

## **ROLLINS ROAD GRADE SEPARATION**

### **CONSTRUCTION, MAINTENANCE AND OWNERSHIP AGREEMENT**

This ROLLINS ROAD GRADE SEPARATION CONSTRUCTION, MAINTENANCE AND OWNERSHIP AGREEMENT ("Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2013, by and between the Wisconsin Central Ltd., an Delaware corporation ("WCL"), and the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board ("County"). WCL and County are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties".

#### **RECITALS**

A. An at-grade highway-railroad crossing extends over that portion of WCL's railroad right-of-way and tracks (collectively the "WCL Property") in Village of Round Lake Beach, Lake County, Illinois, as delineated on Exhibit A, attached to and made a part of this Agreement ("WCL Property with Existing At-Grade Crossing").

B. In the interests of public safety and convenience, the County has proposed to replace the existing at-grade crossing with a grade separated crossing by means of a bridge ("Bridge") to carry WCL's tracks over the roadway, to be located as shown on Exhibit B, attached to and made a part of this Agreement ("Plans for New Grade Separation") and desires to reimburse WCL for related work performed and provided by WCL to accommodate the County's Bridge construction, and to otherwise clarify construction, maintenance, ownership and related issues.

C. The above listed construction work, plus other necessary associated work items, shall be known as County Section Number 08-00080-56-BR. The bid letting date for the County's improvement is currently scheduled for May, 2013. (The bid letting date is subject to change, dependent upon project readiness and the availability of project funding).

D. WCL is amenable to providing the work provided for herein and otherwise cooperating with the County's proposed Bridge construction project, but only under the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth below, the aforementioned Recitals which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, County and WCL agree as follows:

#### **1. Construction.**

(A) Plan Review and Approval. County shall submit to WCL for its review and prior written consent (not to be unreasonably withheld, delayed or conditioned) plans and specifications for the design, engineering, and construction of the Bridge (the "County Bridge Work"), and a site plan delineating the location and identifying the dimensions of the WCL Property affected by the County Bridge Work (collectively "County Plans"). The County Plans

shall conform to WCL's Bridge Design Specifications, as shown on Exhibit C, attached to and made a part of this Agreement, unless a deviation is approved in writing by WCL, said approval not to be unreasonably withheld, delayed or conditioned. County shall also describe and depict the following (collectively "Related Work"):

(i) County Bridge Work to or affecting WCL's existing facilities, improvements, and equipment; and

(ii) To the extent reasonably necessary and appropriate for the continued operation and maintenance of WCL's existing facilities following the completion of the County Bridge Work, the work necessary to install and construct additional WCL facilities and equipment required as a result of the County Bridge Work.

(The County Bridge Work, together with Related Work, is hereinafter referred to collectively as the "Project".)

The proposed County Plans shall specifically state which portions of the Related Work, if any, are to be performed by WCL ("WCL's Related Work"), and which portions are to be performed by the County ("County's Related Work"). Subject to the terms of this Agreement, the cost of the Project shall be the responsibility of the County and no cost or expense with respect thereto shall be borne by WCL except as specified in paragraph 1.(E)(i). Upon receipt of proposed County Plans, including without limitation, engineering and design plans for the Related Work, WCL shall provide detailed estimates of the total cost of WCL's Related Work shown on said County Plans within ninety (90) days. WCL agrees that it will not deny or withhold its consent for reasons that are contrary to the Exhibits to this Agreement. Attached hereto as Exhibit D is WCL's Force Account Estimate setting forth certain WCL's currently projected costs and expenses of WCL's Related Work.

