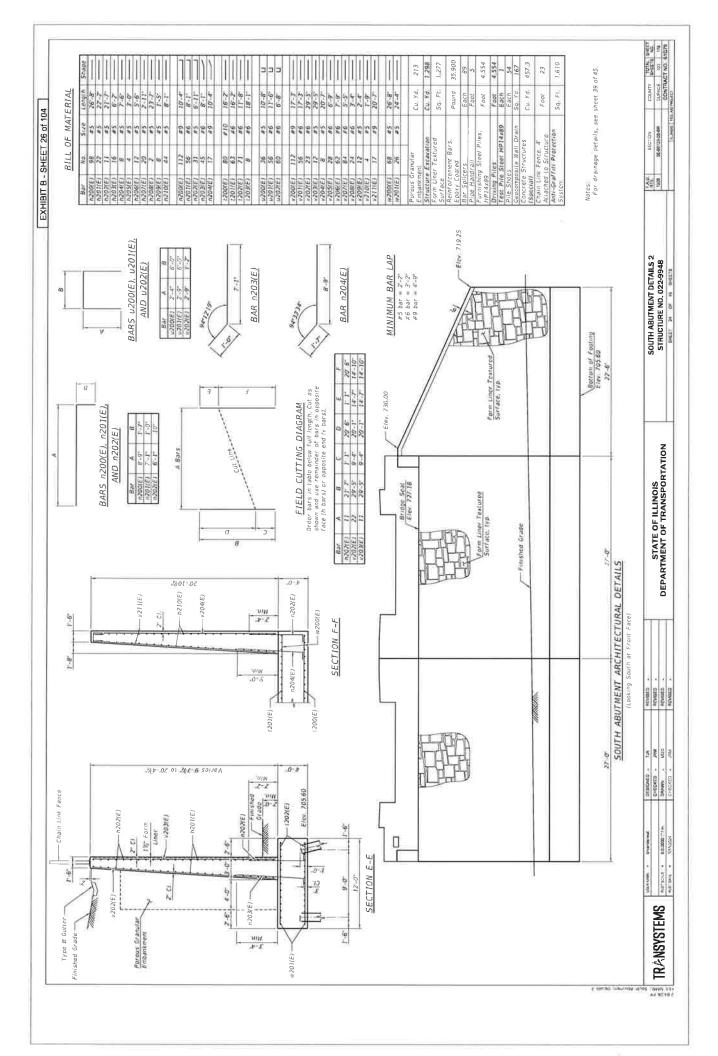


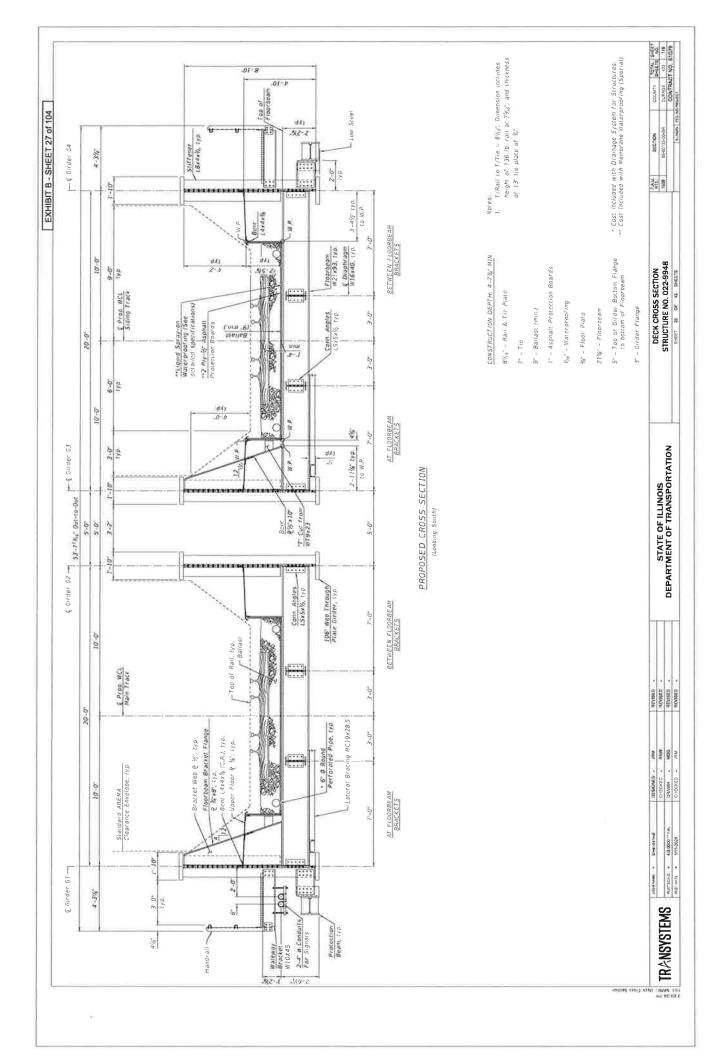


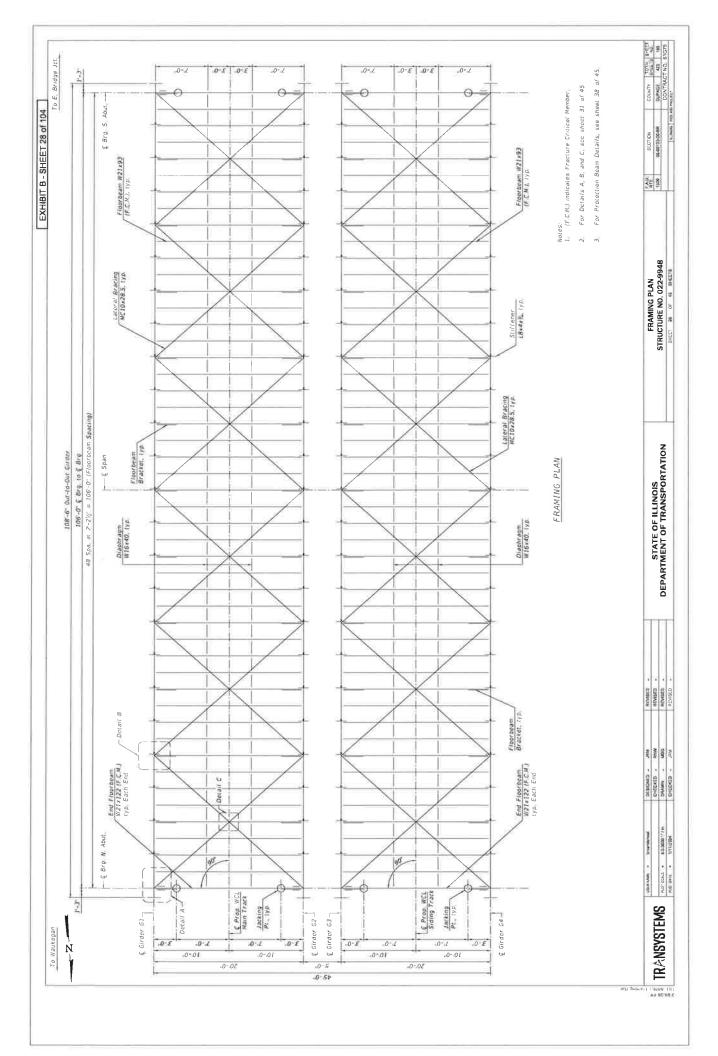


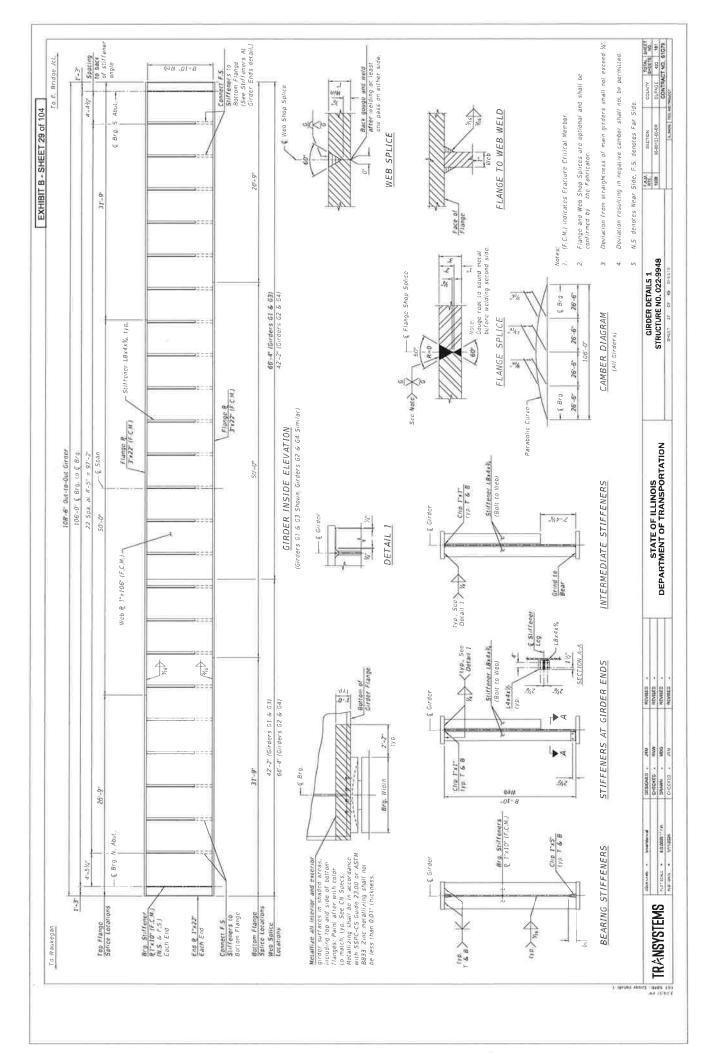












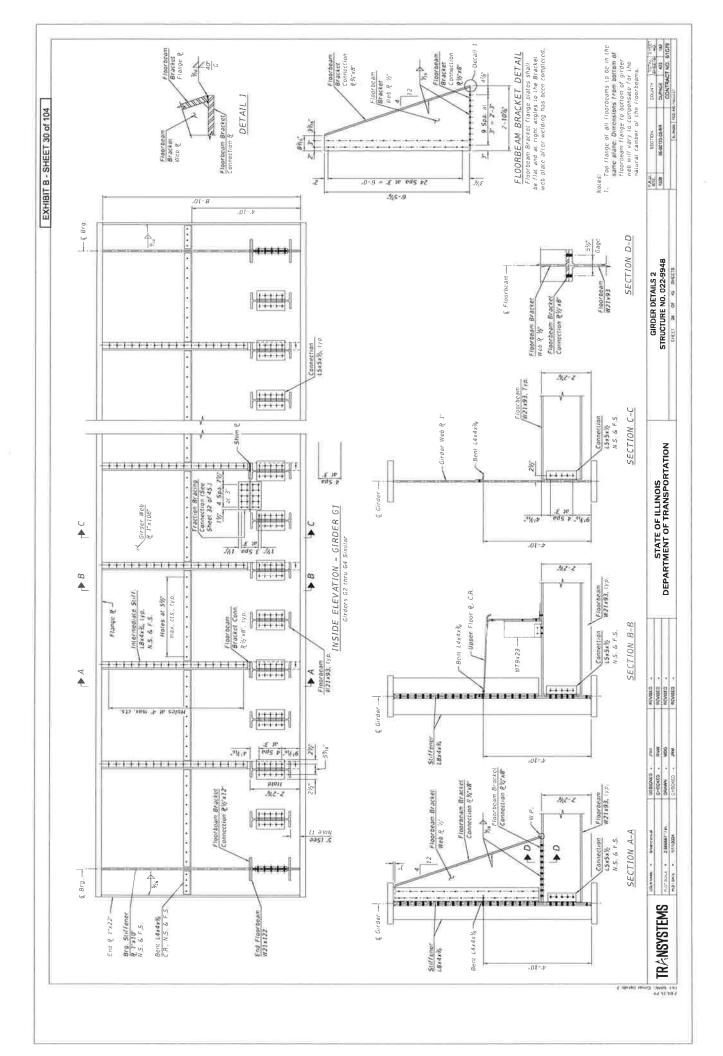


EXHIBIT B - SHEET 31 of 104

BEARING ON CONCRETE

MOMENT AND SHEAR PER GIRDER Girders 61 Thru 64

DEDC	NOT LO		12 O TA
	DESCRIPTION		
		MOMENT	ENT
Dead Load		(k)	5,685
Live Load (E90)		(11)	8,088
Impaci		(4)	2,103
Total		(K)	15,876
	Web		.901×.1
Section	Flanges		3"x22"
Gross I Furnished	50	(int)	491,423
Net I Furnished		(ini)	491,423
Net Section Modulu	nius	(ini)	8,775
Allow Max, Compr Stress in Flange	Compressive Tango	(ksi)	27.5
Actual Max Com Stress in Flange	x Compressive Flange	(ksi)	21.7
Allow Max. Tensile Stress in Flange	Je Je	(kSI)	27.5
Actual Max, Tensile Stress in Flange	sile	(ksi)	21.7
Allow Max Defle	Deflection + Impact	(in)	1.70
Actual Max, Deffect Live Load + Impact	Deffection Impact	(un)	1.46
		SHE	.AR
Dead Load		(k)	2145
Live Load (E90)		(k)	3538
Impact		(k)	92.0
Total		(k)	6603
Allow Max. Web Shear Stress		(ksi)	17.5
Actual Max, Web Shear Stress		(kSI)	6.2
End Stiffener Column Area Req'd	5,0	(in4)	27.7
Section (2 Plates)	(5		1"x 10"
End Stillener Column Area Furn	u.	(in)	32.0
		FATI	GUE
Allowable Stress Faligue Swm (C	Stress Range	(kSI)	16.0
Actual Stress Re Fatigue Swa	Range	(ksi)	12.1

MOMENT AND SHEAR PER GIRDER Girders 61 Thru 64

DESCRIPTION		FLOORBEAM	END FLE	FLOORBEAM
		MOMENT		
Dead Load	(K)	39.1	546	653,7
Live Load (E90)	(K)	190,5	267.7	t
Impact	(R)	768	108.0	ţ
Total	(k)	306.4	430.3	653,7
Section	(K)	W21x93	WZI	W21x122
Gross 1 Furnished	(101)	2,070	2.5	2,960
Net I Furnished	(ina)	2,070	2,7	2,745
Net Section Modulus	(int)	192	2,	267
Allow Max, Compressive Stress in Flange	(ksi)	27.5	27.5	41.3
Actual Max, Compressive Stress in Flange	(ksi)	19.2	189	287
Allow Max, Tensile Stress in Flange	(ksi)	27.5	27.5	41,3
Actual Max Tensile Stress in Flange	(ksi)	19.2	19.4	326
Allow Max Deflection Live Load + Impact	(III)	0.32	0.32	Đ.
Actual Max Deflection Live Load + Impact	(in)	0.30	0.30	*
		SHEAR		
Dead Load	(k)	8.3	911	227.8
Live Load (E90)	(k)	25.4	35.7	40
Impact	(K)	10.3	144	1
Totai	(K)	440	61.7	227.8
Allow Max Web Shear Stress	(ksi)	17.5	17.5	26.3
Actual Max Web Shear Stress	(ksi)	3.8	5.2	19.2
		FATIGUE		
Allowable Stress Range Fatigue Sam (Cat. B)	(ksi)	16.0	16.0	ě
Actual Stress Range Fatigue Sam	(ksi)	140	141	1)

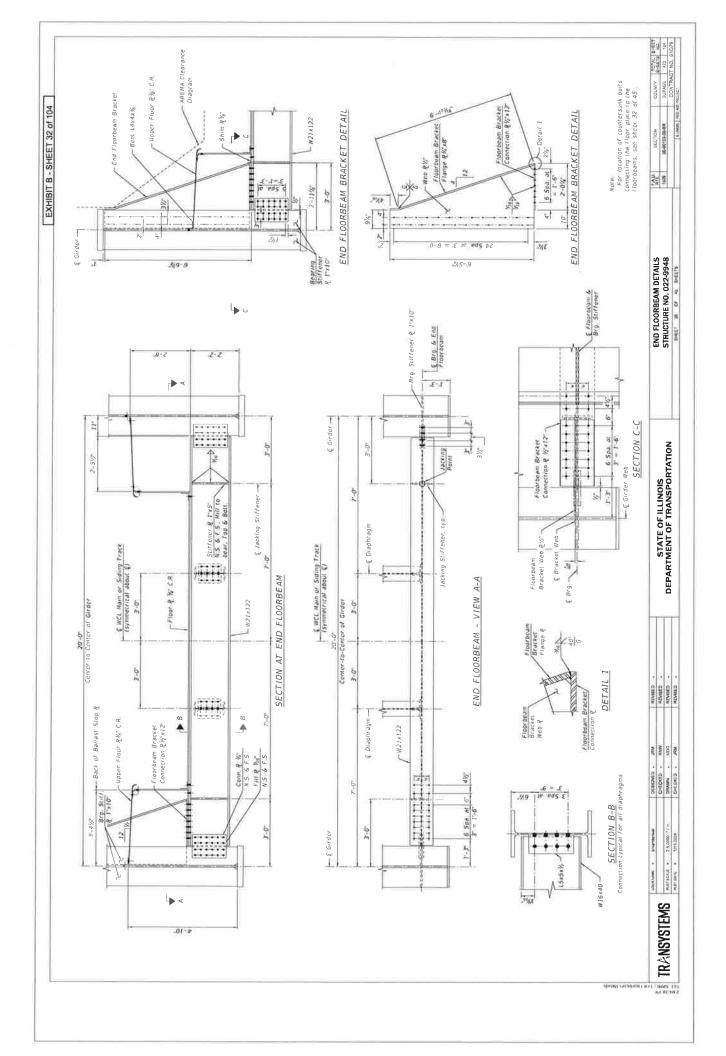
Girders G1 Thru G4	661 k	1,044 in'	632 psi
DESCRIPTION	Total Reaction	Net Bearing Area Furnished	Average Bearing Pressure

