

PENTAMATION - FINANCIAL MANAGEMENT SYSTEM  
DATE: 04/12/18  
TIME: 14:45:40

CITY OF WEST CHICAGO  
CASH REQUIREMENTS BILL LIST

PAGE NUMBER: 13  
ACCTPAY1  
ACCOUNTING PERIOD: 4/18

SELECTION CRITERIA: payable.due\_date='20180416 00:00:00.000'  
PAYMENT TYPE: CHECKS ONLY

FUND - 43 - COMMUTER PARKING FUND

DEPT-DIV	ACCOUNT	-----TITLE-----	-----VENDOR-----	P.O.'S	INVOICE	BATCH	SALES TAX	AMOUNT
433476	4650	MISCELLANEOUS CO	255	PETTY CASH CITY HALL	00088483-01	MARCH REIMB G340	0.00	17.50
TOTAL COMMUTER PARKING FUND							0.00	17.50
TOTAL FUND							0.00	17.50
TOTAL CHECK TRANSACTIONS							0.00	468149.78
TOTAL EFT TRANSACTIONS							0.00	0.00
TOTAL REPORT							0.00	468149.78

# CITY OF WEST CHICAGO

## DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Second Amendment to the Final Development Plan  
2500 Enterprise Circle  
DS Container RTO Enclosure

Resolution No. 18-R-0024

**AGENDA ITEM NUMBER:** 8.A.

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** April 9, 2018

**COUNCIL AGENDA DATE:** April 16, 2018

**STAFF REVIEW:** Tom Dabareiner, AICP

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman **SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

DS Container is proposing a second amendment to the previously approved final site development plans for their existing industrial building located within the inner circle of Enterprise Circle in the South Park Area of the DuPage Business Center (DBC). The amendment entails the construction of a new 30' x 86' enclosure on the north side of the building. The enclosure is designed to screen a Regenerative Thermal Oxidizer (RTO), which is a large piece of equipment used in the manufacturing process of the metal aerosol can products they produce on-site. The proposed enclosure will be made of 20 foot tall precast concrete walls and will be located within a small portion of an existing parking lot. The construction of the enclosure will result in the loss of 11 parking spaces. Even with the loss of the 11 parking spaces the site will remain in compliance with the City's minimum off-street parking requirements. There is no proposed roof on the addition due to the extreme heat produced by the RTO equipment. Two proposed vertical pipe stacks will rise 52 feet into the air, 10 feet above the height of the existing building. The proposed stacks comply with the City's maximum height limitations and will be visually screened with decorative louver panels.

In accordance with the Intergovernmental Agreement (IGA) with the DuPage Airport Authority (DAA), both the DAA and City shall approve any development proposal within the DBC. The DAA Board has not approved the proposed amendment to the final development plan as of yet, but is required to do so before City Council consideration of the matter. The attached Resolution includes specific site plans and building elevations for the proposed RTO enclosure associated with this second amendment to the previously approved site development plans. The terms of the IGA require the City Council to approve the final development plan (and any amendments thereto) if it is in conformance with all of the controlling documents (the City's Airport Zoning District regulations and the DAA's Minimum Design Standards). City staff acknowledges that the proposed RTO enclosure plans comply.

**ACTION PROPOSED:**

Consideration of a second amendment to the final development plan for DS Container's RTO enclosure located at 2500 Enterprise Circle.

## CITY OF WEST CHICAGO

### **COMMITTEE RECOMMENDATION:**

At its April 9, 2018 meeting, the Development Committee recommended unanimous approval of the final development plan for DS Container's RTO enclosure located at 2500 Enterprise Circle.