The proposed County Plans shall include construction of abutments sufficient to accommodate two (2) railroad bridge spans, but the parties agree that only one (1) span will be constructed as an element of the Project. At any time in the future after completion of the Project, should WCL determine, in its sole discretion, that its operations warrant installation of a second railroad bridge span, WCL shall, at its sole cost and expense, design and construct said second railroad bridge span. County shall have the right to review and approve WCL's bridge and aesthetic designs for said second railroad span, said approval not to be unreasonably delayed, denied or conditioned, except that (i) the County shall be solely responsible for the payment of all costs and expenses for aesthetic treatments sought by the County and not included as an element of WCL's design of the second span, and (ii) any aesthetic element that would interfere in any way with WCL's operation, inspection or maintenance of WCL's property or facilities on the second span shall be automatically deemed unreasonable. Upon completion of construction of the second railroad span and related railroad facilities, WCL shall own and maintain (consistent with the provisions of Section 8 herein) the subballast, ballast, ties, rail, other track materials, and railroad signal equipment on the second railroad span and County shall own and maintain (consistent with the provisions of Section 8 herein) all remaining aspects of the second railroad span. Upon completion of construction of the second railroad span, said second railroad span shall be deemed an element of the Bridge for all purposes hereunder.

(B) Coordination of Activities.

(i) The Parties agree to act reasonably to coordinate their respective work to work toward completion of all work in a timely manner. In addition, WCL shall have the right to reinstall or reaffix on the Bridge those facilities, utilities and related appurtenances removed or relocated as a result of the Project with WCL and County working together to maintain Bridge aesthetics, at Project expense as estimated in Exhibit D. The County Bridge Work and the 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 and passenger rail service and maintenance of WCL's railroad facilities. County acknowledges that WCL hosts commuter passenger service on the WCL Property, that such service is the subject of a contract that provides for incentive payments to WCL as shown in Exhibit J. All reduced incentives incurred by WCL as a result of delays caused by the Project shall be deemed a reimbursable Project expense. County agrees and the contract between County and County's contractor(s) shall provide that except for circumstances beyond its control there shall be no train delays or interference with WCL operations in the performance of the County Bridge Work or the County's Related Work, and that the County's contractor(s) shall not unduly delay or interfere with WCL in performing WCL's Related Work and shall take all steps reasonably necessary or requested by WCL to facilitate WCL's Related Work. County's contractor(s) shall execute WCL's standard form Right of Entry Agreement, Exhibit E, attached to and made a part of this Agreement.

(ii) WCL agrees to cooperate with County, County's contractor(s) and its subcontractors in the performance of the County Bridge Work and the County's Related Work. WCL shall not unduly delay or interfere with County, County's contractor(s), or its subcontractors in performing the County's Related Work and shall take all steps reasonably necessary or requested by the County or the County's contractor(s) to facilitate the County's Related Work, so long as the requirements of Section 1(B)(i) regarding the uninterrupted use of WCL's Property are strictly adhered to.

(iii) County shall require its contractor(s) to remove all machinery, surplus materials, falsework, rubbish and temporary buildings from WCL's Property upon completion of the County Bridge Work and the County's Related Work, and to leave WCL's Property in a neat and clean condition reasonably satisfactory to the authorized representative of WCL.

(iv) WCL shall retain a construction engineer of its choosing (subject to approval of County, said approval not to be unreasonably withheld, delayed or conditioned) to monitor progress of the Project, enforce WCL's safety requirements and WCL's engineering practices, and otherwise facilitate communications between County and WCL, all costs and expenses for same to be deemed a Project cost as estimated in Exhibit D.

(C) Construction. Upon WCL's approval of the County Plans and County's approval of the estimate of costs for WCL's Related Work as estimated in Exhibit D, the County Plans shall be deemed to be incorporated into this Agreement referenced in Exhibit B. Upon such approvals, WCL shall be deemed to have agreed to complete WCL's Related Work in a good and workmanlike manner, in accordance with all applicable law, and in accordance with the approved County Plans, all subject to Force Majeure as set forth in Section 9 of this Agreement, and County shall be deemed to have agreed to complete the County Bridge Work

and the County's Related Work in a good and workmanlike manner, in accordance with all applicable law, and in accordance with the approved County Plans, all subject to Force Majeure as set forth in Section 9 of this Agreement.