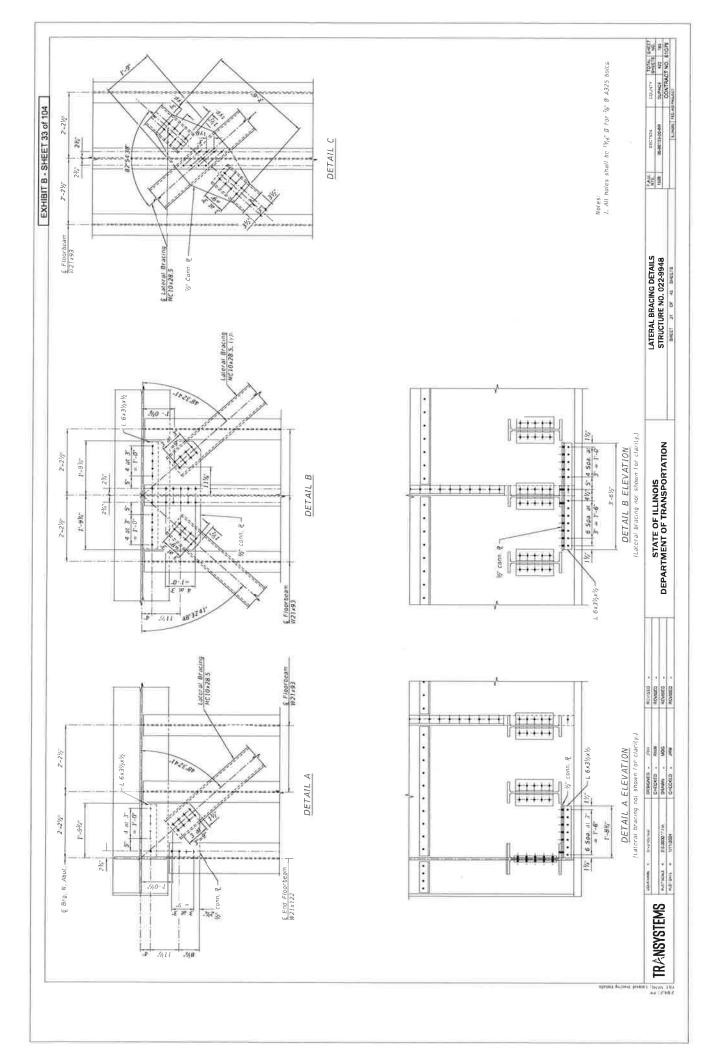
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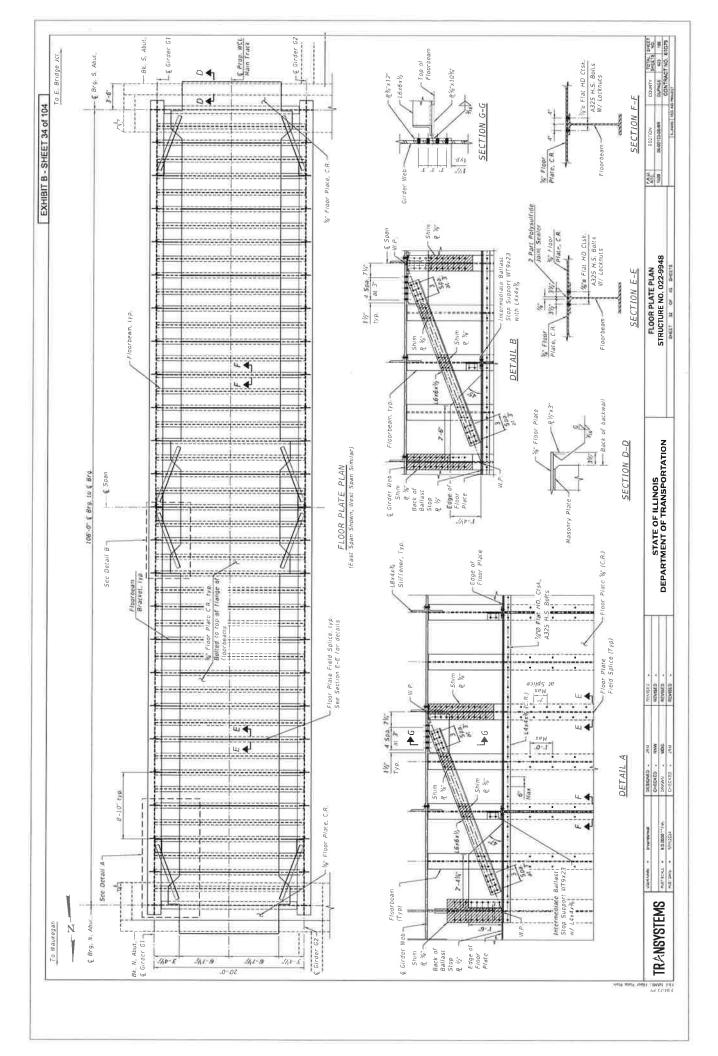
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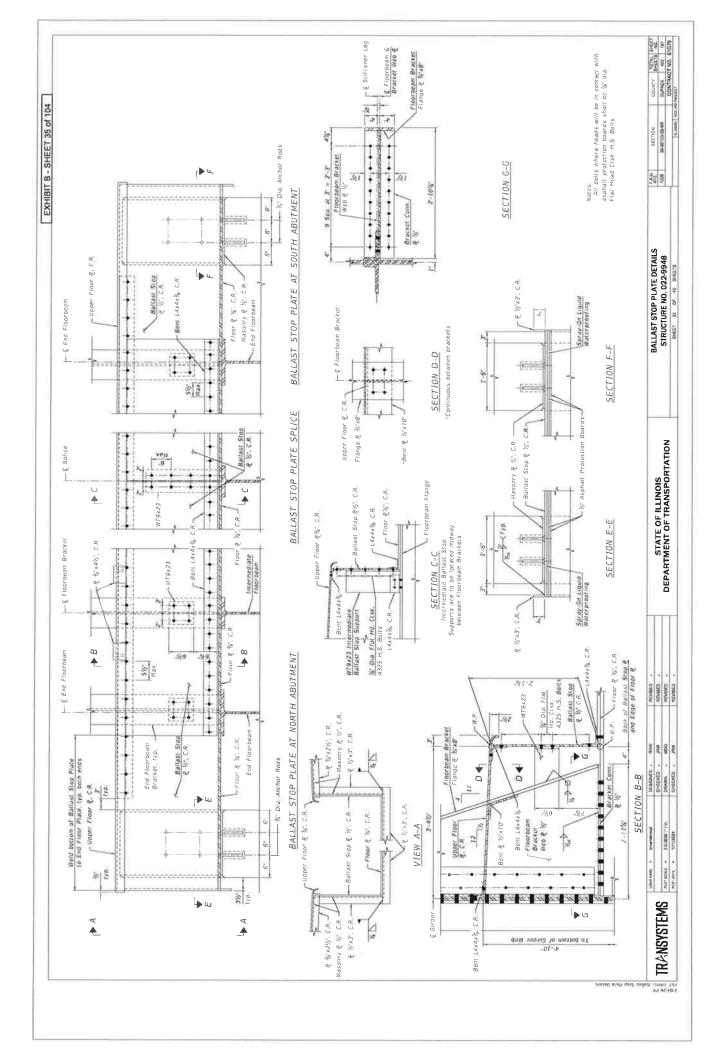
DESIGN DATA	STRUCTURE NO. 022-99	STATES IN THE SEC. NO. 12242