# CITY OF WEST CHICAGO

## DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Final Development Plan  
805 Discovery Drive  
Suncast

Resolution No. 18-R-0025

**AGENDA ITEM NUMBER:** 8.B.

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** April 9, 2018

**COUNCIL AGENDA DATE:** April 16, 2018

**STAFF REVIEW:** Tom Dabareiner, AICP

**SIGNATURE**  \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

Suncast is requesting final plan approval for the construction of a 782,624 square foot industrial building located on 39 acres on the south side of Discovery Drive, east of Technology Boulevard in the North Park Area of the DuPage Business Center (DBC). The interior layout of the building will be 99% warehousing. 67% of the required off-street parking will be landbanked as greenspace due to Suncast's limited workforce needed to operate a facility of this size. The proposed building will have 60 total truck docks located on the north and south facades along with 100 semi-trailer parking spaces. An additional 100 semi-trailer parking spaces are being landbanked south of the building. The 44 foot tall building will be made from pre-cast concrete walls with varying architectural features to help break up the large wall expanses.

In accordance with the Intergovernmental Agreement (IGA) with the DuPage Airport Authority (DAA), both the DAA and City shall approve any development proposal within the DBC. The DAA Board has conditionally approved Suncast's final development plan subject to minor modifications to some of the attached site development plans. The attached Resolution includes specific site plans and building elevations for the proposed development. The terms of the IGA require the City Council to approve the final development plan (and any amendments thereto) if it is in conformance with all of the controlling documents (the City's Airport Zoning District regulations and the DAA's Minimum Design Standards). City staff acknowledges that the proposed development plans comply.

**ACTION PROPOSED:**

Consideration of the final development plan for Suncast located at 805 Discovery Drive.

**COMMITTEE RECOMMENDATION:**

At its April 9, 2018 meeting, the Development Committee recommended unanimous approval of the final development plan for Suncast at 805 Discovery Drive.

# CITY OF WEST CHICAGO

## DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Downtown Façade Grant Program Agreement  
522 Main Street  
Primo Insurance

Resolution No. 18-R-0026

**AGENDA ITEM NUMBER:**

8.C.

**FILE NUMBER:****COMMITTEE AGENDA DATE:** April 9, 2018**COUNCIL AGENDA DATE:** April 16, 2018**STAFF REVIEW:** Tom Dabareiner, AICP**SIGNATURE****CITY ADMINISTRATOR REVIEW:** Michael Guttman**SIGNATURE****ITEM SUMMARY:**

Johan Thorne of Primo Insurance has requested Façade Grant Program funding to install an internally illuminated channel letter wall sign for his business located within the two-story mixed use building at 522 Main Street. The proposed wall sign is an eligible improvement under the Program's guidelines and complies with the City's Building and Zoning Code regulations.

Mr. Thorne submitted three estimates for the wall sign installation, as required: 1) West Chicago Sign A Rama for \$3,560.24; 2) Elgin Sign A Rama for \$3,842.88; and 3) Naperville Sign A Rama for \$3,843.13. The City's contribution is typically 50% of the lowest estimated cost, which in this case is \$1,780.12. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the downtown T.I.F. district, if sufficient funding is available for the Program. City staff determined that there are sufficient funds available to reimburse up to \$1,780.12 to Primo Insurance for the successful installation of the wall sign per the Program's guidelines.

**ACTIONS PROPOSED:**

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in the amount not to exceed \$1,780.12 to Primo Insurance for the installation of an illuminated channel letter wall sign at 522 Main Street.

**COMMITTEE RECOMMENDATION:**

At its April 9, 2018 meeting, the Development Committee recommended unanimous approval of the Downtown Façade Grant Program Agreement for Primo Insurance to install an illuminated channel letter wall sign at 522 Main Street.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Ordinance No. 18-O-0015 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago

**AGENDA ITEM NUMBER:** 8. D.**COMMITTEE AGENDA DATE:** April 5, 2018**COUNCIL AGENDA DATE:** April 16, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Public Works Director**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

City staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of (please refer to Ordinance No. 18-O-0015 and Attachment A for additional information).

Therefore, staff is requesting that these items be declared surplus so that they may be traded in, disposed of through auction, disposed of through the City's contractual waste hauler, recycled, or sold to a local scrap dealer for scrap value; in a manner deemed appropriate by the City Administrator, with or without consideration.