(D) County shall be solely responsible for obtaining all permits, utility relocations and other permissions and approvals legally required for the Project (including but not limited to approval of the Illinois Commerce Commission, if required), provided, however, that WCL shall cooperate with County in its efforts to obtain such permits or utility relocations and County shall reimburse WCL for any such costs incurred by WCL as estimated in Exhibit D. Such cooperation shall include ordering utilities and other non-railroad entities using or occupying the WCL Property to relocate their facilities from the WCL Property at their sole cost 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 County Bridge Work or the Related Work and such relocations do not damage or otherwise adversely affect WCL.

(E) Reimbursement.

(i) Of WCL. Except for the prepayment provided for in Section 3(D) below, County shall reimburse WCL for 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 to and incorporated in this Agreement as Exhibit F, together with paid invoices, bills, or vouchers for WCL's Related Work, including but not limited to force account work (collectively "Documents"), which Documents shall set forth in detail the Direct Costs. Each payment to WCL shall be made within thirty (30) days of presentation of the complete Documents for such payment. Direct Costs shall include any costs related to review and sign-off of any additional plans, specifications, or work plans. County acknowledges that at its request WCL has undertaken some of the WCL's Related Work prior to execution of this Agreement, and County further acknowledges that reimbursement for pre-incurred expenses shall be allowed hereunder as if incurred after the execution of this Agreement. Direct Costs shall also include the cost of any flagmen as deemed necessary by WCL in accordance with its regulations and policies, necessitated by the Project. County's obligation to reimburse WCL for Direct Costs shall survive the termination of this Agreement, but only as to those Direct Costs incurred by WCL prior to the effective date of the termination of this Agreement. The County's obligation is estimated to be \$3,000,000 as identified in Exhibit D. Additionally, in exchange for County's agreement to design the Bridge abutments and related structures to accommodate potential placement of a second railroad span, WCL agrees to pay to the County the sum of \$1,359,227 when trains begin operating on the final track alignment, but in no event will payment be due any earlier than January 1, 2014. WCL also agrees to pay the County the sum of \$686,361.

(ii) Audit. At any time upon reasonable notice, County 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, County 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 County. In the event of a dispute on the results of the audit performed by the County, the WCL and the County shall mutually select an independent auditor to audit the Direct Costs in accordance with GAAP. The cost of the independent auditor shall be equally borne by the WCL and the County. The results of the independent audit shall be binding. WCL agrees to maintain copies of all required documentation concerning Direct Costs for a period 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.

(iii) As-Built Plans. Within six (6) months of the final completion of the County Bridge Work and the Related Work, County shall provide WCL, at County's sole cost and expense, a set of "as-built" drawings of the County Bridge Work and the Related Work.

**2. Work to be Performed by or on Behalf of County.**

(A) As part of the County Bridge Work and County's Related Work, County shall provide or cause to be provided, in accordance with the plans and specifications approved by WCL, all engineering, inspection, work, supplies, materials, labor and equipment required to perform and complete the following:

(i) Preparation of the plans and specifications relating to the County Bridge Work; and

(ii) The County Bridge Work and County's Related Work; provided, however, that County shall have no obligation to perform or construct, or cause to be performed or constructed, the WCL Related Work.

(iii) All property acquisition, utility relocation, traffic management and detours, permitting, road construction, and grading for all railroad track construction.

(B) County shall give WCL twenty-one (21) days prior written notice of the commencement date of the County Bridge Work and of the County's Related Work, or any phase thereof.

(C) The County Bridge Work and the County's Related Work shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, code provisions, and approvals pertaining to all agreements, plans, estimates, specifications, awards of contracts, acceptance of work, and procedure in general.

(D) County shall require its contractor(s) abide by the temporary or permanent minimum clearances, with reference to WCL's tracks, or necessary falsework, bracing or forms, as required for the County Bridge Work.