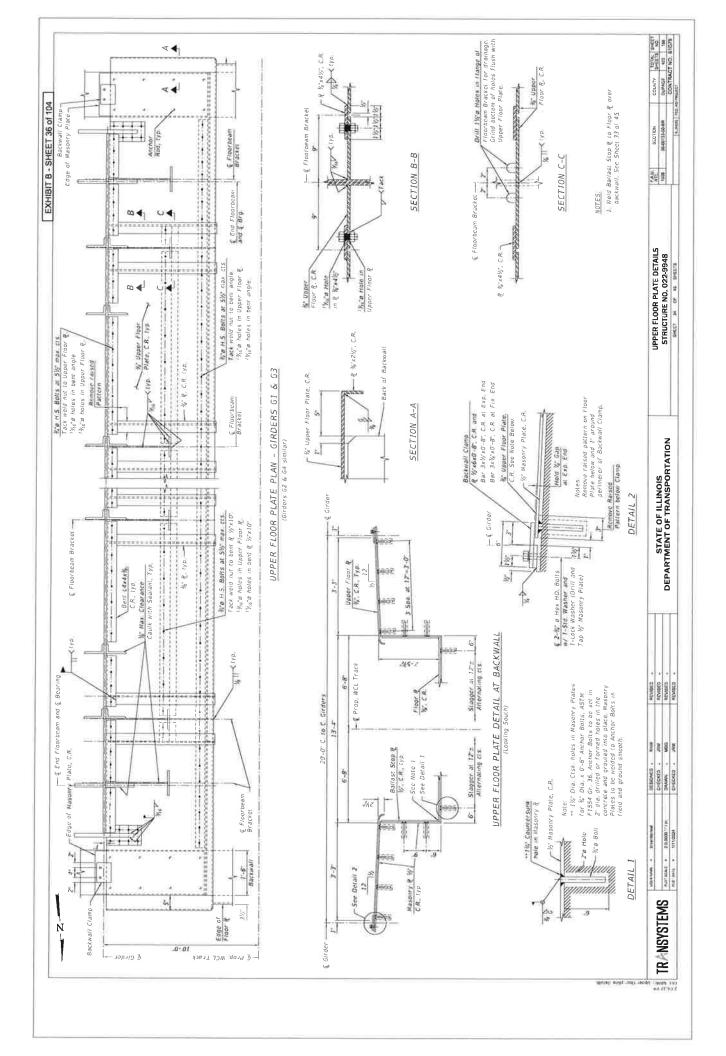
DESIGN DATA	RUCTURE NO 022-9948	

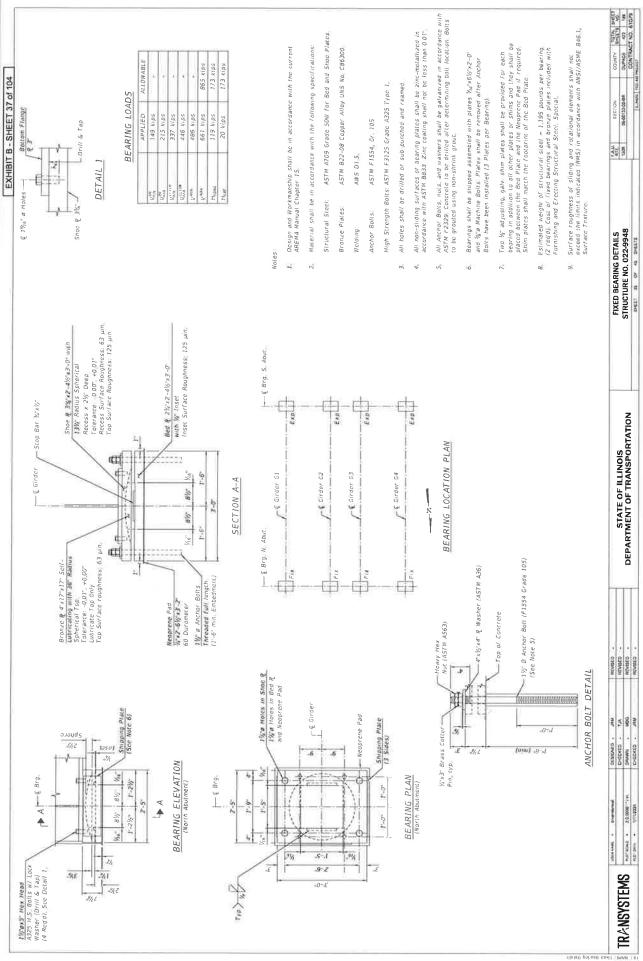


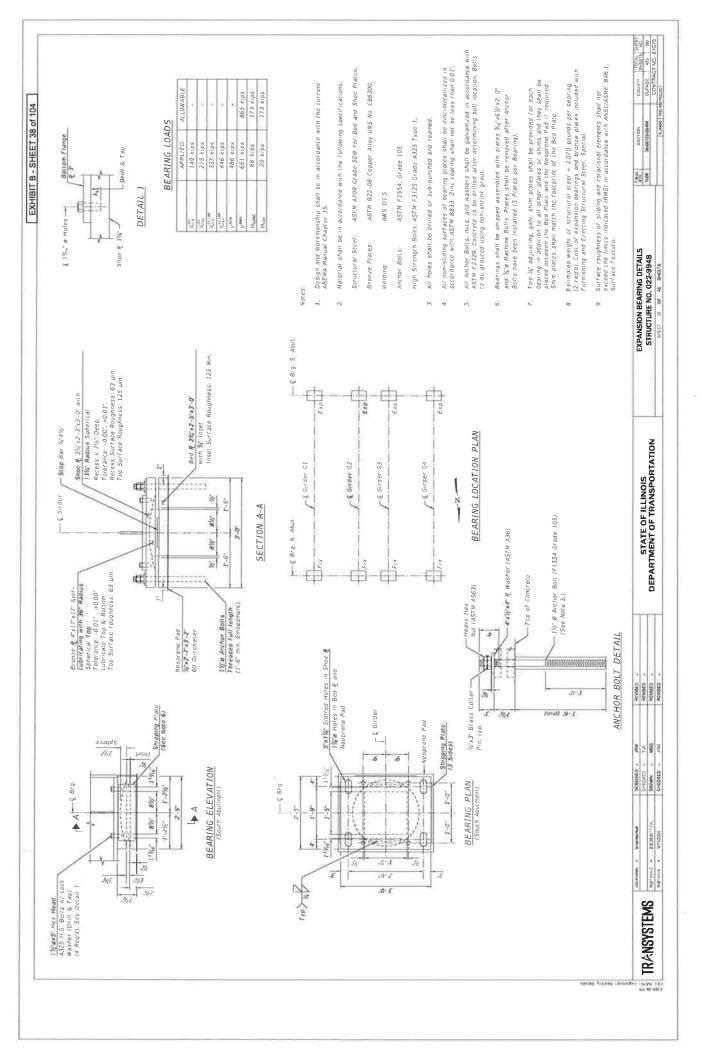


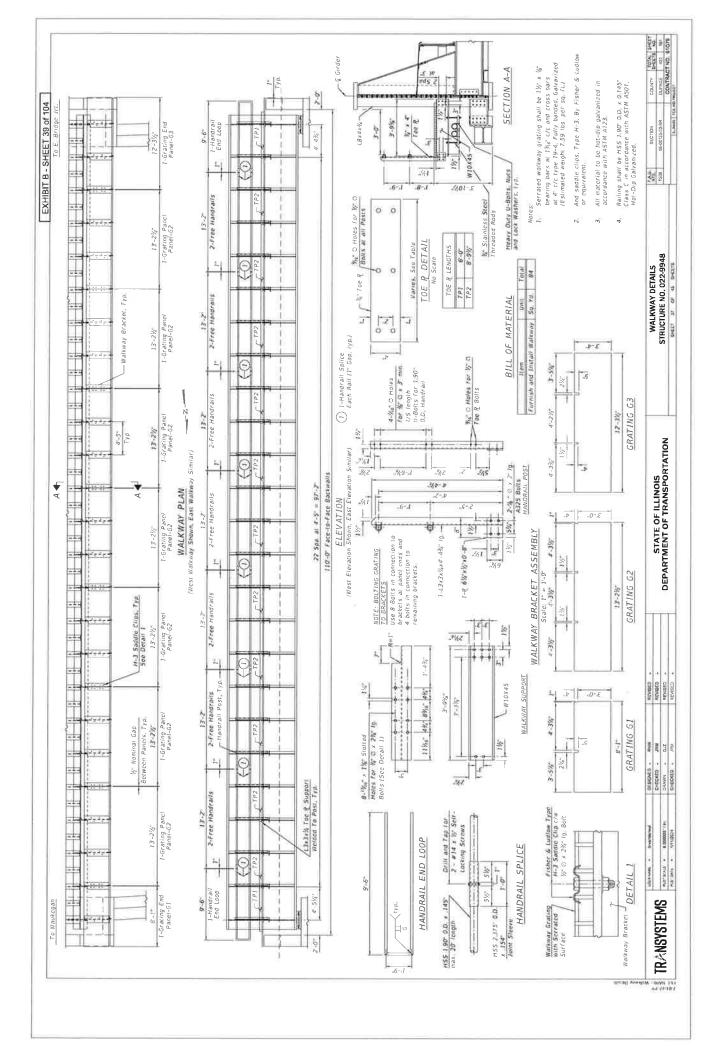


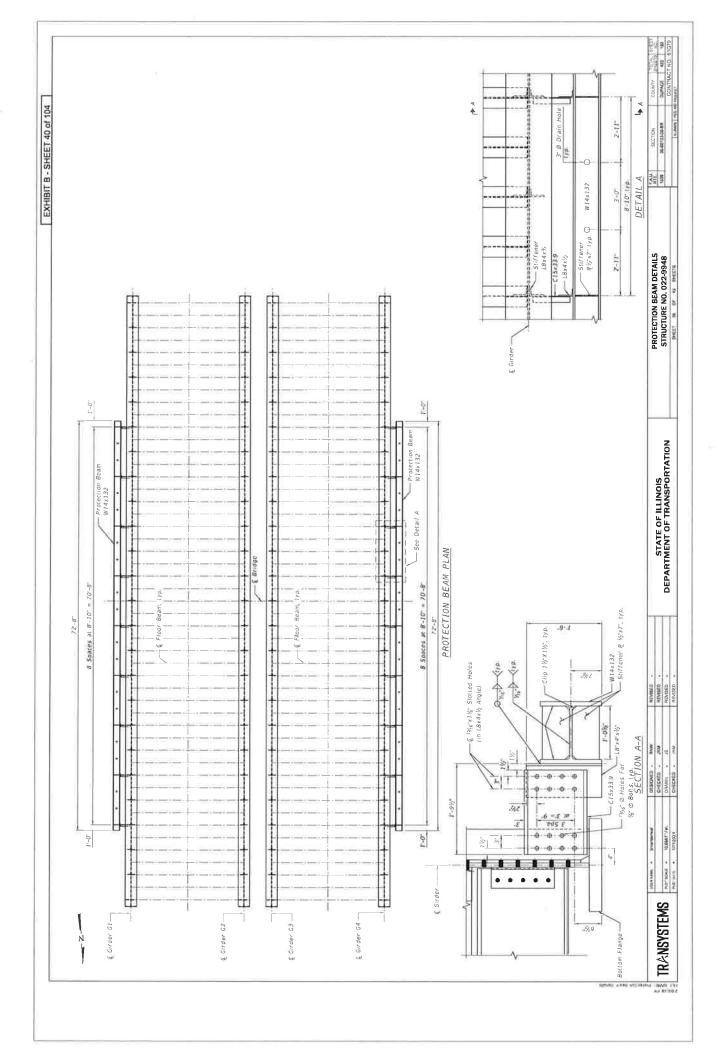


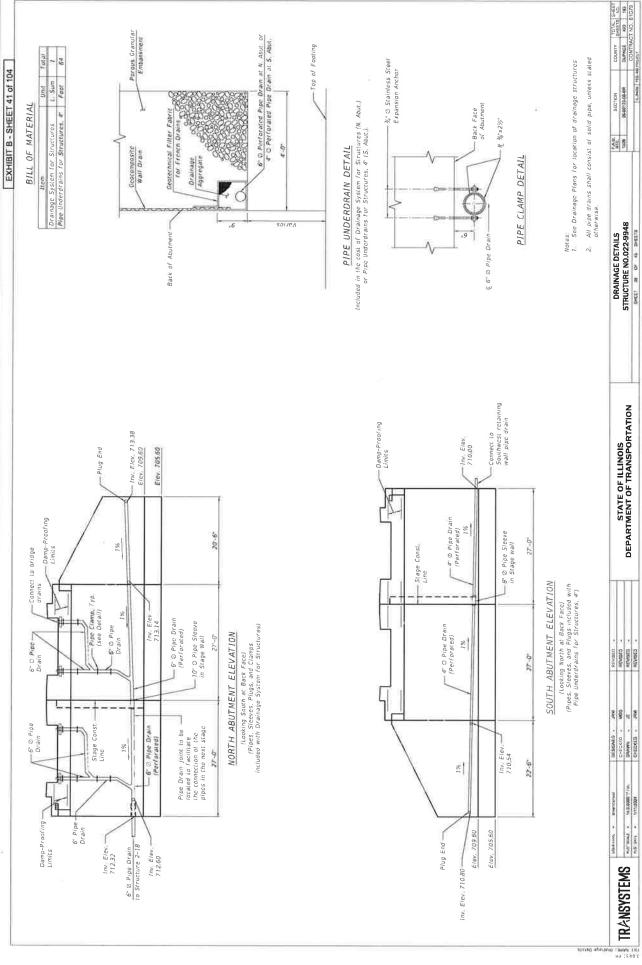


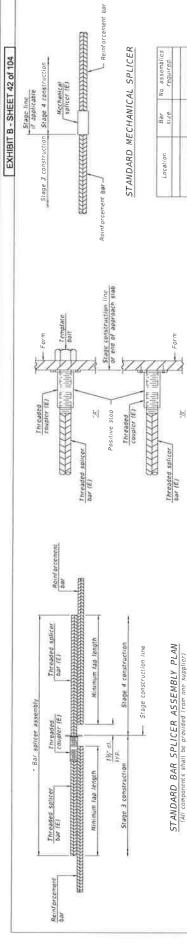












Threaded splicer

INSTALLATION AND SETTING METHODS
"A" set bar splicer assembly by means of a template bolt,
"B": Set bar splicer assembly by nailing to wood forms or
tenenting to steel forms, or

Threaded splicer bar length $= min_a$ lap length + 11% + thread length

Epoxy not required on Bar Spitcer Assembly components used in conjunction with black bars.

North Aboutmon Backwall North Aboutmon Stem To North Aboutmon Stem To North Aboutmont Footing South Aboutmont Stem To South Aboutmon Stem To South Aboutmont Stem To South Aboutmont Stem To

Location

Notes:
Spicer bars shall be deformed with threaded ends and have a minimum 60 ksi
Spicer bars shall be lapped and tied to the splicer bars.
All reinforcement shall be lapped and tied to the splicer bars.
I'veld according to the repay; coated according to the requirements for confrorcement bars. See Section 508 of the Standard Specifications.
See approach list of bar splicer assembles and methanical splicers for alternalives.

TRANSYSTEMS

A MAL ### \$4000 11 P

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

BAR SPLICER ASSEMBLY AND MECHANICAL SPLICER DETAILS 1509 STRUCTURE NO. 022-9948 SHEET NO. OF 45 SHEETS

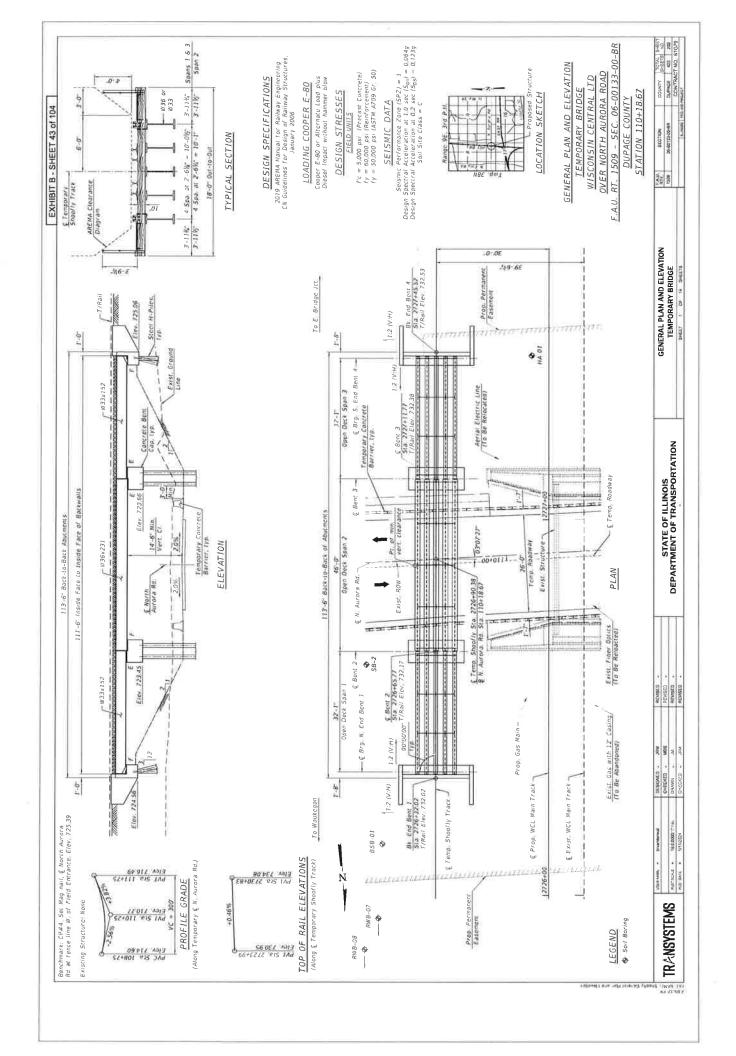


EXHIBIT B - SHEET 44 of 104

General Plan & Elevation General Data INDEX OF SHEETS

Contract Data Contract Data Contract Data Contract Data Contract Details Contract Data Contract Details Contract Data Contract D

Boring Logs

SENERAL NOTES

- 1 See Sheet 156 of 423 for additional General Notes.
- Temporary Bridge shall include all structural steel components, bearings, precast concrete, pites, hands in saltonal ties and all miscellaneous items necessary to construct the shootly longe See Bendial Provisions.

- All concrete material, placement and workmanship shall be in accordance with Chapter B of the AREMA Specifications,
- 2. Concrete shall have a minimum compressive strength of 5,000 psi at 28 days.
- 3, Exposed surfaces shall be formed in a manner that will produce a smooth and uniform appearance without rubbing or plastering, Exposed edges of 90 degrees or loss are to be chamfered $\mathcal{H}_{i}^{*} \times \mathcal{H}_{i}^{*}$. Top surface to have a smooth finish, free of all float or trowel marks,
- The Fabricator shall stencil the Fabricator's name, date of fabrication, the bridge number, ilfting weight and piece mark on each component...
- 5. The Fabricator will be responsible for the design of the lifting loops or lift anchors for the erection of the precasi members. Required details to be coordinated with the Contractor and approved by the Engineer The area around all lifting loops shall be recessed so that the loops can be removed to a depth of \Re and grouted.
- The Fabricator will be responsible for the loading and properly securing the precast concrete members for Shipment III droatcete components such be made available for inspection by the Engineer at the Euricator's plant prior to Shipment,

- 1, All structural steel shall be ASTM A709, Grade 5011, Handrail posts and pile plates shall be ASTM A709 Grade 36
- 2, Calculated weight of Structural Steel = 116,442 pounds (ASTM A709 Grade 50H), Calculated weight of Structural Steel = 8,878 pounds (ASTM A709 Grade 36),
- 3. The main load carrying components subjected to tensic stress, other than fracture critical members, shall conform to the supplemental requirements for Notch Toughness, Zone 3. These components are designated "NLTA" on the plain.
- All toted connections shall be made with high-strength boths conforming to ASTM F3125 Grade A325. Type and A325 Grade A32

FIELD WELDING

- Welding must be accomplished with the SNAW or FGAW process. Welding must be in accordance with the requirements specified in AWB 0.15., acrept ½s. filler welds may be made with a single pass, Welding electrods must be E7018 for SAMI or E701-1 or E-201-5 for FGAW.
- Welders must possess valid certification. Welding must be performed by operators who have been qualified previously by tests as prescribed by the American Welding Society's standard qualification processure to perform the work required. The qualifications of the personnel must be submitted to the Engineer in advance of the work.

TOTAL BILL OF MATERIAL

	Description	Unit	Total
--	-------------	------	-------

Proposed Ground 10-Z Well Compacted Porous Granular

SECTION AT FND BENT

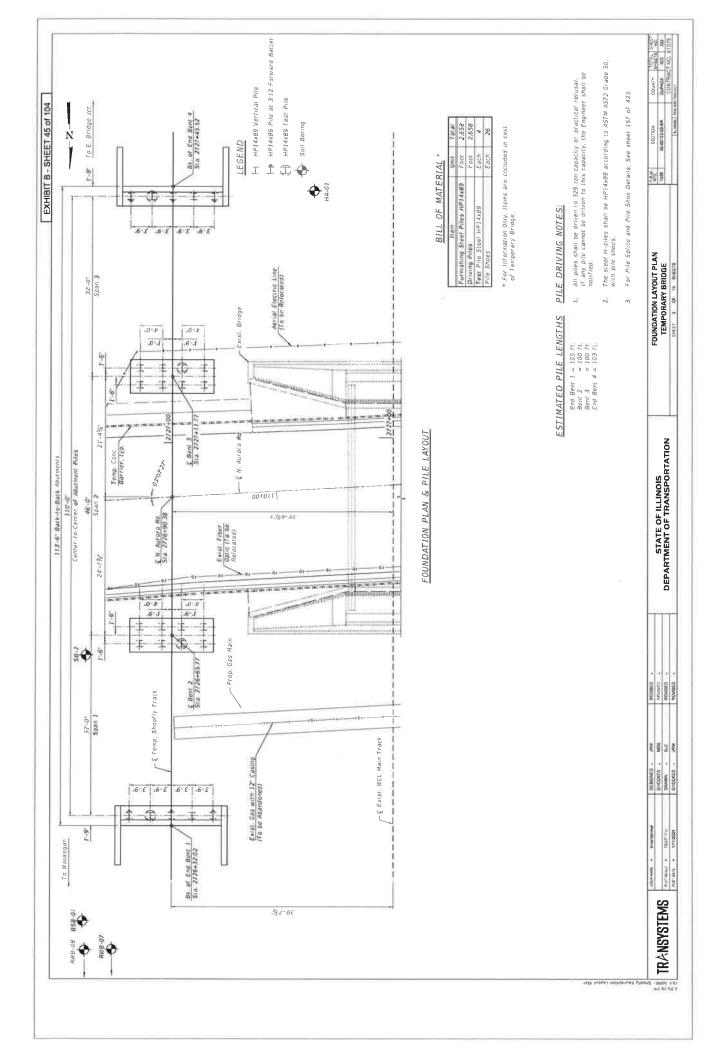
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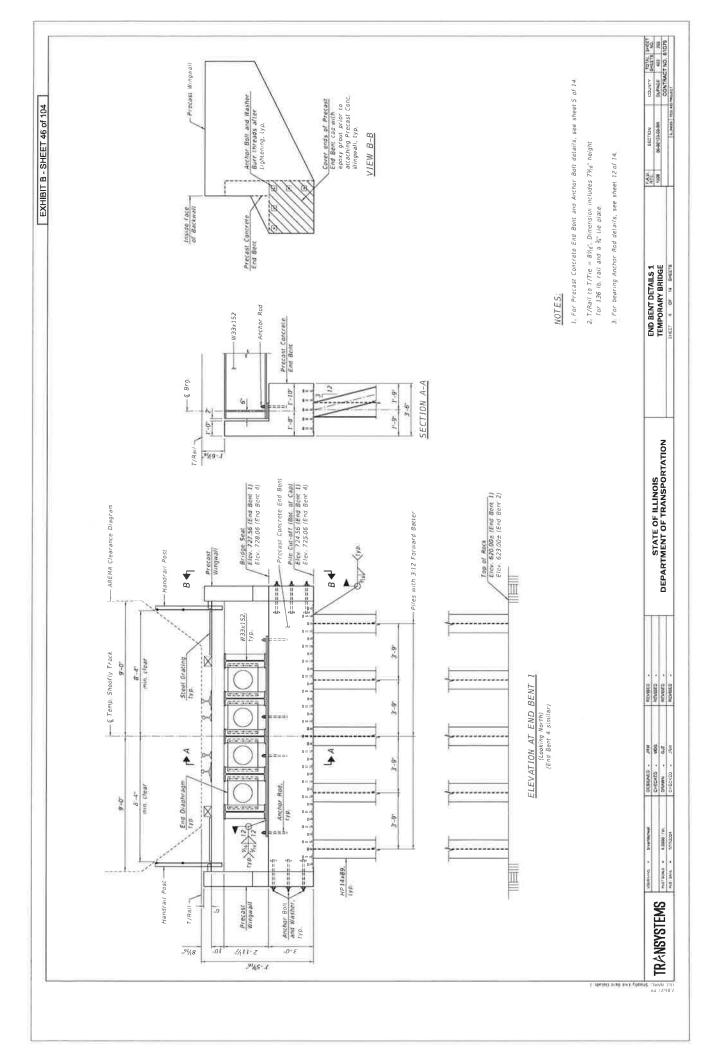
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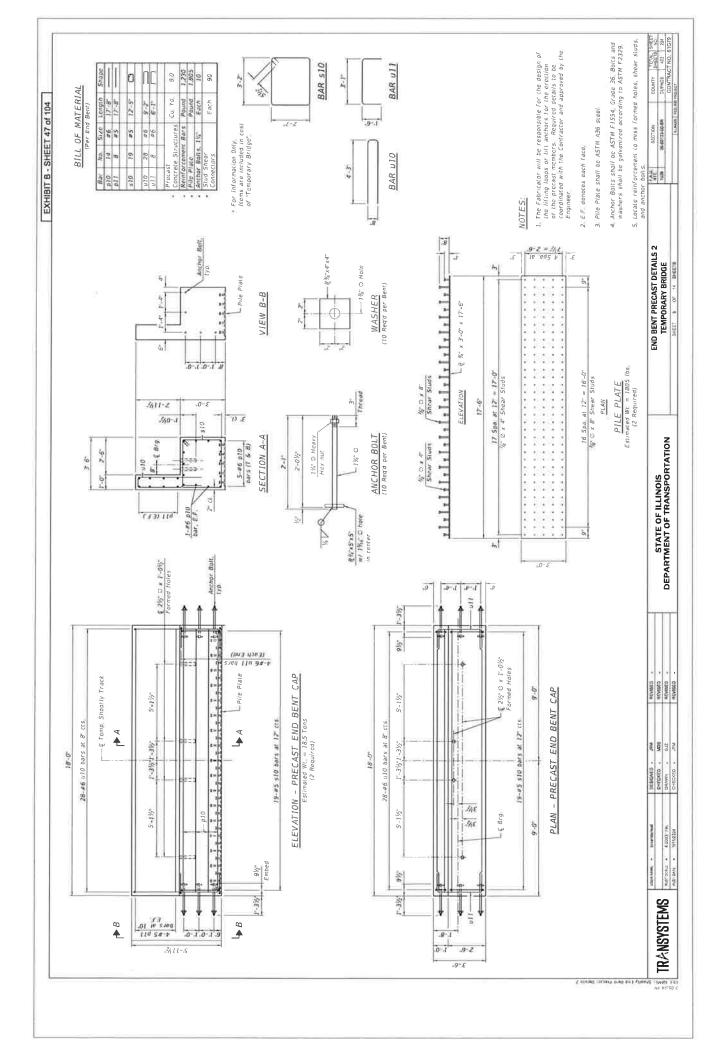
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STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION

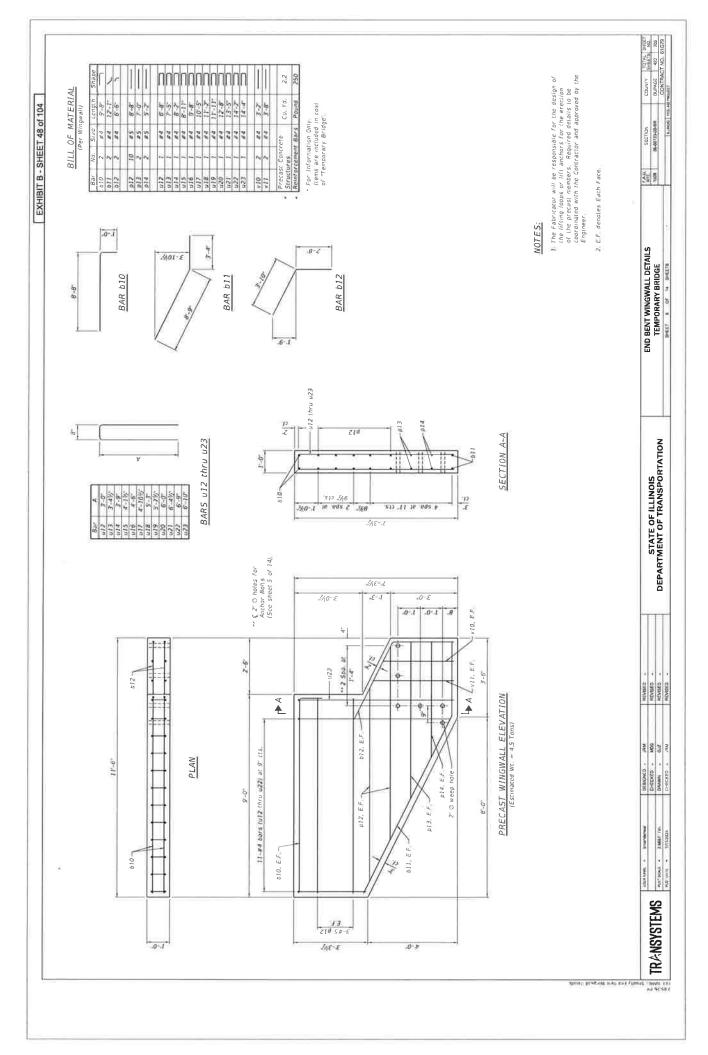
SHEET 2 OF 14 SHEETS

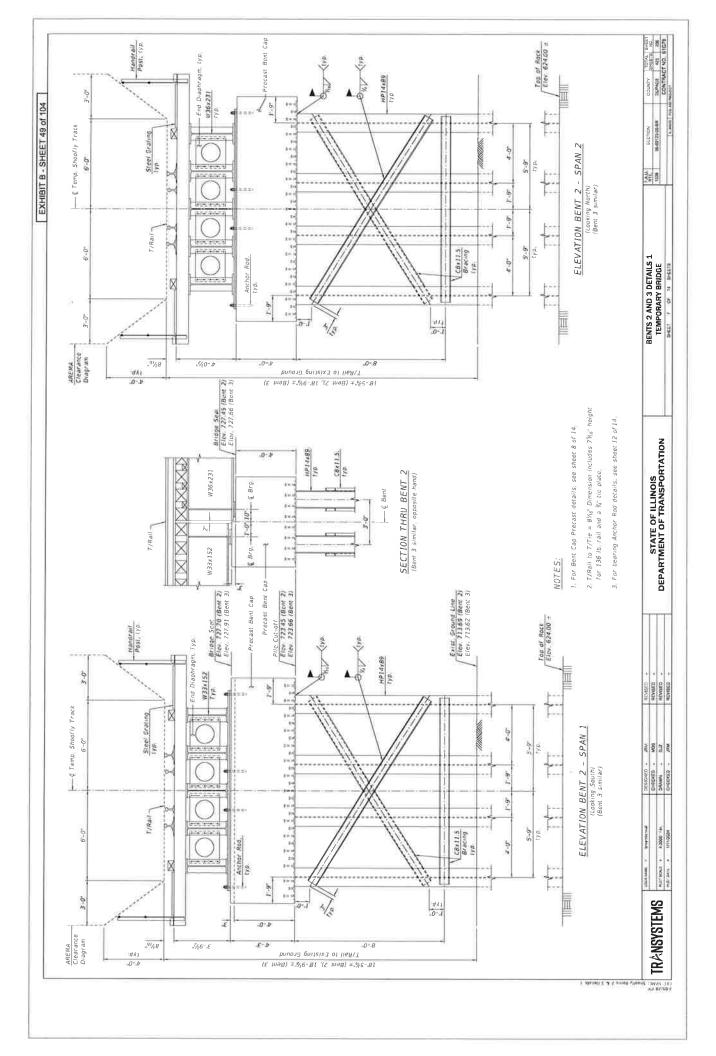
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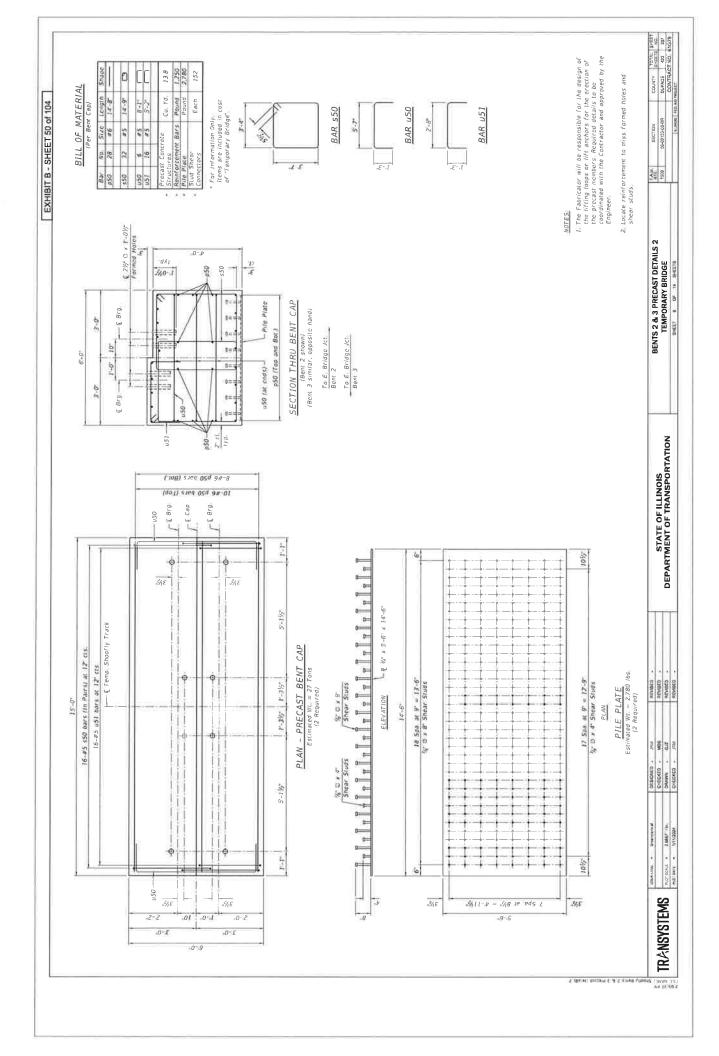


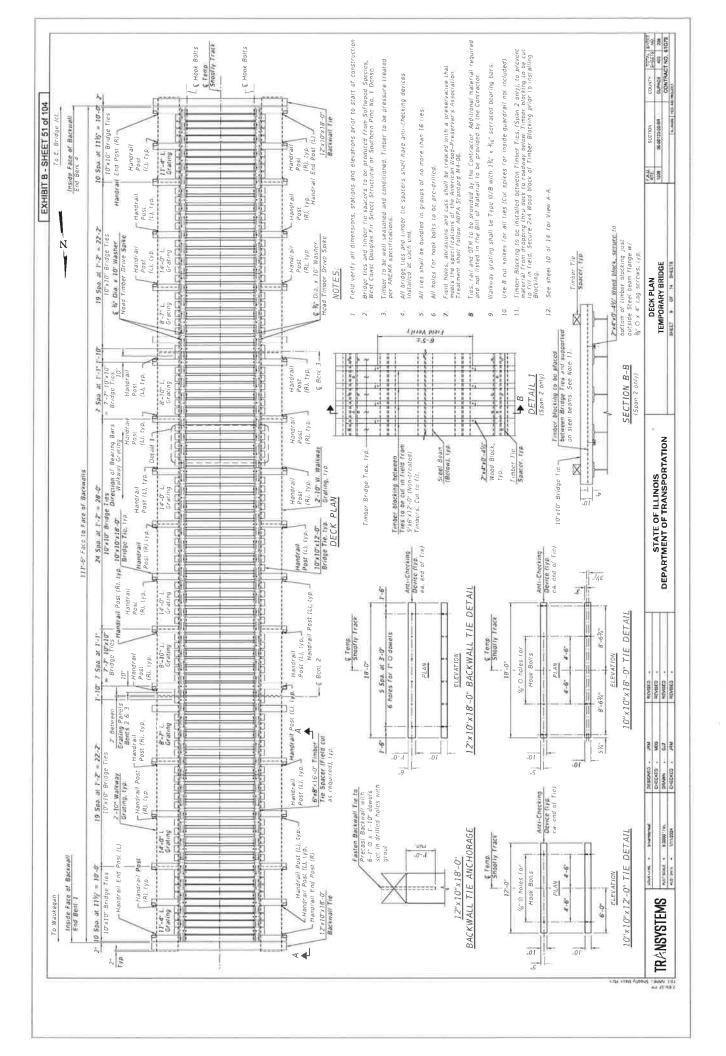


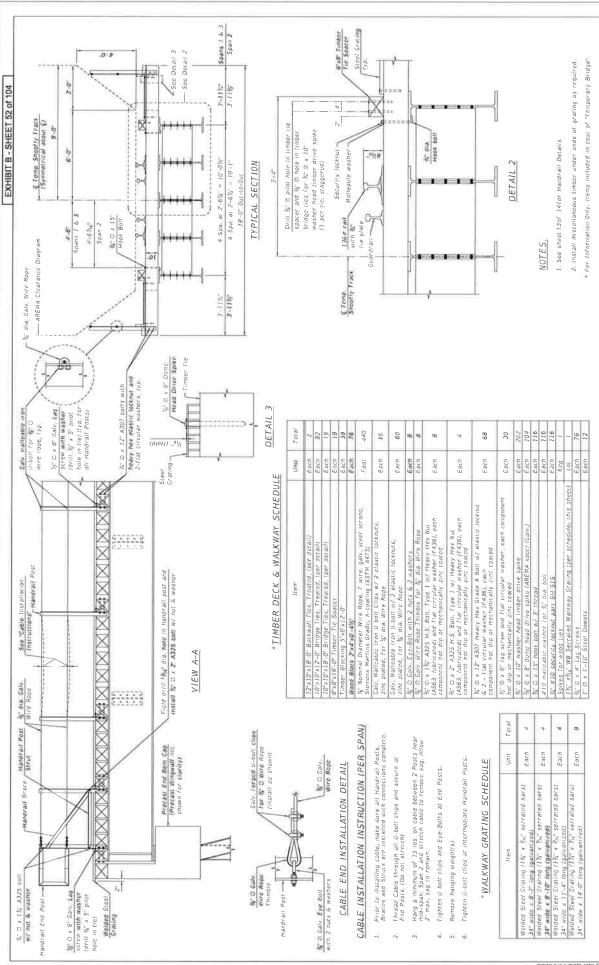












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PLOT SCALE * ED.0001*17* PARTICULAR - SAVARON

SECTION COUNTY TOTAL PREST

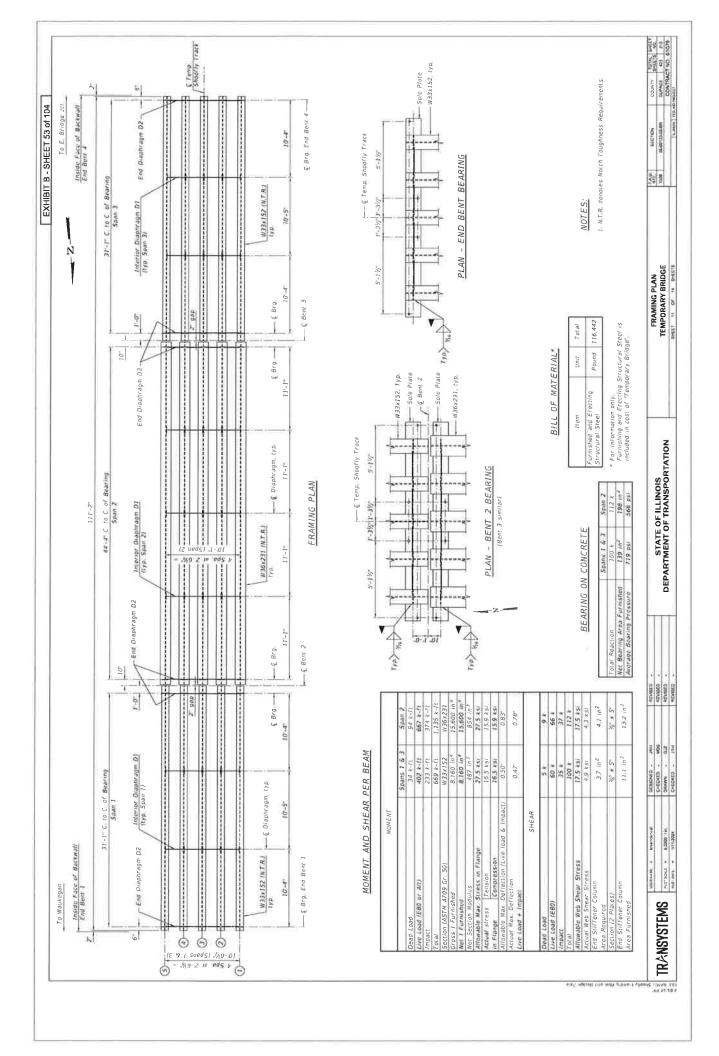
SECTION M-seribboom

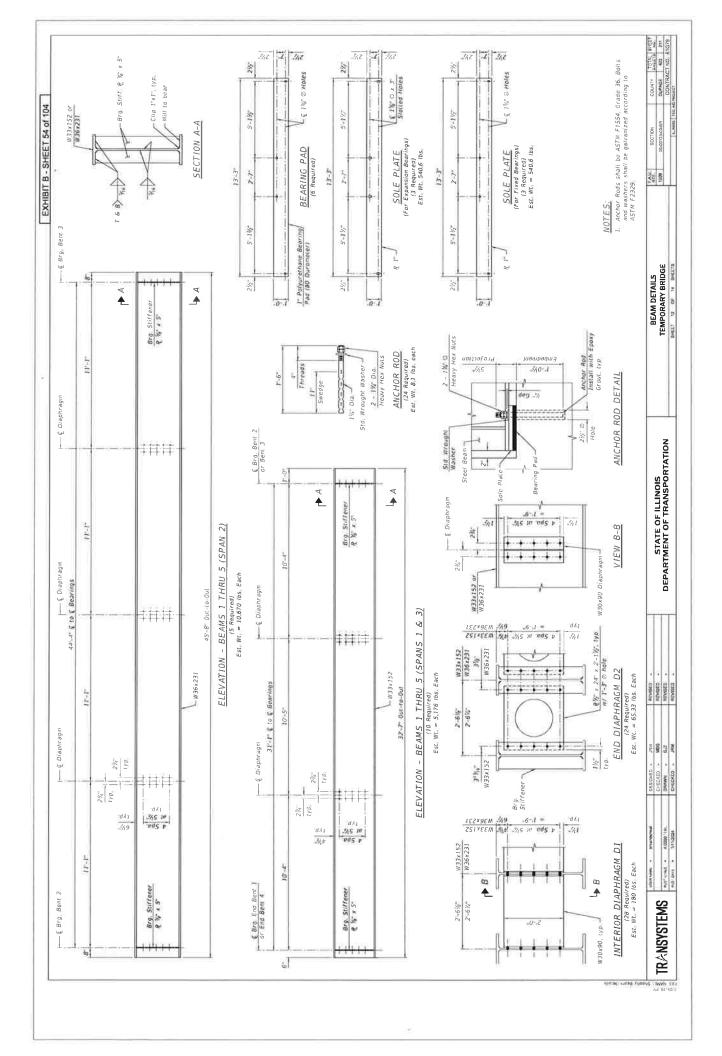
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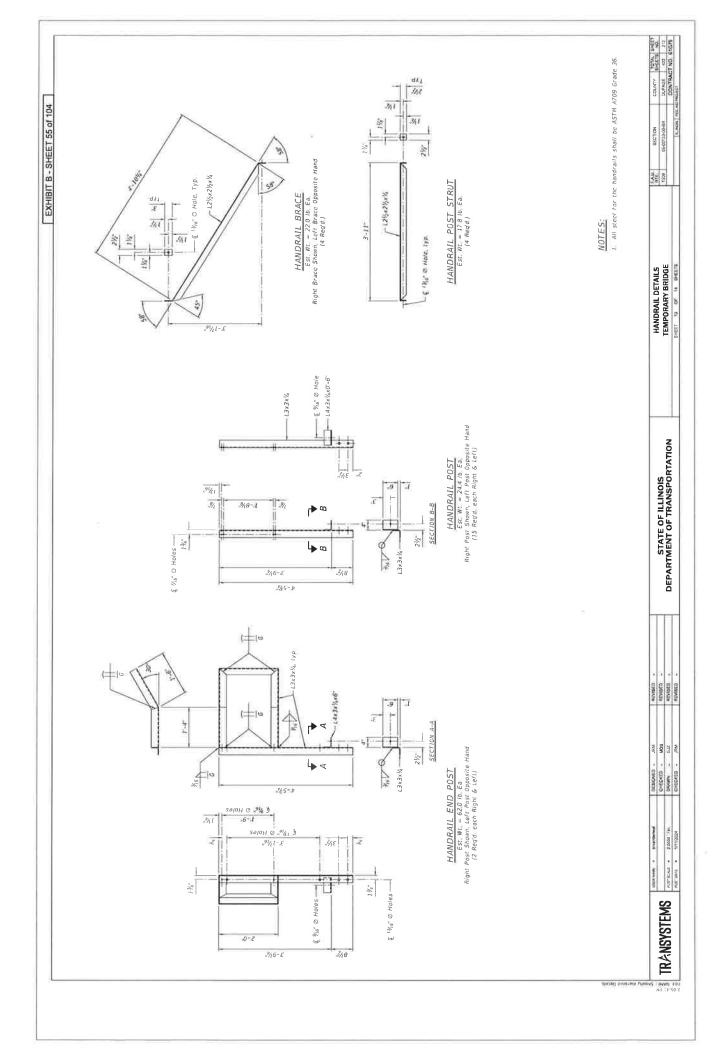
DECK SECTIONS AND DETAILS TEMPORARY BRIDGE