**ACTIONS PROPOSED:**

Adopt Ordinance No. 18-O-0015 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 7-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0022 - Professional Architectural Services Agreement with Matocha Associates for the 2018 Wastewater Treatment Plant Roof Replacement Project

**AGENDA ITEM NUMBER:** 8.E.**COMMITTEE AGENDA DATE:** April 5, 2018**COUNCIL AGENDA DATE:** April 16, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Since 2010, with design and construction oversight services provided by Matocha Associates of Willowbrook, Illinois, the City has contractually replaced six of the eight roofs at Wastewater Treatment Plant (WWTP). Within the Sewer Fund's Sewer Plant Equipment Replacement Program (05-34-45-4806), \$200,000 has been budgeted in FY2018 for the replacement of the Sand Filter Building roof; with an additional \$200,000 scheduled in FY2019 for the replacement of the Digester Building roof. In addition, \$28,000 has been budgeted in each fiscal year for architectural/engineering design and construction oversight services associated with one roof replacement project each year (05-34-45-4225). The scope of work shall include, but is not limited to, the removal of the existing early 1980's vintage tar and gravel flat warehouse type membrane and insulation, and replacement with 60 mil white Thermoplastic Polyolefin (TPO) roofing over a minimum two inches (2") of insulation, parapet/metal canopy painting and/or replacement, guard rail installation, downspout/overflow drain repair, and removal and replacement of exterior light fixtures.

As City staff does not have the expertise to perform the needed architectural roof design, inspections and construction administration services, we asked Matocha Associates for an architectural services cost proposal. Matocha has submitted a fixed fees cost proposal of \$21,840 which includes investigation, design, and construction oversight services for replacement of both outstanding roofs now. There is a cost savings to have design done for both roof replacement projects now, even though construction will likely be divided over two years.

City staff recommends that a Professional Architectural Services Agreement be executed with Matocha Associates for the 2018 Wastewater Water Treatment Plant Roof Replacement Project for a fixed fee of \$21,840.

**ACTIONS PROPOSED:**

Approve Resolution No. 18-R-0022 authorizing the Mayor to execute a Professional Architectural Services Agreement with Matocha Associates, for the 2018 Wastewater Treatment Plant Roof Replacement Project, for a fixed fee amount of \$21,840.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 7-0 for approval.

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0023 - Acceptance of Public Sanitary Sewer Improvements and Release of Development Security – American Roofing, 621 W. Washington Street

**AGENDA ITEM NUMBER:** 8.F.**COMMITTEE AGENDA DATE:** April 5, 2018  
**COUNCIL AGENDA DATE:** April 16, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

American Roofing, located at 621 West Washington Street, was issued a construction permit in 2016 for an extension of the City's sanitary sewer main along the north side of West Washington Street and the installation of a sanitary sewer service line to serve the subject property. The referenced project has substantially been complete since July 2017; however, the City has not formally accepted the development's public improvements. The Developer has satisfactorily completed all required public improvements, and there have been no maintenance issues over the past several months. The developer has posted a Maintenance Bond (cash deposit) for the public improvements being accepted per the Subdivision Regulations. The Cash Deposit will be held for eighteen months from the date of acceptance. The Developer has requested the City accept said public improvements and release its original development security.

The developer has submitted the required Final Waivers of Lien, Deed of Conveyance/Bill of Sale, and as-built drawings for this project. A sanitary sewer easement was recorded with the DuPage County Recorder's Office in November 2017. Staff recommends that City Council approve the following:

1. Acceptance of all sanitary sewer system improvements located within a dedicated public right-of-way or dedicated easement area, as installed as part of the American Roofing Sanitary Sewer Extension Project, as the City of West Chicago's ownership and maintenance responsibility.

The sanitary sewer service line (from the sanitary sewer main to the building) shall remain the ownership and maintenance responsibility of the property owner.