**3. Work to be Performed by or on Behalf of WCL.**

(A) As part of WCL's Related Work, WCL shall supply or cause to be supplied, in accordance with approved plans and specifications, all engineering, inspection,

work, supplies, list of required materials (subject to Section 4(C) herein) (attached hereto and incorporated herein by reference as Exhibit K), labor, and equipment, as set forth on the detailed estimate for WCL's Related Work to be provided by WCL in accordance with the terms and provisions of this Agreement, including but not limited to all flagging, construction (track and signal), and testing.

(B) WCL's Related Work shall not extend beyond that necessary for the County Bridge Work and the restoration of those WCL facilities affected by the County Bridge Work and shall be performed in accordance with standard railroad practices.

(C) WCL's Special Provisions attached to and made a part of this Agreement as Exhibit G must be adhered to any time representatives of County and County-engaged contractors and agents are on any WCL Property for the purposes set forth in this Agreement.

(D) WCL shall, at the expense of County or County's contractor(s) and via prepayment to WCL from County or its contractor(s), provide flagmen and other suitable personnel to County's contractor(s) as WCL deems necessary to accommodate the County Bridge Work and the County Related Work. WCL's authorized representative(s) shall have full authority concerning the operations of the railroad and County's contractor(s) must comply with WCL's representatives' directions. County's contractor(s) shall not perform any work on the WCL Property without authorization to do so from the railroad flagman.

(E) WCL shall retain and pay, subject to reimbursement by County, for a construction engineer as described further herein in Section 1.B(iv) and Exhibit D.

#### **4. Plans and Specifications.**

(A) If deemed necessary by WCL, WCL shall prepare, or cause to be prepared, plans and specifications for WCL's Related Work ("WCL Plans"). On or before the commencement of WCL's Related Work, WCL shall submit such plans and specifications, if any, to County for review. County's approval of such plans and specifications shall not be unreasonably withheld, delayed or conditioned, and County shall approve or submit its comments to WCL within four (4) weeks of receipt of the WCL Plans. Failure of County to approve or submit written comments to WCL within four (4) weeks of County's receipt of the WCL Plans shall constitute approval of the WCL Plans. The County's proposed Bridge construction project is currently scheduled to begin August 2013. If prepared by WCL, WCL Plans shall be submitted at least twelve (12) weeks prior to the start of the Bridge project; allowing four (4) weeks for an initial County review, four (4) weeks for WCL revisions, and four (4) weeks for a final County review. WCL's Related Work is anticipated to be completed as follows: for the shoo-fly track and related work in approximately \_\_\_ weeks, and for the remaining WCL Related Work in approximately x (x) weeks.

(B) Once approved and agreed upon, the County Plans and the WCL Plans shall be incorporated into this Agreement and no changes shall be made to the County Plans or the WCL Plans without the prior written consent of the other Party.

(C) In performing the work under this contract, the parties shall comply with all applicable federal and state statutes and regulations. In order to assure compliance with funding requirements for the Project, County shall be responsible for sourcing all materials

(including but not limited to railroad track, other track materials, signals and related items and materials included on the list referenced in Section 3(A)) for the Project, in full compliance with WCL specifications or with WCL's written approval (not to be unreasonably withheld, delayed or conditioned) for any variations therefrom.

**5. Pre-Construction Meeting, Agreed-Upon Schedule, and Final Walk-Through.**

(i) Prior to commencement of any County Bridge Work, a pre-construction meeting shall be held among the representatives of County, WCL and County's contractor(s) for the purpose of coordinating the County Bridge Work to be performed by the respective Parties and at which time a schedule for the performance of the County Bridge Work shall be agreed upon and adopted by County and WCL.

(ii) Upon completion of all County Bridge Work and all Related Work, County and WCL shall schedule and thereafter conduct a final walk-through to review all aspects of the Project and assure that all work has been performed in conformance with the terms and conditions of this Agreement, as may be amended from time to time.