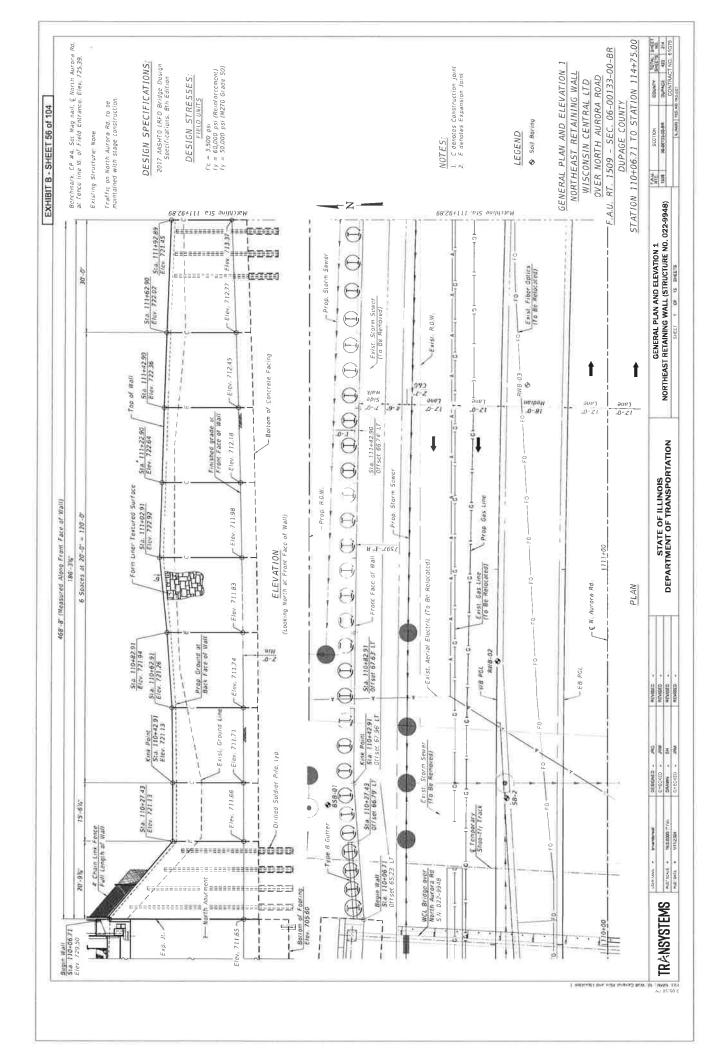
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

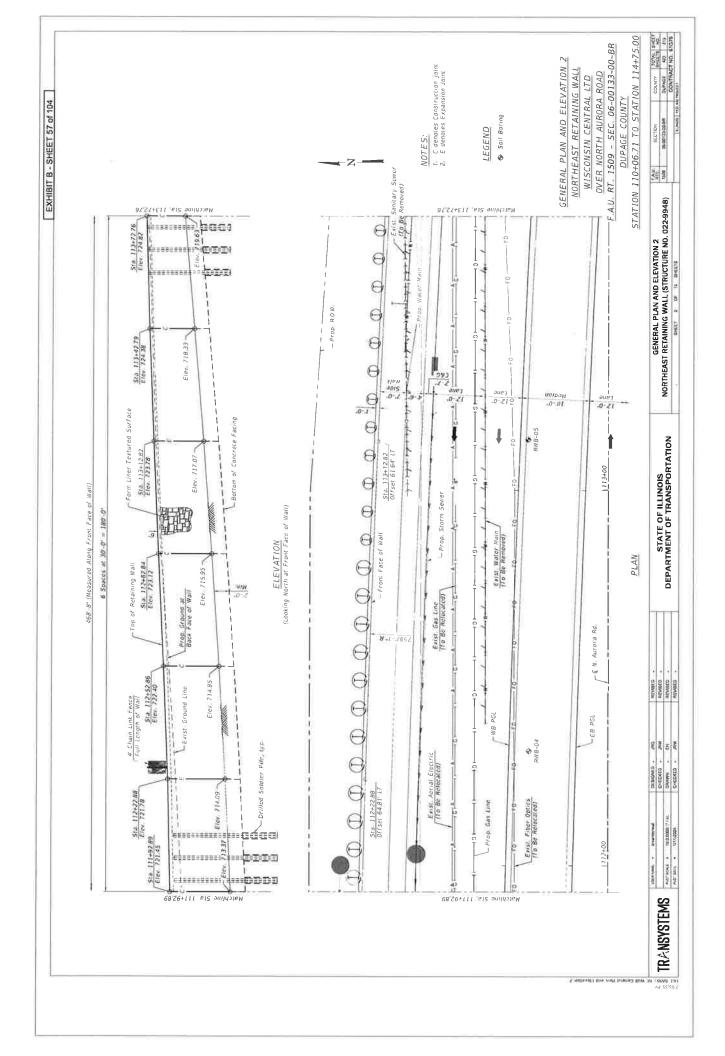
SHEET 10 OF SE SHEETS











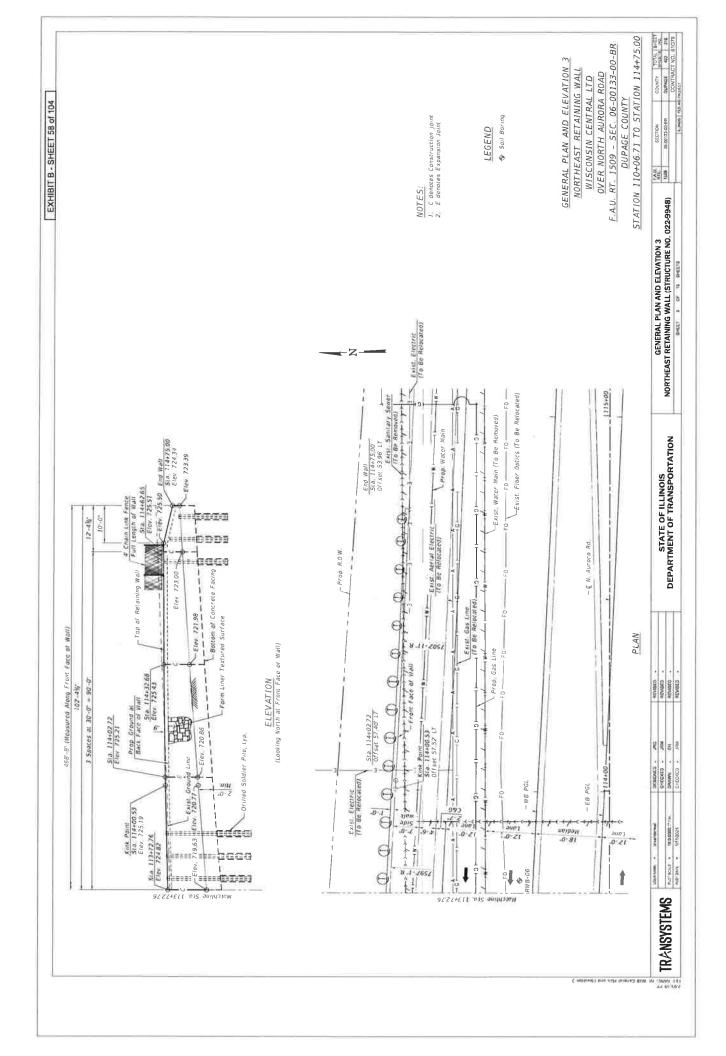


EXHIBIT B - SHEET 59 of 104

TOTAL BILL OF MATERIAL

Item	Unit	Total
Structure Excavation	Cu. Yd.	442
Concrete Structures	Cu. Yd	165.1
Form Liner Textured Surface	So Ft.	4.223
Stud Shear Connectors	Each	550
Reinforcement Bars, Epoxy Coated	Pound	17,400
Furnishing Soldier Piles (W Section)	Foot	2.825
Drilling And Setting Soldier Piles (In Soul)	Cu Ft	30,809
Untreated Trmber Lagging	Sa FL	3,205
Geocomposite Wall Drain	Sq Yd	240
Pipe Underdrains For Structures 4	Foot	469
Contrete Gutter, Type B	Foot	22
Chain Link Fence, 4" Attached To Structure	Foot	472

50. Ft. 3,991 Anti-Graffiti Protection System

INDEX OF SHEETS

The existing soil in the drilled soldier pile areas contains groundwater, Temporary casing is likely required for the construction of the drilled shafts, Sce Section 516 of the Standard Specifications for eirection on the use of temporary casing. The cost of temporary casing is included with Drilling and Setting Soldier Piles (In Soil),

Wall to be built along straight chords between soldier piles and constuction/expansion joints The Contractor is responsible for the design and performance of the timber lagging using in closs than a 3 inch nominal rough-sawn thickness and minimum allowable bending stress of 1,000 ps;

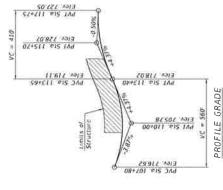
All Exposed concrete edges shall have a standard \mathcal{H}_i chamfer, unless otherwise noted, Soldier piles shall be cleaned and given one shop coat of Inorganic Zinc Rich Primer. Cost included with Furnishing Soldier Piles (W Section.) Anti-Graffiti Protection System shall be applied to exposed surfaces of the facing,

Wall stations and offsets are measured from the centerline of North Aurora Road to the front face of the concrete facing

Reinforcement bars designated (E) shall be epoxy coated.

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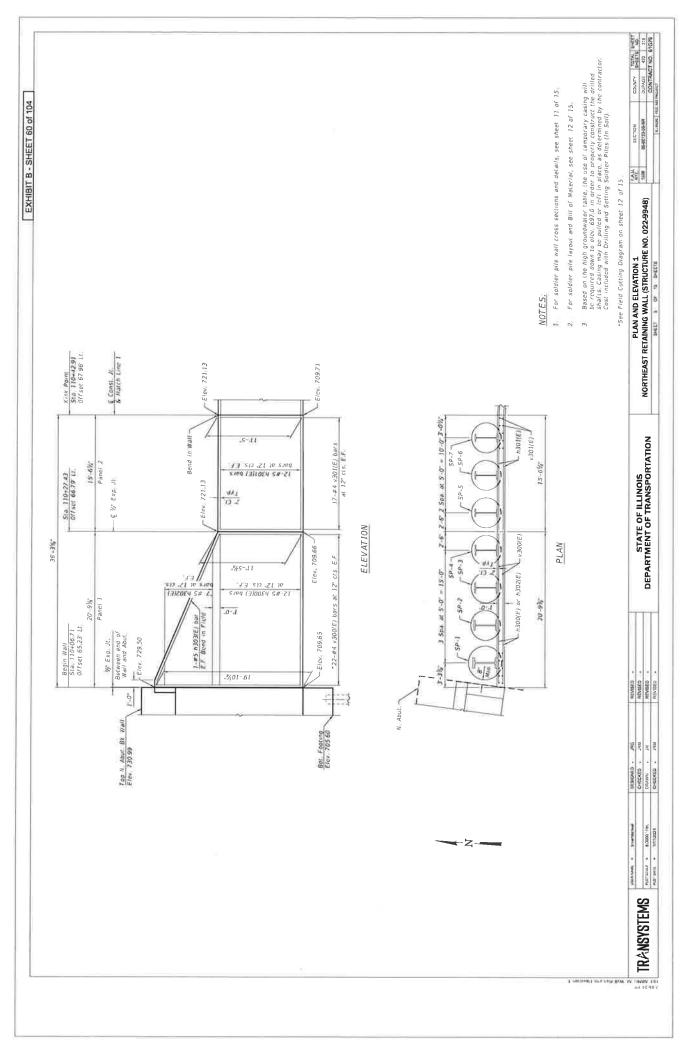
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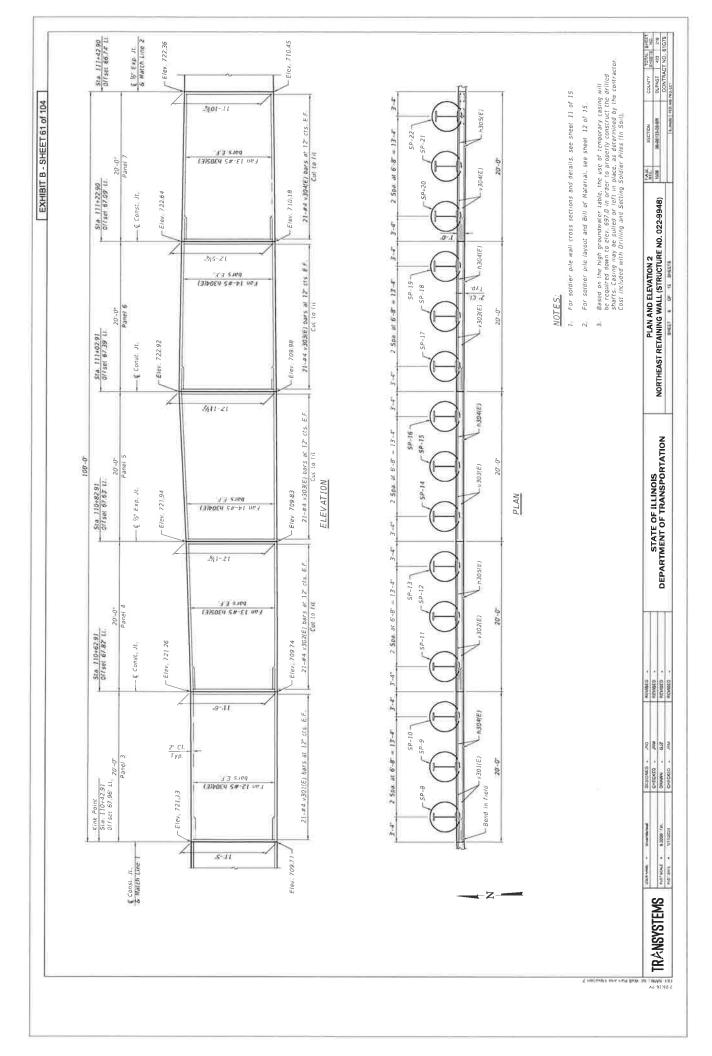
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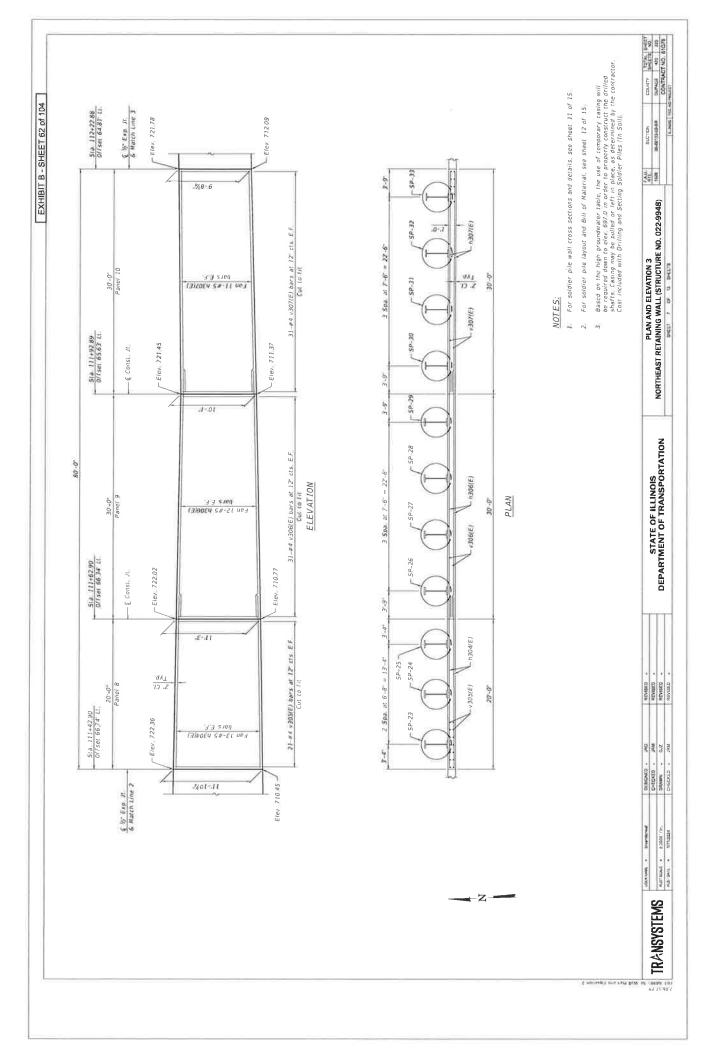
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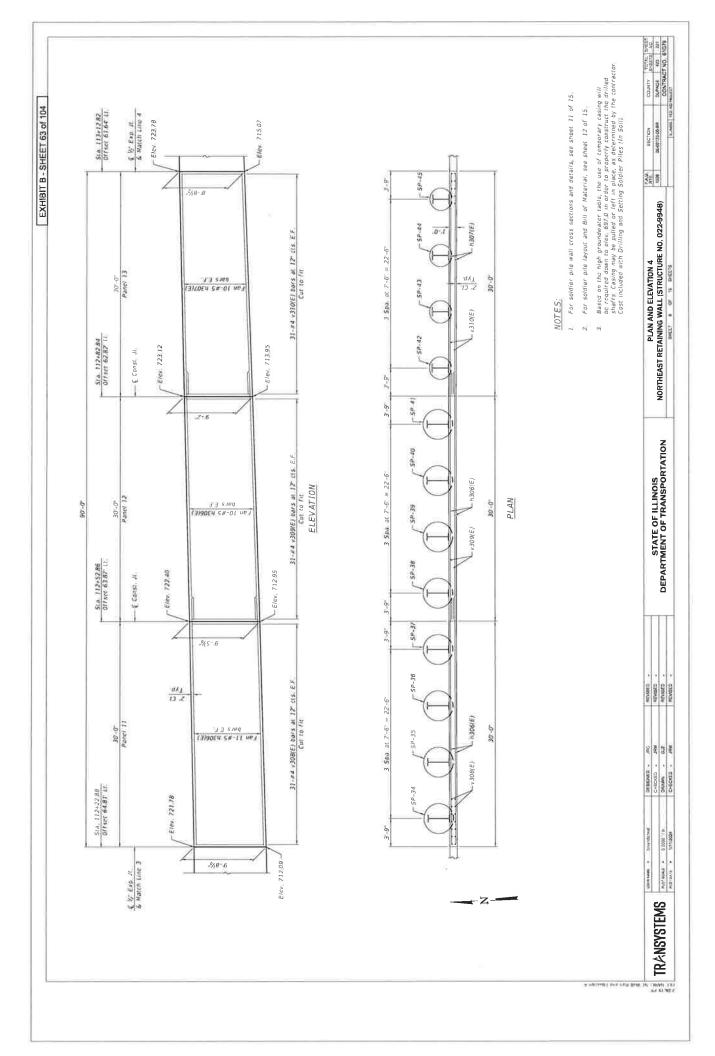
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GENERAL DATA	NORTHEAST RETAINING WALL (STRUCTURE NO. 022-9948)	BHET 4 OF 15 SHEETS