Staff from the Department of Community Development has inspected the development improvements and recommends acceptance. Staff also recommends the release of the original development security held for said development.

**ACTIONS PROPOSED:**

Approve Resolution No. 18-R-0023 authorizing the acceptance of the public sanitary sewer improvements associated with the American Roofing Sanitary Sewer Extension, located at 621 W. Washington Street, and authorize a reduction/release of any development securities posted by the Developer for the installation of certain public improvements.

**COMMITTEE RECOMMENDATION:**

The Infrastructure Committee voted 7-0 for approval.



# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0027- Contract Award To Donohue & Associates, Inc. For Design-Build Services Related to the 2018 Waste Water Treatment Plant SCADA Improvement Project

**AGENDA ITEM NUMBER:** 8.G.**COMMITTEE AGENDA DATE:** April 5, 2018  
**COUNCIL AGENDA DATE:** April 16, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The 2018 Waste Water Treatment Plant SCADA System Improvement Project consists of furnishing all parts, labor, materials, equipment and engineering services necessary to upgrade the Supervisory Control and Data Acquisition (SCADA) system (i.e., process control network, Programmable Logic Controller (PLC) hardware, communication equipment, security equipment, etc.) at the City's Waste Water Treatment Plant (WWTP) with a more reliable, non-proprietary industry standard control system. SCADA is a computer controlled system that monitors and controls the operations of the WWTP's pumps and equipment, and is used to monitor sanitary waste flows in and out of the WWTP.

Initially staff requested and obtained a proposal from CH2M/OMI (City's contractor that operates and maintains the WWTP) to upgrade the WWTP's SCADA system; CH2M/OMI submitted a cost proposal of \$1,163,290.00. Staff subsequently approached Donohue & Associates (Donohue) and requested a cost proposal to design-build the WWTP SCADA System Improvement Project. Donohue has submitted a not to exceed cost proposal of \$671,000.00. Donohue has previously worked for the City, is familiar with the City's WWTP, and has assisted CH2M/OMI with SCADA system modifications and trouble shooting in the past.

To complete the WWTP SCADA Improvement Project, Donohue's services will include project management, engineering design and construction management, development and construction of SCADA panels, construction services, and total system integration. Utilizing Donohue to design-build this project will not only expedite implementation of a critical SCADA system by eliminating the time required to seek bid proposals, it will also save the City approximately \$50,000 in design and bid assistance services and approximately \$50,000.00 in engineering construction oversight services (estimated at 7.5% of construction cost). An additional \$492,290.00 savings is realized when compared to CH2M/OMI's proposal.

Staff recommends that City Council waive the competitive bidding process and award a contract to Donohue & Associates, Inc., for an amount not to exceed \$671,000.00, for design-build services related to the 2018 Waste Water Treatment Plant SCADA System Improvement Project.

Within the Fiscal Year 2018 Sewer Fund budget \$855,000.00 has been budgeted for the SCADA improvement project.

## CITY OF WEST CHICAGO

### **ACTIONS PROPOSED:**

Waive competitive bidding requirements and approve Resolution No. 18-R-0027 authorizing the Mayor to execute a contract with Donohue & Associates, Inc., for an amount not to exceed \$671,000.00, for design-build services related to the 2018 Waste Water Treatment Plant SCADA Improvement Project.

### **COMMITTEE RECOMMENDATION:**

At the April 5, 2018, Infrastructure Committee Meeting, Committee Members discussed the 2018 Waste Water Treatment Plant SCADA Improvement Project and unanimously agreed that it was in the best interest of the City to award a design-build contract to Donohue & Associates, Inc. for said project. Staff was given direction to submit Donohue & Associates' design-build contract to City Council for approval on April 16, 2018.