**6. Right of Entry.** Except in cases of emergency, not less than four (4) weeks prior to entering upon the WCL Property or any other WCL property for the purposes set forth in this Agreement, County contractors and subcontractors performing work on or providing maintenance for the Bridge shall execute and deliver to WCL's Chief Engineer, or his or her designee, a Right of Entry Agreement incorporated in this Agreement as Exhibit E, along with evidence of all of the insurance required by such form.

**7. Insurance.** Prior to its entry upon the WCL Property or any other WCL property for the County's Related Work, County shall obtain or cause its contractors to obtain insurance in accordance with the requirements set forth in Exhibit H. WCL, the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCR") and the Regional Transportation Authority ("RTA") shall be named as an additional insured on all policies described in Exhibit H except Worker's Compensation and Automobile Liability policies. WCL, the NIRCR and the RTA shall be a named insured on the Railroad Protective Liability Policy.

**Indemnity. COUNTY 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, AND ALL PROPERTY LOSS OR DAMAGE PROXIMATELY CAUSED BY (I) THE NEGLIGENCE OF COUNTY OR ITS CONTRACTOR(S); (II) COUNTY'S BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT; (III) COUNTY'S VIOLATION OF ANY APPLICABLE LAW, RULE, ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT; OR (IV) THE PRESENCE UPON THE WCL PROPERTY OF COUNTY EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, OR SUCH OTHER PERSONS, FIRMS, OR CORPORATIONS ACTING AT THE DIRECTION OF OR WITH THE AUTHORITY OF THE COUNTY, AND THE EQUIPMENT OF ALL SUCH PERSONS, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY WCL'S OR WCL'S AGENT'S OR EMPLOYEE'S NEGLIGENCE, WILLFUL AND WANTON, OR INTENTIONALLY**

**TORTIOUS CONDUCT. THE INDEMNITIES CONTAINED IN THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

**8. Easement For and Maintenance of Bridge; Ownership.** WCL and County have executed a permanent easement and temporary easement agreement substantially in the form of Exhibit I, attached to and made a part of this Agreement, and have an existing easement (document 2168367) to provide to County and its contractor(s) sufficient rights on WCL Property to construct and thereafter operate and maintain the Bridge and all related components. Upon the completion of the Project, County shall maintain, repair or replace, if necessary, the Bridge and all related components, and keep it in good and suitable repair for WCL's railroad operations over the Bridge, at its sole cost and expense and at no cost or expense to WCL, except to the extent that the Bridge is damaged or destroyed through the negligence of WCL. In the event County deems it necessary to inspect the Bridge and/or to perform any maintenance, repairs or replacement of any materials, as the case may be, County shall give WCL prior written notice outlining the work that County intends to perform. WCL shall provide approval (said approval not to be unreasonably withheld, delayed or conditioned) or comments on said proposed work within twenty-eight (28) days of receipt of same. If WCL does not approve or comment on the work within twenty-eight (28) days, said work shall be deemed approved by WCL. In all instances, such work shall be observed by a railroad flagman at County's expense. County must give WCL not less than seventy-two (72) hours prior written notice to enable WCL to arrange for such proposed work and for the flagman. Upon the completion of the Project, WCL shall own, maintain, repair or replace, if necessary the subballast, ballast, ties, rail, other track materials, the backfill behind the abutments, and railroad signal equipment on the Bridge, and County shall own, maintain, repair or replace, if necessary, all remaining aspects of the Bridge, including but not limited to abutments, wing walls, and decking of the Bridge. Nothing in this Agreement shall be construed to allow the County to allow a third party to install or operate any utility or facility on the Bridge or any portion of WCL Property without WCL's express written approval, which may be withheld for any reason or no reason.

**9. Force Majeure.** With respect to the County Bridge Work and the 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 or 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 five (5) 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.

**10. 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.



**11. Binding Effect.** The terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

**12. Amendments and Assignments.** 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.

**13. Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, 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.

**14. Governing Law.** 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.

**15. Construction and Interpretation.**

(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.