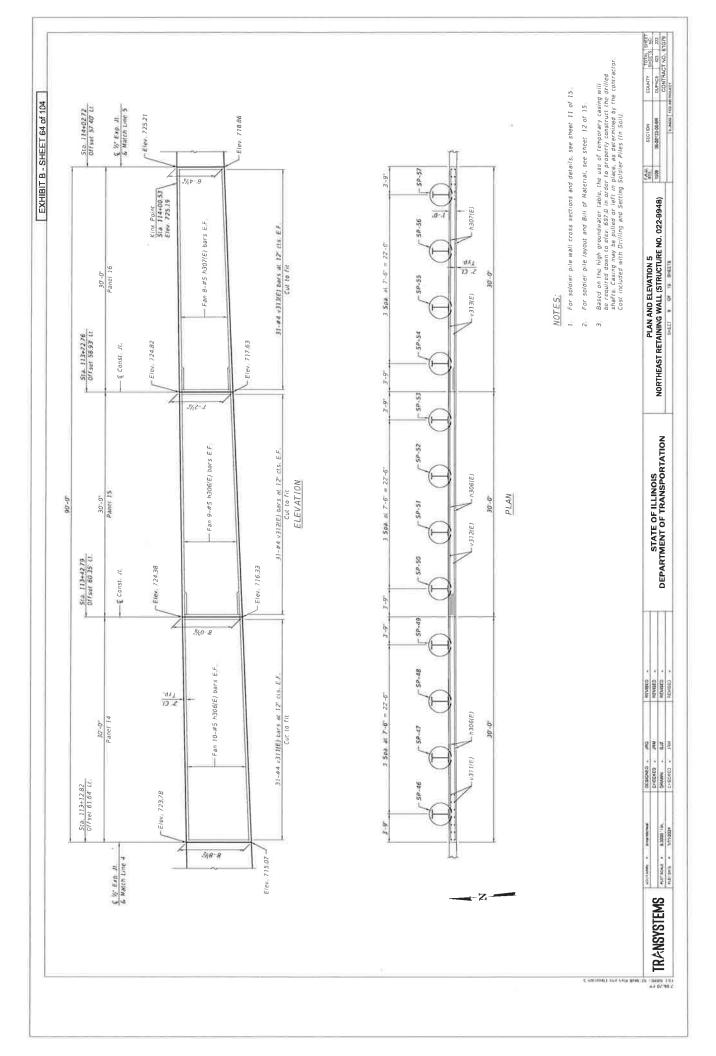
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OF 15 SHEETS		I S. MOSE, PULL	ACC PROJECT.		

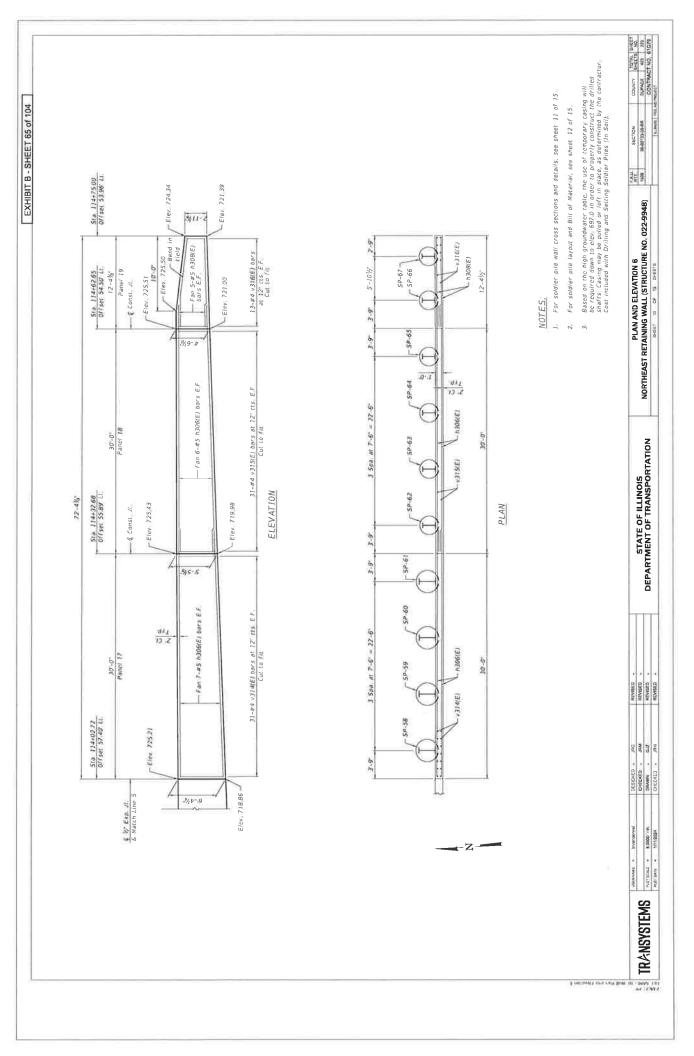












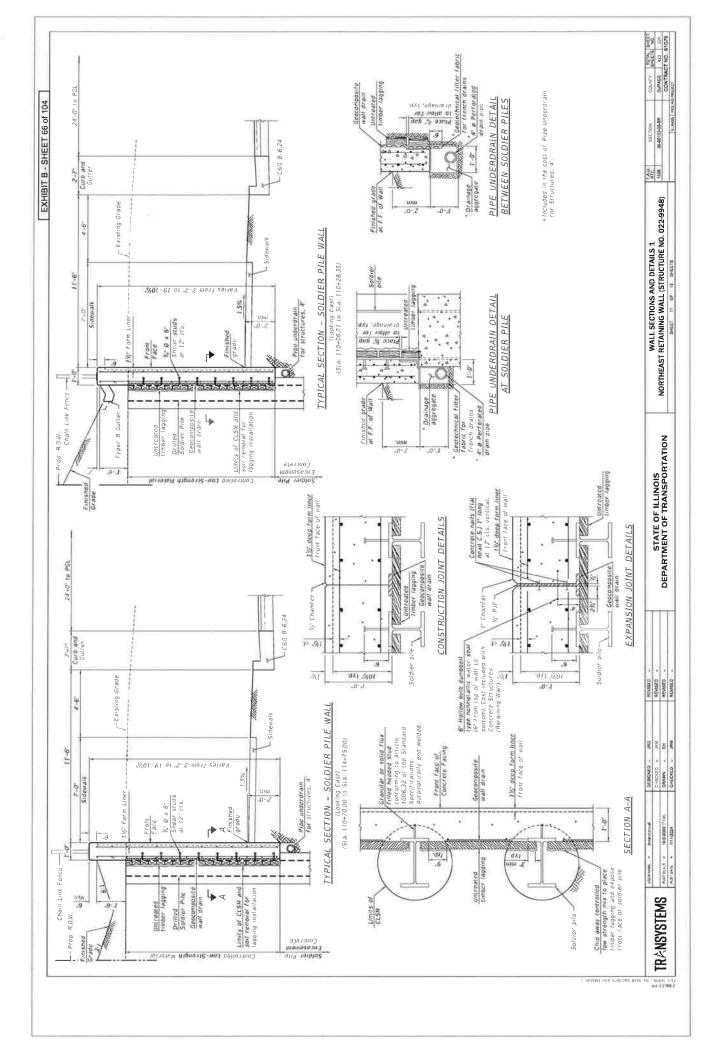


EXHIBIT B - SHEET 67 of 104

BILL OF MATERIAL

PILE SUMMARY

*Offset

Shape															ļ												071	77.0
Length	30-5	10-6	177	27.77	23-2	8-61	33-2	8-62	12-0	30.7"	11-11	11:-3	12-71	12-1	11.6	10-11	6-3	4	3-1-	8-10	4.0	7.6	21-9	5-9	5-1-	1.2	2	20.10
Site	4.5	#5	45	# 5	\$5	45	6.9	62	# 5	7.0	77.86	7.0	2.00	27.2	2.4	17 (4)	7.4	24	* #	17.7	2.0	*	THE REAL PROPERTY.	7.6	7.4	t to	4	
No.	24	24	1	7	306	25	130	58	10	32	3.6	42	84	45	42	29	29	62	29	29	62	62	62	62	29	36	Current September	AL W. Co.
Sar	h300/E)	h301(E)	h302%E)	h303/E)	h394(E)	h305(E)	h306(E)	h307(E)	n308(E)	v300(E)	V3011E)	v3027E)	v303/E)	v304/E)	v305/E)	V306/E)	v307(E)	#308(E)	#309(E)	VSTONES	(3)1(E)	1312/E)	v313/E1	v314(E)	v315/E)	v316rE)		31101010

			442	165.1	4,223	850	17,400	2,825	30,809	3,205	240	469	22	472	3,991
2-9	5-1-	2.2	Cu. Yd.	Cu Ya	Sq. Ft.	Each	Pound	Foot	Cu. Fl.	59. Ft	50 Yd	Foot	Foot	Foot	59. FL
2.5	2.4	7.0	no.	s	ts	5.10		Piles	l)ic	300100	Drain	or	De B	re	tion
62	52	56	Excavation	trutture	Texture	Connect	ent Bars	Soldier	d Setting cs (In So	Timber L	TIEW OF	drains f	utter, Ty	Fence, 4 Structu	ri Protec
 v314(E)	v315/E)	v316(E)	Structure Excavation	Concrete Structures	Form Liner Textured Surface	Stud Shear Connectors	Reinforcement Bars, Epoxy Coated	Furnishing Soldier Piles (W. Section)	Drilling And Setting Soldier Piles (In Soll)	Univested Timber Lagging	Geocomposite Wall Drain	Pipe Underdrains for Structures 4"	Concrete Gutter, Type B	Chain Link Fence, 4' Attached to Structure	Anti-Graffiti Protection System

Lap Lap
Bar #5(E)

1-2-1		
1-		
	1	
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	3	3

FIELD CUTTING DIAGRAM

Order h302(E) and v300(E) bars full langth. Cut as shown and use remainder of bars in opposite face,

	٩	89	Ü		u,	4
h302(E)	7	27.9	3.4	18-5	3.4	18-5
√3000E1	22	30-7	11.2	19-61	17.7	19-6

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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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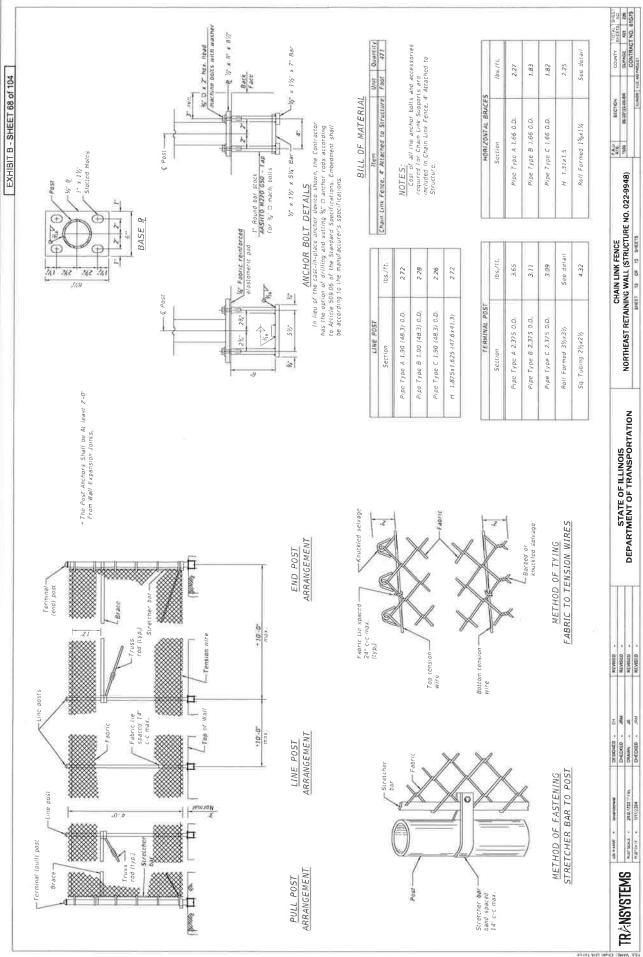
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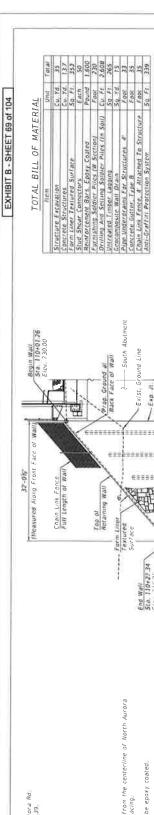
TRANSYSTEMS

WALL SECTIONS AND DETAILS 2	NORTHEAST RETAINING WALL (STRUCTURE NO. 022-9948)	SACT 12 OF 15 DATES
	NORTHEAST	

CTURE NO. 022-9948) 1109 04-0113-00-88 0LINGE 423 373	ETAILS 2	PAU.	SECTION	COUNTY	SHEETS	SHEET
	CTURE NO 022-9948)	1300	36-40133-00-8N	DUMAGE	633	323
	(O. O.		CONTRA	CT NO.	61379	



Martin 4 1/11/234



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

Existing Structure None

Traffic on North Aurora Rd to be maintained with stage construction

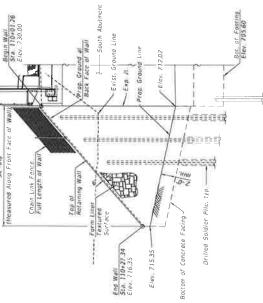
GENERAL NOTES

- It Wall stations and offsets are measured from the centerline of North Aurora Road to the front face of the concrete facing.
- Anti-Graffiti Protection System shall be applied to exposed surfaces of the facing

Reinforcement bars designated (E) shall be epoxy coated

N

- Soldier piles shall be cleaned and given one shop coat of Inorganic Zinc Rich Primer Cost included with Furnishing Soldier Piles (W Section).
- All exposed concreted edges shall have a standard 34" chamfer,
- For Chain Link Fence details, see sheet 226 of 423
- The Contractor is responsible for the design and performance of the timber lagging using on 15 or 15 o
- The existing soil in the drilled soldier pile areas contains groundwater, Temporary casing is likely required for the temstruction is the drilled shafts. See Section 516 of the Standard Specifications for direction on the use of temporary casing. The rost of the temporary casing is included with Drilling and Setting Soldier Piles (In Soil).