# CITY OF WEST CHICAGO

## CITY COUNCIL AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0029 - Wireline Crossing Agreement with the Union Pacific Railroad for the Installation and Maintenance of Security Cameras

**AGENDA ITEM NUMBER:** 8.H.

**FILE NUMBER:** \_\_\_\_\_

**COMMITTEE AGENDA DATE:** N/A

**COUNCIL AGENDA DATE:** 4/16/2018

**STAFF REVIEW:**

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:**

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

The Union Pacific Railroad is requiring the City to enter into a Wireline Crossing Agreement for the installation and maintenance of security cameras.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution No. 18-R-0029.

**COMMITTEE RECOMMENDATION:**

This item did not go to a Committee for review, because it is a requirement before which the cameras are installed, the money of which was included in the approved 2018 Budget.

**RESOLUTION NO. 18-R-0029**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A WIRELINE  
CROSSING AGREEMENT WITH THE UNION PACIFIC RAILROAD –  
INSTALLATION AND MAINTENANCE OF SECURITY CAMERAS**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Wireline Crossing Agreement for the installation and maintenance of security cameras by and between the City of West Chicago and the Union Pacific Railroad a copy of which, in substantially the same form, is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16<sup>th</sup> day of April, 2018

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

## **WIRELINE CROSSING AGREEMENT**

Mile Post: 29.75, Geneva Subdivision  
Location: West Chicago, DuPage County, Illinois

This WIRELINE CROSSING AGREEMENT ("Agreement") is made and entered into as of the 18 day of January 2018 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179 ("Licensor"), and **THE CITY OF WEST CHICAGO** a Illinois Municipal Corporation, to be addressed at 475 Main Street, West Chicago, IL 60185 ("Licensee").

### **IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **Article 1. LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) CAT5 wireline and three (3) 120 volt 12 gauge wirelines for connection of security cameras including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") with an existing pedestrian tunnel across Licensor's real property, trackage, or other facilities located in West Chicago, Dupage County, State of Illinois ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 17, 2018 attached hereto as Exhibit A and made a part hereof. Under no circumstances shall Licensee modify the Wireline or add additional wirelines to the conduit, or allow any third-parties to modify the Wireline or add additional wirelines to the conduit, without Licensor's prior review and approval, which may be withheld in Licensor's sole discretion. Any application to modify the Wireline or add additional wirelines to the conduit shall be made in accordance with Licensor's then-current wireline engineering standards.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for connection of security cameras, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

#### **Article 2. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 3. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

**Article 4. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 5. IF WORK IS PERFORMED BY CONTRACTOR.**

If a contractor is hired by Licensee to perform any work on Licensee's Facilities, then Licensee shall require its contractor to execute Licensor's then-current form of Contractor's Right of Entry Agreement ("CROE"). Licensee acknowledges that: (i) the CROE attached hereto as **Exhibit D** and made a part hereof is the most current form available as of the Effective Date; and (ii) the terms and conditions of the CROE are subject to change by Licensor, such changes to be made at Licensor's sole discretion. Licensee shall require its contractors and subcontractors to execute the CROE before any contractors or subcontractors are allowed onto Railroad Property pursuant Licensee's notification requirements set forth in the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of **Exhibit B**.

**Article 6. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 7. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 8. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.



PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING



# UNDERGROUND WIRELINE CROSSING

## 750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-F

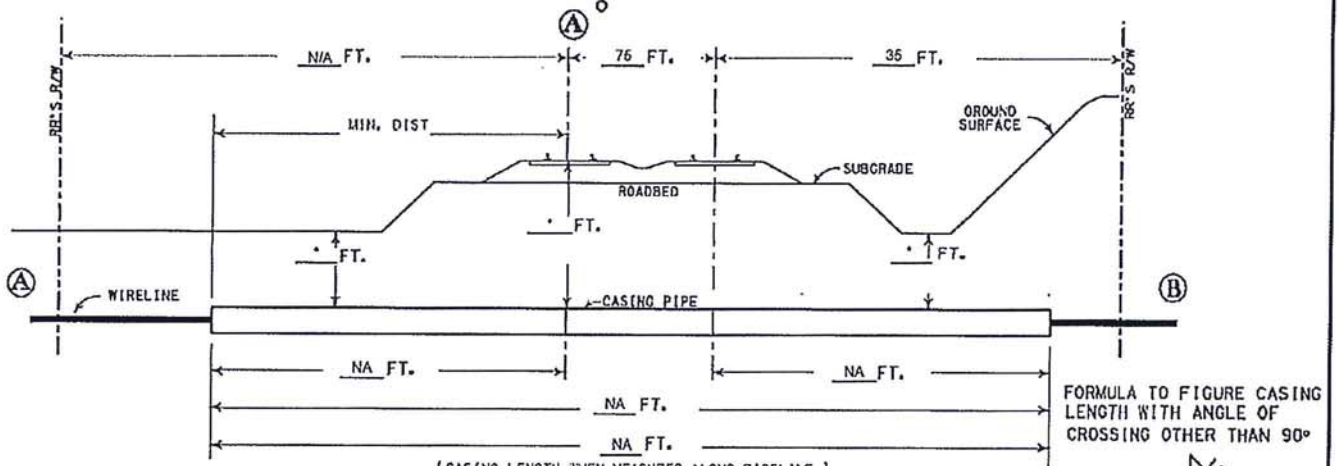
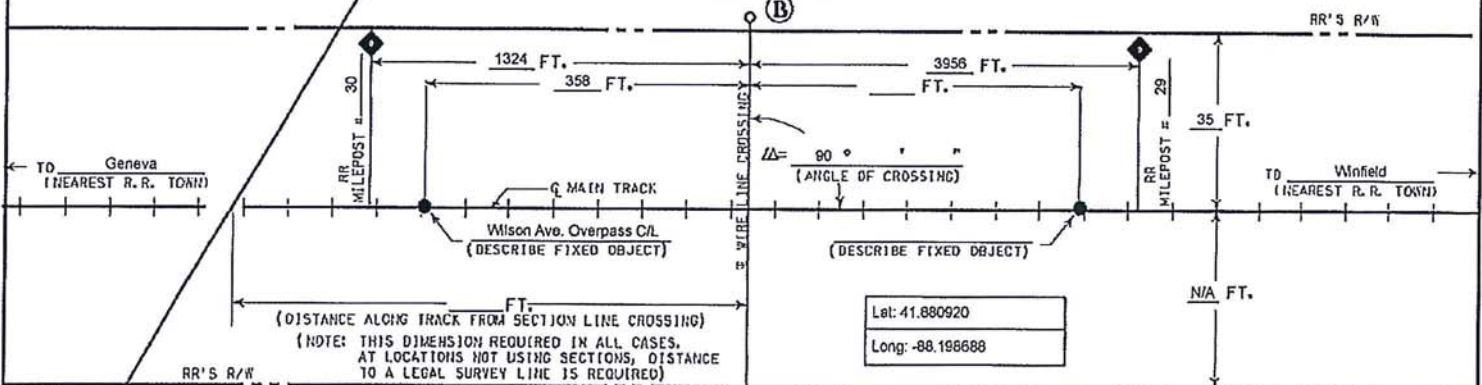
REV 10-26-2007

www.uprr.com

**NO SCALE**

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)

LINE SECTION \_\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_, MERIDIAN \_\_\_\_\_



**NOTES :**

\*Wiring and cameras to be placed within 64' Metra pedestrian tunnel running beneath and perpendicular to UPRR track. Said tunnel is within UP R/W.

- A) TYPE WIRELINE CROSSING: CAT5, 120 VOLT 12 GAUGE
- B) VOLTAGE TO BE CARRIED UNDER TRACK 120 NO. OF WIRES 4
- C) CASING TYPE TO BE INSTALLED 3/4" RIGID PIPE
- D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
(WET BORE NOT PERMITTED); ATTACHING TO TUNNEL WALLS/CEILING
- E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK N/A  
(30' MIN.)
- F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE) N/A
- G) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE DOES NOT EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. \_\_\_\_\_

### EXHIBIT "A"

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

UNION PACIFIC RAILROAD CO.