(B) 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 Project. With respect to the matters set forth herein and all matters relating in any way to the Project, the Parties do not rely upon any previous oral, written or implied representation, endorsement agreement, or understanding of any kind, which may have been communicated by any person.

(C) This Agreement is not intended to, and shall not be construed to, create or give rise to (a) any rights or obligations except as expressly stated herein, (b) any joint venture, partnership, corporate, employment, agency, construction manager, general contractor, subcontractor, or other relationship of any sort between County and WCL or any other person(s), or any third-party beneficiary rights of any nature whatsoever.

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

**17. 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.

**18.** Notices. All notices to be sent hereunder shall be in writing, personally delivered or sent via national overnight courier services, to the following addresses:

To WCL:

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

To County:

Director of Transportation/County Engineer  
Lake County Division of Transportation  
600 W. Winchester Road  
Libertyville, IL 60048

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

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

**RECOMMENDED FOR EXECUTION**

By: \_\_\_\_\_  
Director of Transportation/County Engineer

ATTEST:

\_\_\_\_\_  
County Clerk

**COUNTY OF LAKE:**

By: \_\_\_\_\_  
Chairman  
Lake County Board

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

**WISCONSIN CENTRAL LTD.:**

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

ATTEST:  
  
\_\_\_\_\_

**EXHIBIT A**

**WCL PROPERTY WITH EXISTING AT-GRADE CROSSING**

**EXHIBIT B**

**PLANS FOR NEW GRADE SEPARATION**

Note: Contract Plans for Section #08-00080-56-BR are an independent document that shall be incorporated into EXHIBIT B

**EXHIBIT C**

**WCL'S BRIDGE DESIGN SPECIFICATIONS**

## **EXHIBIT D**

### **WCL'S FORCE ACCOUNT ESTIMATE**

#### **Item Description**

##### Construction:

- Construct Shoofly
- Realign Main for Shoofly
- Construct Track on Permanent Alignment
- Realign Main to Permanent Alignment
- Install All Temporary Rubber Crossings
- Remove All Temporary Rubber Crossings
- Railroad Signal Work
- Rail Salvage Work
- Reinstall Railroad Utilities and Related Appurtenances

##### Engineering

- Design Engineering
- Plan Review
- Permit and Utility Relocation Coordination
- Construction Engineering – Bridge and Track Inspection

**EXHIBIT E**

**WCL'S RIGHT OF ENTRY AGREEMENT**



**EXHIBIT F**

**DRAW REQUEST FORM**

**Rollins Bridge Construction Project Draw Request**

Draw Request No. WCL- \_\_\_\_\_

Amount of Draw Request: \$ \_\_\_\_\_

Payee of Draw Request: \_\_\_\_\_

This Draw Request includes: \_\_\_\_\_ Force Account  
\_\_\_\_\_ Work and Materials by Contractors/Subcontractors

I, the duly authorized representative of the Wisconsin Central Ltd. ("WCL"), hereby certify to the Lake County, Illinois in connection with the Rollins Road Bridge Replacement Agreement ("Agreement") between WCL and County, as follows:

1. The following is a description of the articles or services rendered that are the subjects of this Draw Request:
2. The articles described above are in place as indicated and the services described have been completed to the extent indicated.
3. Attached hereto is: [Insert description of attached Documents evidencing payment]
4. The amount set forth in this Draw Request has not been the subject of any other Draw Request.

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

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

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

**EXHIBIT G**

**SPECIAL PROVISIONS**

**EXHIBIT H**

**WCL'S INSURANCE REQUIREMENTS**

**EXHIBIT I**

**PERMANENT AND EXISTING EASEMENT AGREEMENTS**

**EXHIBIT J**

**COMMUTER PASSENGER SERVICE INCENTIVES**

**EXHIBIT K**

**LIST OF MATERIALS REQUIRED BY WCL**