

**AGREEMENT FOR  
REVIEW OF  
PRELIMINARY ENGINEERING**

**[North Aurora Road Grade Separated Railroad Crossing]**

THIS AGREEMENT, hereinafter referred to as the “**AGREEMENT**”, made and entered into by and between the CITY OF NAPERVILLE, hereinafter referred to as the “**LOCAL AGENCY**”, and WISCONSIN CENTRAL, LIMITED, hereinafter referred to as the “**RAILROAD**”, and collectively referred to as the “**PARTIES**” and individually referred to as “**PARTY**”;

WITNESSETH:

A. WHEREAS, LOCAL AGENCY wishes to widen its North Aurora Road which includes a grade separated railroad crossing near milepost 21.59 of the RAILROAD’S Leighton Subdivision, hereinafter referred to as the “**PROJECT**”; and

B. WHEREAS, in the interest of public safety, the LOCAL AGENCY has performed preliminary engineering and environmental studies for the PROJECT; and

C. WHEREAS, based upon the studies referenced above, the LOCAL AGENCY has prepared engineering plans for the PROJECT (“**Engineering Plans**” or “**Plans**”); and

D. WHEREAS, as set forth herein, the RAILROAD shall review the Engineering Plans in order to confirm that said Plans meet the RAILROAD’S required standards as to those portions of the Plans which impact the RAILROAD and to propose revisions as they deem necessary (“**Railroad Plan Review**”); and

E. WHEREAS, the Parties agree that the LOCAL AGENCY shall reimburse the RAILROAD for said Railroad Plan Review as provided herein.

**NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the PARTIES hereto agree as follows:**

SECTION 1. The foregoing Recitals are a material part of this AGREEMENT and are incorporated in this Section 1 as though fully set forth.

SECTION 2. The PROJECT covered under this AGREEMENT shall be subject to all applicable federal, state, and local laws, rules, regulations, orders and approvals.

SECTION 3. The Engineering Plans for the PROJECT shall be prepared by or for the LOCAL AGENCY at its expense. Those portions of said Engineering Plans which pertain to the structural analysis of the bridge portion of the PROJECT shall be subject to approval by the RAILROAD’S authorized representative. The RAILROAD shall provide its reviews, approvals or exceptions to the said Plans within thirty (30) calendar days of receipt of said Plans. Exceptions will be germane to the RAILROAD’S interests and approval of the Plans by the RAILROAD will not be unreasonably withheld.

SECTION 4. The PARTIES hereto agree that no changes will be made to those portions of the Engineering Plans previously approved by the RAILROAD by either PARTY hereto without the written consent of the other PARTY. Such consent will not be unreasonably withheld.

**SECTION 5.** The LOCAL AGENCY shall be solely responsible for payment of its costs to prepare the Engineering Plans which will be reviewed by the RAILROAD. The RAILROAD'S costs to perform the Railroad Plan Review shall be reimbursed by the LOCAL AGENCY as provided herein.

**SECTION 6.** The LOCAL AGENCY shall pay the RAILROAD an amount not to exceed twenty-five thousand dollars (\$25,000) based on the RAILROAD'S projection of 200 hours x \$125 per hour for completion of the Railroad Plan Review. Upon completion of the Railroad Plan Review, the RAILROAD shall provide an invoice to the LOCAL AGENCY which details the hours spent on the work performed to complete the Railroad Plan Review. Said invoice shall be sent to the LOCAL AGENCY by email addressed to:

Andy Hynes  
400 S. Eagle Street  
Naperville, IL 60540  
630-548-2958  
Email: [hynesa@naperville.il.us](mailto:hynesa@naperville.il.us)

With a copy emailed to:

Matthew Calpin  
Email: [calpinm@naperville.il.us](mailto:calpinm@naperville.il.us)

Within thirty (30) days of review and approval of a received invoice, which invoice shall be subject to the provisions set forth above, the LOCAL AGENCY shall promptly pay the COMPANY'S invoice.

**SECTION 7.** Some or all of the Railroad Plan Review may be performed by the RAILROAD with its own forces and/or by contract. In the event the RAILROAD elects to engage a contractor ('SUBCONTRACTOR') to perform all or a substantial portion of the Railroad Plan Review, the RAILROAD shall furnish LOCAL AGENCY the name of the SUBCONTRACTOR whose services will be used to perform the work. The RAILROAD'S subcontract with the SUBCONTRACTOR shall be in compliance with any applicable state and federal statutes and implementing rules and regulations prohibiting discrimination in the solicitation or selection of contractors or subcontractors on the basis of race, color, national origin or sex. The RAILROAD shall be responsible for all work performed by the SUBCONTRACTOR and all invoices shall be submitted by the RAILROAD to the LOCAL AGENCY as provided herein.

**SECTION 8.** In the event that delays or difficulties arise in securing any necessary approvals, acquiring rights-of-way, settling damage claims, or for any other cause which in the opinion of the LOCAL AGENCY renders it impracticable to proceed with the PROJECT, then the LOCAL AGENCY shall serve formal notice of cancellation upon the RAILROAD and this AGREEMENT shall thereupon terminate. In the event of cancellation, the LOCAL AGENCY shall pay the RAILROAD for work performed hereunder prior to the RAILROAD'S receipt of such notice of cancellation which payment shall be subject to the terms and conditions set forth herein.

**SECTION 9.** Notices shall be given by prepaid overnight mail sent by a nationally recognized delivery service and shall be deemed given two (2) business days after the delivery of such notice to the delivery service. Notices given by email shall be deemed given on the day of sending provided such notice is also given by prepaid overnight mail in the manner described

above within one (1) business day of the sending of such emailed notice. The identity of the Parties and the addresses set forth below may be changed by giving notice as provided herein.

For the LOCAL AGENCY:

Andy Hynes  
400 S. Eagle Street  
Naperville, IL 60540  
630-548-2958  
Email: [hynesa@naperville.il.us](mailto:hynesa@naperville.il.us)

With a copy to:

Matthew Calpin  
Email: [calpinm@naperville.il.us](mailto:calpinm@naperville.il.us)

For the RAILROAD:

Nick Burwell  
17641 S. Ashland Avenue  
Homewood, IL 60430  
319-427-1031  
Email: [nicholas.burwell@cn.ca](mailto:nicholas.burwell@cn.ca)

**SECTION 10.** This AGREEMENT shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this AGREEMENT shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**SECTION 11.** This AGREEMENT shall take effect upon the last date signed by either Party hereto and shall be binding upon the PARTIES hereto and their successors and assigns to the extent permitted under law.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

/SIGNATURES ON FOLLOWING PAGES/

RAILROAD: **WISCONSIN CENTRAL, LIMITED**

Accepted By: Carole Morey

Typed name: Carole Morey

Typed title: AVP Capital Programs

Date: 06/22/21

LOCAL AGENCY: **CITY OF NAPERVILLE**

Accepted By:

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Douglas A. Krieger  
City Manager

Attest By:

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Name: Pam Gallahue, Ph.D.  
Its: City Clerk

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

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

[https://cityofnaperville-my.sharepoint.com/personal/lordp\\_naperville\\_il\\_us/Documents/Red Riding Hood IGA with Andy Hynes/Railroad Agreement - No. Aurora Road Underpass - Review of engineering, May 2021.docx](https://cityofnaperville-my.sharepoint.com/personal/lordp_naperville_il_us/Documents/Red%20Riding%20Hood%20IGA%20with%20Andy%20Hynes/Railroad%20Agreement%20-%20No.%20Aurora%20Road%20Underpass%20-%20Review%20of%20engineering,%20May%202021.docx)



Southern Region

## Operations Special Capital Project Estimate

Design and Construction  
Homewood, IL

## PE Review North Aurora Road Widening

Location: North Aurora Road  
 Company Name: Wisconsin Central Ltd.  
 Subdivision Name: LEIGHTON  
 Mile Post: 21.59  
 State: IL  
 Survey Network Number:  
 Track Network Number:  
 Signal Network Number:  
 Buy American Certification Required? No  
 Agency: CN-US-Other Railroads  
 Labor Additive Type: Agency/CN Approved

Labor	\$0
Material	\$0
Other	\$25,000
<b>Total Capital Cost</b>	<b>\$25,000</b>
PW Material	\$0
Donation	\$0
<b>TOTAL PROJECT COST</b>	<b>\$25,000</b>

Created By: NW BURWELL  
 Revised By: NW BURWELL  
 Created Date: April 12, 2021  
 Date Revised: April 12, 2021  
 Status:

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
LABOR					
<b>TOTAL DIRECT LABOR</b>		MD:	0		\$0

Description	TOTAL
MATERIAL	
<b>TOTAL DIRECT MATERIAL</b>	\$0

Description	UM	QTY	PRICE	TOTAL
OTHER				
Engineering				
	Structural Preliminary Engineering Review By Contracto	HR	200	\$125.00
	<b>Total Engineering</b>			\$25,000
Real Estate				
	<b>Total Real Estate</b>			\$0
Grading				
	<b>Total Grading</b>			\$0
Contractor Track Construction				
	<b>Total Contractor Track Construction</b>			\$0
Utilities				
	<b>Total Utilities</b>			\$0
Signal and Communications				
	<b>Total Signal and Communications</b>			\$0
Bridge & Structures				
	<b>Total Bridge &amp; Structures</b>			\$0
Hauling/Disposal				
	<b>Total Hauling/Disposal</b>			\$0
Miscellaneous				
	<b>Total Miscellaneous</b>			\$0
<b>TOTAL OTHER</b>				\$25,000

Description	UM	QTY	PRICE	TOTAL
ADDITIVES				
<b>TOTAL ADDITIVES</b>				\$0

DONATION	Amount	TOTAL
<b>TOTAL DONATION</b>		\$0

<b>TOTAL CAPITAL COST</b>	\$25,000
<b>TOTAL NON-CAPITALIZED COST (PW MATERIALS)</b>	\$0
<b>TOTAL DONATION</b>	\$0
<b>TOTAL PROJECT COST</b>	<b>\$25,000</b>

MATERIAL FORECAST FOR :	State Tax	UM	QTY	Unit Price	Total
Material Description					
V.4.5				<b>TOTAL MATER</b>	\$0