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

 $fc = 3,500 \text{ ps}_1$ $fy = 60,000 \text{ ps}_1$ (Reinforcement) $fy = 50,000 \text{ ps}_1$ (M270 Grade 50)

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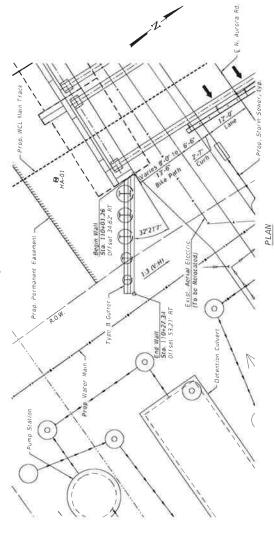
DESIGN STRESSES:

General Plan and Elevation Plan and Elevation Viall Sections and Details

INDEX OF SHEETS

ELEVATION

(Looking South at Front Face of Wall)



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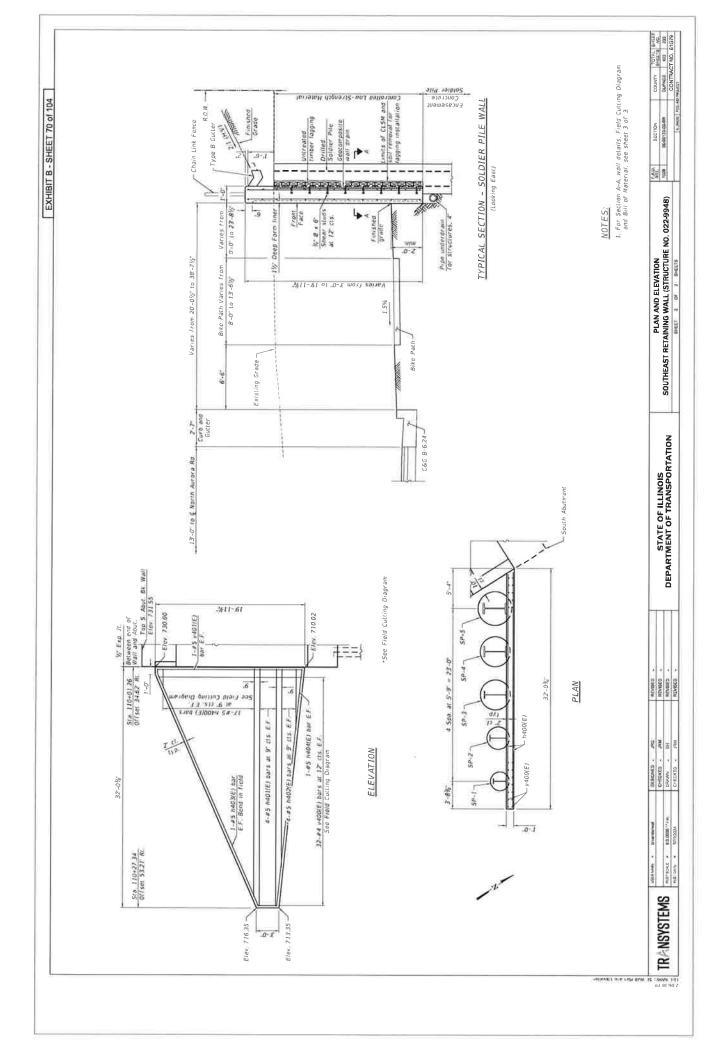
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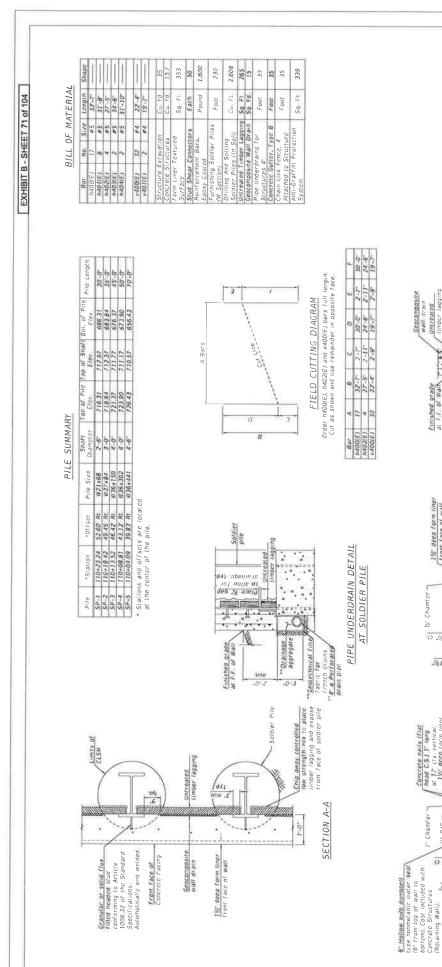
GENERAL PLAN AND ELEVATION SOUTHEAST RETAINING WALL WISCONSIN CENTRAL LTD OVER NORTH AURORA ROAD

STATION 110+0126 TO STATION 110+27.34 F.A.U. RT 1509 - SEC 06-00133-00-BR DUPAGE COUNTY

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SECTION COUNTY TOTAL SPEET	DN STATES		LASS REASON NO. 5712/9
CENEDAL DI ANI AND CI CANTIONI	GENERAL TENN AND ELEVATION	SOUTHEAST RETAINING WALL (STRUCTURE NO. 022-9948)	\$100 t to t 1088
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	'NY		800		
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CONSTRUCTION JOINT DETIALS		STATE OF ILLINOIS	DEPARTMENT OF TRANSPORTATION		
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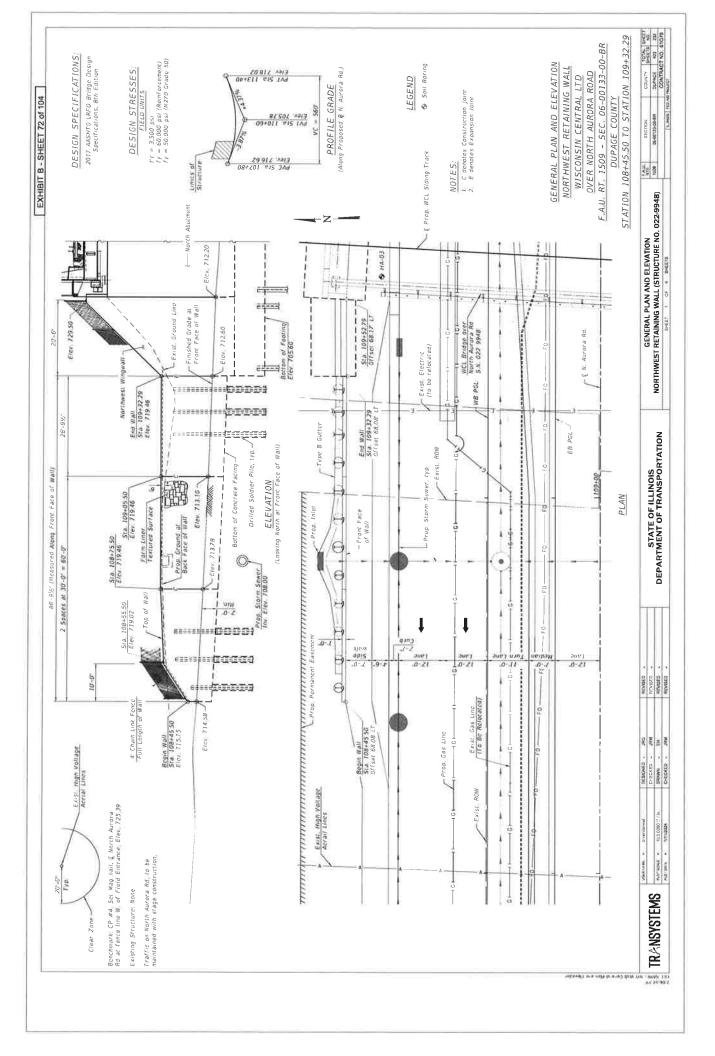


EXHIBIT B - SHEET 73 of 104

TOTAL BILL OF MATERIAL

GENERAL NOTES:

- Wall stations and offsets are measured from the centerline of North Aurora Road to the front face of the concrete facing.
- Reinforcement bars designated (E) shall be epoxy coated

7 W 4

- Anti-Graffiti Protection System shall be applied to exposed surfaces of the facing
- Soldier piles shall be cleaned and givon one shop coat of Inorganic Zinc Rich Primer. Cost included with Furnishing Soldier Piles (W. Section).
- All Exposed concrete edges shall have a standard 34" chamfer, unless otherwise noted.
- For Chain Link Fence details, see sheet 226 of 423. 9 7

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- The Contractor is responsible for the design and performance of the timber lagging using oness than a 3 inch nominal rough-sawn thickness and minimum allowable bending stress or 1,000 Psi.
- The existing soil in the drilled soldier pile alreas contains groundwater. Temporary casing is likely required for the construction of the drilled shafts. See Section 516 of the Standard Specifications for driection on the use of temporary casing. The cost of temporary casing is included with Ortifling and Setting Soldier Piles (in Soil). œ.

Cu. Yg. 72 Sa. Yg. 247 Sa. Yg. 247 Sa. R. 622 Each 79 Found 2220 Cu Ft. 2648 Sa. Yt. 499 Sa. Yt. 499 Foot 87 Foot 87 Foot 87 So. Ft. 578 Coccomposite Wall Drain Pipe Underdrains For Structures 4" Fool Chain Link Fence 4 Attached To Structure Fool Chain Link Fence 4 Attached To Structure Fool Umit Structure Excavation Connecte Structures Connecte Structures Stud Shaar Connectors Stud Shaar Connectors Reniforcement Bases, Epoxy Coated Reniforcement Bases, Epoxy Coated Purnishing Soldier Piles (W Section) Drilling And Setting Soldier Piles (In Soil) Item

INDEX OF SHEETS

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

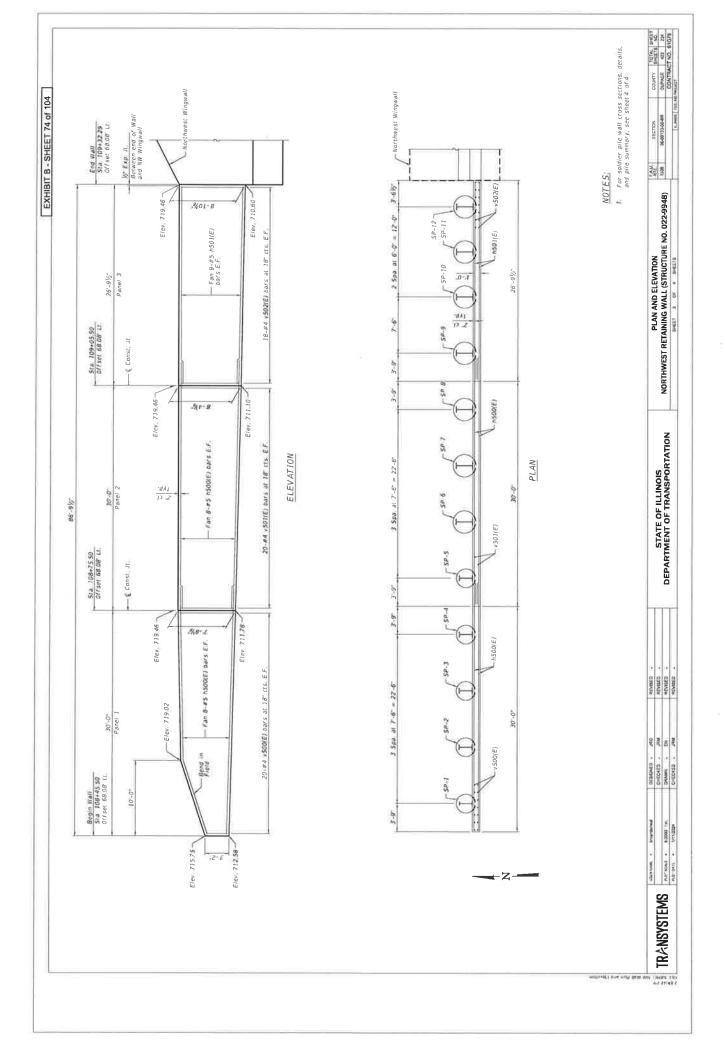
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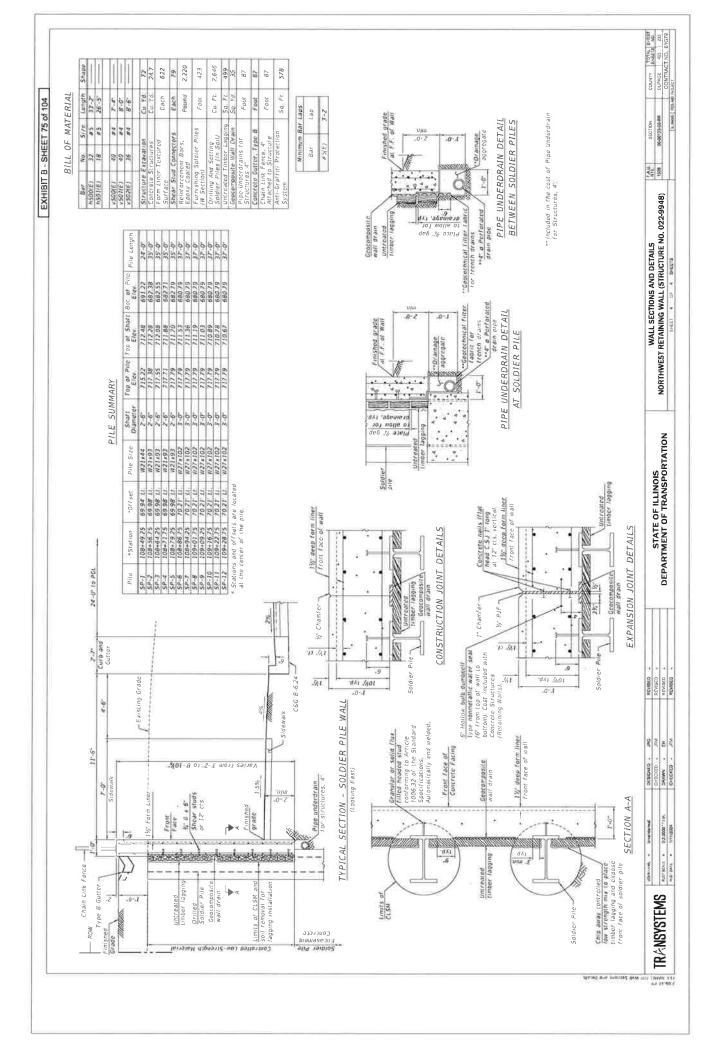
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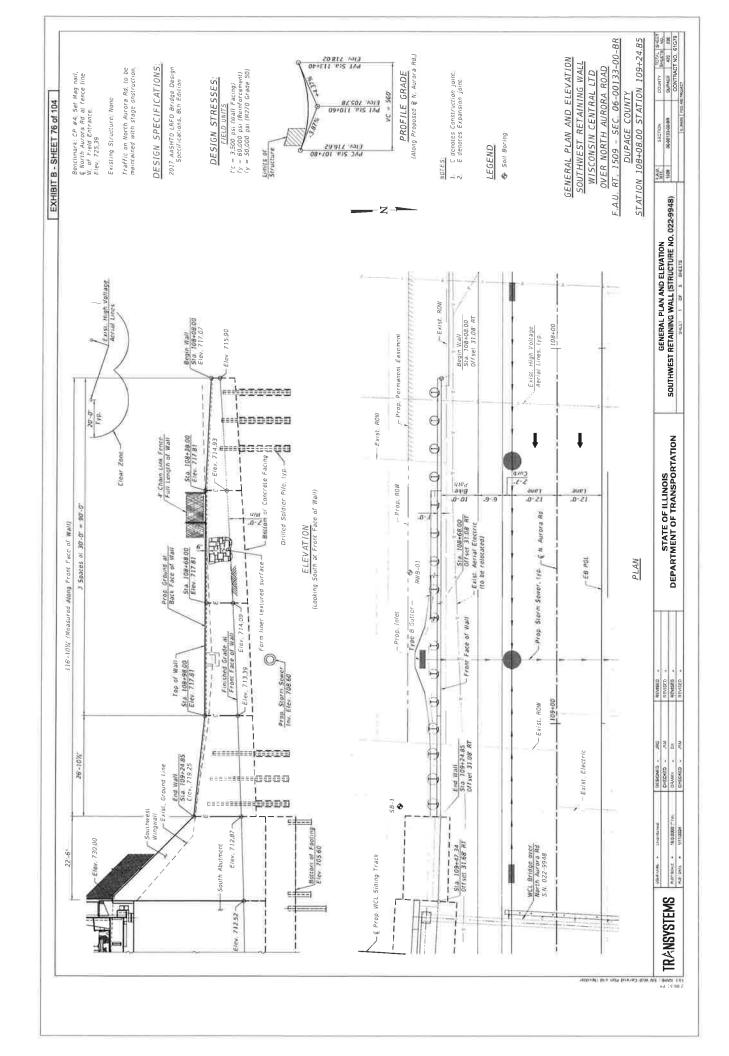


EXHIBIT B - SHEET 77 of 104

Wall stations and offsets are measured from the centerline of North Aurora Road to the Front face of the concrete facing

GENERAL NOTES:

- Reinforcement bars designated (E) shall be epoxy coated.
- Anti-Graffiti Protection System shall be applied to exposed surfaces of the facing

3 2

4 5

- Soldier piles shail be cleaned and given one shop coat of Inorganic Zinc Rich Primer. Cost included with Furnishing Soldier Piles (W Section).
- All Exposed concrete edges shall have a standard \mathcal{H}^{*} chamfer, unless otherwise noted,
- For Chain Link Fence details, see sheet 226 of 423 9
- The Contractor is responsible for the design and performance of the timber lagging using no less than a 3 inch nominal tough-sawn thickness and minimum allowable bending stress or 0 isoo pai. 7
- The existing soil in the drilled soldier pile areas contains groundwater. Temporary casing is likely required for the construction of the drilled shalts. Sec Section 516 of the Standard Specifications for direction on the use of temporary casing. The cost of temporary casing is included with Drilling and Setting Soldier Piles (in Soil). 00

TOTAL BILL OF MATERIAL

Item	Unit	Total
Structure Excavation	Cu Yd	73
Concrete Structures	Cu. Yd	24.5
Form Liner Textured Surface	50. Ft.	603
Stud Shear Connectors	Each	72
Reinforcement Bars, Epoxy Coated	Pound	2,390
Furnishing Saldier Piles (W Section)	Foot	504
Drilling And Setting Soldier Piles (In Soil)	Cu. Ft.	2,929
Untreated Timber Lagging	So. Ft	452
Geocomposite Wall Drain	Sq. Yd.	36
Pipe Underdrains For Structures 4"	Foot	117
Concrete Gutter, Type B	Foor	117
Chain Link Fence, 4" Attached To Structure	Foot	117
Anti-Graffiti Protection System	Sa. Ft	544

INDEX OF SHEETS

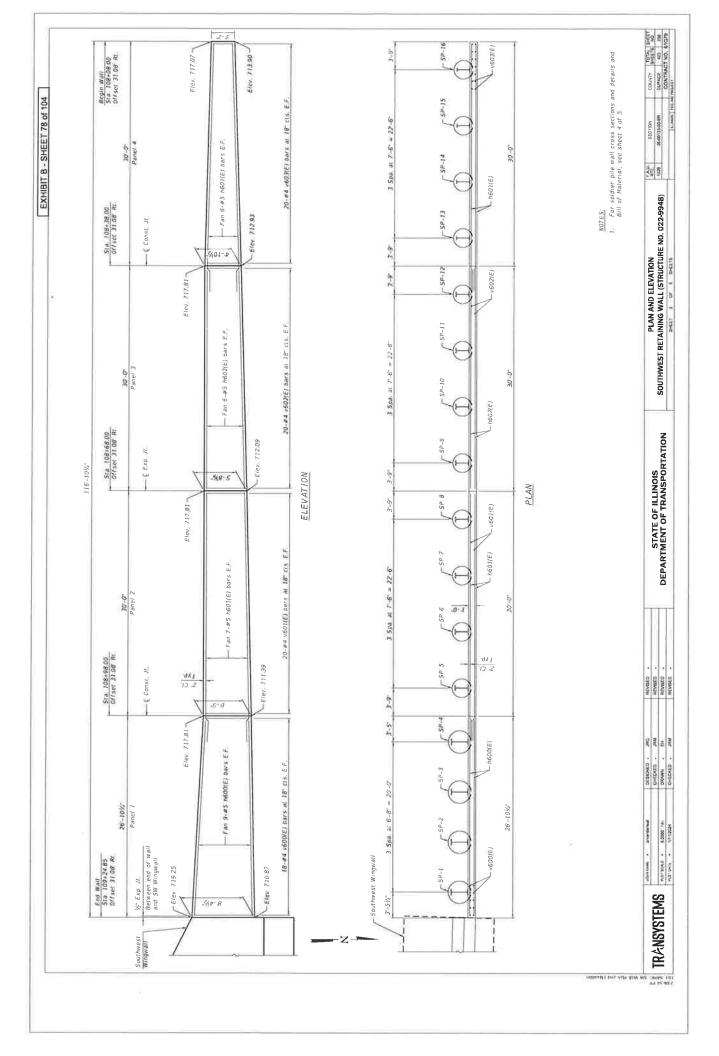
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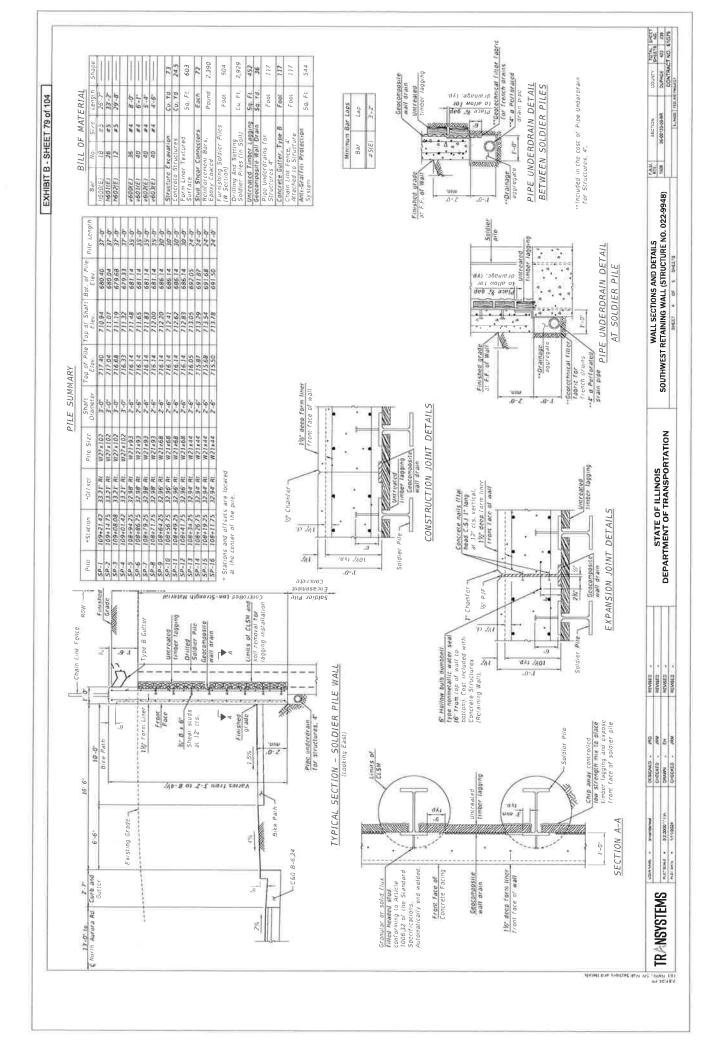
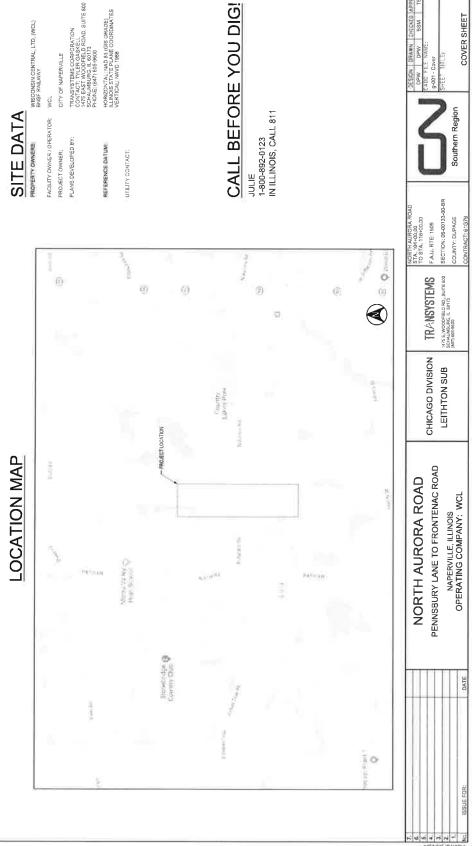


EXHIBIT B - SHEET 80 of 104



NAPERVILLE, ILLINOIS

NORTH AURORA ROAD UNDERPASS WIDENING & BRIDGE MODIFICATIONS



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EXHIBIT B - SHEET 81 of 104

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- RALIROAD'MAY BE USED IN PLACE OF "MCL AND BASE", FOR EXAMPLE, "RALIROAD SICHALSESHALL APPLY TO WELL SICHALS AND BASE SIGNALS.
- WORK THAT REQURES COORDINATION OR APPROVAL OF THE "RAILROAD" SHALL REQUIRE COORDINATION OR APPROVAL. TROM BOTH WELL AND BNST, OR A PARTY DISIGNATED TO REPRESENT BOTH WELL AND BNSE.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGLEATIONS AND THE SPECIFICATIONS FOR THIS CONTRACT.
- ALL CONSTRUCTON ACTIVITIES SWALL BE SCHEDLED AND COORDINATED THROUGH THE ENDYEER INCLUDING THE WARROLS ACHIVANAES, AGREEMES, AND CHINATES AND WAIL BE ARRESTED BY THE SWARLS. ALCOHOLDED PERMITS ACCIDING "A MILLOW BE ARRESTED BY THE CONTRIBUTION CONTROL SHELF OF THE ARREST OF THE CONTRIBUTION CONTROL SHELF OF THE CONTRIBUTION CONTROL OF THE CONTROL OF
- REGIONAL AND WETELL CONTROL POINTS ARE DINIFED IN THE CONTACT DOCUMENTS, IT SHALL BE THE CONTROL OF SECRETARION OF DINIES THE SCOTTES MOLUCED IN THE CONTROL POINT OF SECRETARIONS, THE CONTROL POINT OF SECRETARIONS, THE CONTROL POINT OF SECRETARIONS, THE CONTROL OF SECRETARIONS, THE CONTROL OF SECRETARIONS, THE CONTROL OF SECRETARIONS, THE CONTROL OF SECRETARIONS, THE CONTROL OF SECRETARIONS, THE CONTROL OF SECRETARIONS, THE CONTROL OF SECRETARIONS, THE CONTROL OF SECRETARIONS, THE CONTROL OF SECRETARIONS.
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 - POSITIVE DRANACE WLST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION TO PREVENT PONDING OF WATER,
- CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING PLAN TO THE ENGNEER TOR APPROVAL PRIOR TO CONSTRUCTION, ANY MODIFICATIONS TO THIS PHASING PLAN SHALL BF SLIBMITTED TO THE PRICINERS FOR APPROVALUE.
 - 10. LIMITS OF CRADING AS SHOWN ON THE PLANS ARE APPROXIMATE.
- HE THE CONTRACTOR SHALL BECOME TAMEBATHE FOLS ATOM OUTLINNG PROGROUPS FOR LOCATING JELIES BY HAND EXCAMATION AND COMPLY WITH ITS DREETING.
 - 12. THE CONTRACTOR SHALL PROTECT ALL RALROAD SIGNAL FACILITIES IN PLACE.
- THE CONTRACTOR SHALL FELD VERFY ALL DMENSIONS FOR CONCLICTS WITE EXISTING UITLITES, SIGNAL CHBLES / LODBARNI, MANAYOR DIVEN THAN THAN WIGHT WARR CONSTRUCTOV ACTIVITIES, INCONSISTABLIS FOUND SHALL BL. REPORTED 1'0' HE KNARER,
- M. REPARKS TO FACHILES NITENDED TO REAMN IN PLACE SHALL BE MADE BY THE CONTRACTOR AT THE CONTRACTORYS EXPENSE JAILESS OF AERWISE STATED BY THE ENGINEER.
 - 15. FINAL PLACEMENT OF EXCAVATED EXCESS MATERIAL TO BE DETERMINED BY THE ENGINEER,
- IG. DW-SITE DONSTRUCTION BY OTHERS INCLUDING ROUTINE MAINTENANCE WORK, IRAINROAD FORECS, FRER OPTIC UTLITIES, TICL MAY NOCHE UDING IT TO KNORTICITION TRAFROOT OF THIS CONTRACT. IT TO KNITACION STORMED TO STORM
- BER TREFET DISPUTOUS SHALL BE KET TO A MINIMALD DISPUTODS IN PRULITARFIC THAT MAY BE REQUIRED SHALL BE COMMUNED WITH THE ENGLISHED SHALL BE COMMUNED WITH THE ENGLISHED SHALL BE COMMUNED WITH THE ENGLISHED SHALL BE COMMUNED WITH THE SHALL BOTH SHALL BE UNDER HE ALMEDIAL AND ONERLE COVINCIO OF THE
- APPROVAL WORK AFFECTING THE A
- 19. THE CONTRACTOR SHALL NOT PLACE MATERIAL AND/OR EDUPNENT WITHN 25 FEET OF AN ACTIVE TRACK AT ANY TIME WITHOUT PRIOR APPAGVAL OF THE ENGINEER.
- 20. ALL WORK SMALL BE CODRIGHTED WITH FARLPOINTS SIGNAL ENCINEER 2. SIGNAL FORCES THRU THE ENCINEER, WORK WILL BE SEASED "O JUMINAIN IN FOLKING CONTROLLED FRAINT OF ENCINEER OF PROPER CONTROLLING IN NO ENGINEER OF SMALL STAND SMALL OF ALL BOOK STOCKE, BANK WAS AN FORCED. A MAY REAL BITCOL FORMAL OF RALL BOOK SCHOOL SCHOOL TOOK THE LOCATION TO COMPANIE CHARLES AND SMALL TOOK THE LOCATION TO COMPANIE CHARLES AND SMALL SMA TRACK WHICH IS OUT OF SCRWICE FOR A GIVEN PERIOD OF TIME; DEFINITIONS: A, TRACK DUTAGE:
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HAEK DN WHICH IHAINS ARE DPERAIND AND INLER-UPTION OF SERVICE MAY OCCUR DN.Y WITHIN AN APPROVED "MINDOW", AS DEFINED BELOW.

- 22. SKOWL LOCATIONS ARE SHOWN ON THIS PLAN FOR REFERENCE SIGNAL LOCATIONS SHOULD BE CROSS REFERENCED AND CONFIRMED WITH THE PROJECT SIGNAL PLANS AND RALROAD SIGNAL PERSONNEL PRIOR TO THE START OF CONSTRUCTION.
- 2.3. IN THE LEY'S THE CONTROL SE A FE STORM PRESENCES THE SEARCH SETTING THE TANKS WE BE PRINTED CONTROL ON ANY MARKS IN "THE PLANS OF LARDES SES DARLY FOR STANKS ON PRINTEDIDS IT SHALL BE THE CONTROL OF STORM OF ANY MARKS IN "THE TANKS OF LARDES SES DARLY FROM THE WARRENING CONTROL IN THE TANKS OF TH
- CONTRACTOR SHALL PROVIDE ALL LAYDON AND COMSTHUCTION STARMS, FOR THE ENTRY PRODEDLYIN SHALL BE THE CONTRACTOR CONTRACTORS SESTIMATION AND PRESERVE ALL STAKES AND STHER MARKS ESHABLISHED, LAYTL AUTHORIZED TO RECEIVE FIRST
- 22. H. COUNTRY, W. SCALL, VARIENCE, M. M. COUNTRY, M. M. M. CALLINGS, M. M. M. SENDANDO, FLORIESTS, MITHAT PRODUCTION OF A SENDANDO STATE OF A SENDAND MAN AND A SENDAND MA 26. PPES AND CLUVERIS TO BE ABANDONES SHALL BE CAPPED OF BLIK HEADED AT EACH RESPECTIVE LOCATION AND FLLED. ALL ADANDONID DIMANAGF FACILITIES WILL BF PECORDED ON ASHIDLE TRANSMUSS.
 - 27; UTLITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS, LOCATIONS SHOWN ON PLANS ARE APPROXIMATE AND SLOBECT TO FELD VERFICATION.

28. AS AMOUNTED ON THE DAYLANGS, THE PROJECT SITE & TRAVERSES) BY AVAIDED, AND THE PROPERTY OF THE TRAVENSION OF STATE IN THE PROPERTY OF THE TRAVENSION OF STATE IN THE PROPERTY OF THE TRAVENSION OF STATE IN THE TRAVENSION OF TH

- 29, STADMAD WETHOOD AND RECENSOR MULLIAGE AS OF THE DATE OF THESE DRAWNUS HAVE BEEN LILLED TO CONFIRM THE EXISTENCE OF UTILIES SERVING TO HASED REMANGIAL HE MORED LOCKATIONS. THE STATE HER PROPADAIRS: AND MAY NOT BE ACCOUNTED, AS COASTAD AND DEFEND AND DEFENDED HAVE TO HER CONSTRUCTION STODE FALL UTILIES IN THE VIDIAL OF SEAL DEFENDENCES AS MACHORITY OF REAL CONSTRUCTION, HE ENDIRECT SANT BE NOTIFED.
- 30_THE CONTRACTOR SHALL ENSURE THAT REQUIRED NOTHICKATION IS PROVIDED TO APPAGRIATE UTLITY COMPANES PRIOR TO EXCANATION OR OTHER WORN WHICH MAY AFFICE UTHLIFF COMPANY FACETIFS.
- 34. IN PROJECT CONTRACTOR SHALL NOTOT THE TALL BREAM TOO DOTONE-CALL CINIER AT LINE STAN IDVAL PROME NUMBER, ON MAKE AN DIVERER SHOUS AT A THANGEL RIGHOOM, IN LESST THREE CONTROL BROKESS TON SHE FOUND WHEN CONTROL WITH A DIVERSE AND THANGE THE CONTROL SHE CONTROL FOR THE SHALL SHE CONTROL FOR THE SHOP THE CONTROL FOR THE SHALL SHE CONTROL FOR THE SHOP THANGE THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN THE CONTROL FOR THE SHOP WHEN T
 - 32, FIBER OFTIC CABLES AND MARKERS SHALL BE PROTECTED IN PLACE BY CONTRACTOR UNLESS OTHERWISE NOTED, ALL RELOCATION/PEMOVAL OF FIBER OFTIC CABLES DR MARKERS TO BE PER THE OWNER'S FORCES.
- 33.4 AL DOMESTOR WINDOW AND AN AUTHOR SERVICES OF THE THREST STOCKED SERVICES OF THE STATE OF TH
 - 34. LIMEAL FOOT VERSUBENENTS SHORM ON THE PLANS ARE HORIZONTAL MEASUREMENTS, NOT SLOPE MEASUREMENTS, ALL PAYMENTS SHALL BF MADF ON HORIZONTAL MEASUREMENTS.
 - 55, BL. COMIRACIOR SYALL DL RESPONSIBLE FOR REPARANG AT HIS EXPLASE ANY LXISTING JILITIES DAMAGLU DURMG CONSTRUCTOR.
- 36, CLEARND AND CRUBBING OFERATIONS AND DISPOSAL OF ALL DEBRIS THEREFROW SHALL BE PERFORMED BY THE CONTRACTOR IN SIRICI ACCORDANCE WITH ALL STATE AND LOCAL CODES AND ORDMANCES.
- 37, ALL EXCAVATION SHALL BE UNCLASSIFIED, ND SEPARATE PAYMENT WILL BE MADE FOR ROCK EXCAVATION,
- 38, THE CONTRACTOR SHALL CONTROL THE EROSION AND SLITATION DURING ALL PHASES OF CONSTRUCTION AND KEEP THE STREETS GLAN OF MID AND DEBRIS. 39, THROUCHOUT THE PLANS, THERE ARE TERNS THAT REFER 130T PAY ITEM DESCRIPTIONS, THESE ARE AS FOLLOWS:

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SELECT VALERAL	STONE RIPHAR, CLASS ALG:
A. I FACE	PERMITTY ENGLY BESIDER

NBRIDGE CROSSING REQUIREMENTS

- THE ENABLIGE 34 PIPELINE SHALL SE PROFFCTED IN PLACE ACCORDING TO FABRICE SPECIFICATIONS AND STANDARDS, COST OF THIS WORK SHALL BE INCLUDED IN THE COST OF THE CONTRACT.
- EXACT CROSSING LUCATION SHALE BE SUBMITTED TO AND REVIEWED BY ENBRIDGE PRIOR TO CONSTRUCTION.
- CROSSINGS SHALE OCCUR AS CLOSE TO 90 DEOREES TO PIPLEINE AS POSSIDEE,
- - STATEM ST. DELIMENT WITH THE MEMBERS PRELIARS STATEMENT OF BEINNESSEN OF THE RECEIVED.

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 - ALL OTHER ENBRIDGE REQUIREMENTS APPLY, AS STATED IN THE ENBRIDGE GLR CROSSING REQUIREMENTS DOCUMENT.

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No	ISSUE FOR:	DATE

PENNSBURY LANE TO FRONTENAC ROAD NORTH AURORA ROAD NAPERVILLE, ILLINOIS OPERATING COMPANY: WCL

1475 E. WOODFIELD RD. SUITE 600 SCHAUMBURG IL. 60173 (947) 605-9600 TRANSYSTEMS CHICAGO DIVISION **LEITHTON SUB**

SECTION: 06-00133-00-BR NORTH AURORA ROV STA, 104+00.00 TO STA, 118+00.00 F A U, RTE: 1509

ONTRACT: 61G79

COUNTY: DUPAGE

Southern Region

DPW DPW BSM CADD FILE NAME:

G-003