Geneva Sub.  
(SUBDIVISION)

M. P. 29.75 E. S. 157+64 ±

UNDERGROUND WIRELINE CROSSING

WEST CHICAGO DU PAGE IL  
(NEAREST RR STATION) (COUNTY) (STATE)

FOR CITY OF WEST CHICAGO

(APPLICANT)

RR FILE NO. 3085-00 DATE 1/17/2018

**WARNING**

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE : 1-800-336-9193



## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

#### **Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives set forth below ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

GRAUMANN, Fabian  
MANAGER OF TRACK MAINTENANCE  
312 296-9329  
fgrauma@up.com  
350 E Sibley Blvd  
Dolton, IL 60419

Oberg, Matthew P.  
MANAGER OF SIGNAL MAINTENANCE  
224/407-7884  
mpoberg@up.com

Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

B. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

**Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad's Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental

sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

## **Section 5.     SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad's Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Grantor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad's Property.

[\[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safetv\\_req.pdf\]](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safetv_req.pdf)

B. Grantee shall keep the job site on Railroad's Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad's Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic

effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad's Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad's Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad's Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad's Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad's Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be

increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

#### **Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad's Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad's Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Crossing Agreement to document the Modification(s) to Licensee's Facilities on Railroad's Property. If the Modifications result in Licensee's Facilities moving off of Railroad's Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad's Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

#### **Section 9. RESTORATION OF RAILROAD'S PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

#### **Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad's Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad's Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad's Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad's Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad's Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

The foregoing obligations shall apply if the Loss actually or allegedly arises from, relates to, results from, or is caused by, in whole or in part, any act, activity, error, or omission of Licensee with

respect to or under this Agreement. The foregoing obligations shall apply even to Losses caused by, arising from, relating to, or resulting from, in whole or in part, the actual or alleged misconduct, fault, liability, or negligence of Licensor, and such actual or alleged misconduct, fault, liability, or negligence of Licensor shall not limit, diminish, or preclude Licensee's obligations to Licensor in any respect.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE, ACTIVE, AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL CONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at <https://www.uprr.com/rem/ucs/jas/#/home> for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will

be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.



## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability Insurance.** Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor as a named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensor on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

K. Licensee shall be permitted to self-insure to meet the requirements of this **Exhibit C** except for the requirement for Railroad Protective Liability insurance in Section "D" of this **Exhibit C**.

**EXHIBIT D**  
**TO**  
**WIRELINE CROSSING AGREEMENT**

PL X&E ROE 940201  
Form Approved, AVP-Law  
08/25/2006

Folder No. 3065-00

**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), to be addressed at \_\_\_\_\_.

**RECITALS:**

The Contractor has been hired by **CITY OF WEST CHICAGO** to install one (1) CAT5 wireline and three (3) 120 volt 12 gauge wirelines for connection of security cameras (the "work"), with all or a portion of such work to be performed on property of Railroad at **Mile Post 29.75 on the Geneva Sub, at or near West Chicago, Dupage County, Illinois** pursuant to a Pipeline Crossing and Longitudinal agreement between Railroad **CITY OF WEST CHICAGO** effective 1/18/2018, as such location is also shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

**Article I. DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

**Article II. RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.

**Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.**

The terms and conditions contained in **Exhibit B, C and D**, attached hereto, are hereby made a part of this Agreement.

**Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

GRAUMANN, Fabian  
MANAGER OF TRACK MAINTENANCE  
312 296-9329  
fgrama@up.com  
350 E Sibley Blvd  
Dolton, IL 60419

Oberg, Matthew P.  
MANAGER OF SIGNAL MAINTENANCE  
224/407-7884  
mpoberg@up.com

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**Article V. TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for until 1/18/2019, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article VI. CERTIFICATE OF INSURANCE.**

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to: