

EXHIBIT D GRANT OF EASEMENT FOR CONSTRUCTION, ETC.

**INSURANCE TO BE MAINTAINED BY CONTRACTORS DURING
ROUTINE REPAIR OR MAINTENANCE OF PROJECT**

As used in this Exhibit, "Contractor" or "Contractors" mean a contractor or contractors retained by the School District or Park District, as applicable, to perform work relating to the routine maintenance of the Project and "Construction Agreement" means the applicable construction contract between the School District or Park District and said Contractor or Contractors, for said work. The substantive provisions of this Exhibit shall be incorporated into any Construction Agreement. "Additional Insured" means the City. "Parties" means City, School District and/or Park District.

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractors shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, including death, property damage and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and liability arising from the indemnity provisions of any Construction Agreement. The CGL insurance shall also provide for Broad Form Property Damage, Underground Hazard, and Broad Form Property Damage.

The Additional Insured shall be included as an insured under the CGL, using ILO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractors shall maintain commercial general liability (CGL) and, if required by the Additional Insured, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written in ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractors shall maintain business auto liability and, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence or claim. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos, and mobile equipment to the extent it may be excluded from CGL coverage.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractors shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Additional Insured has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against the Additional Insured and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, a Contractor shall furnish the Additional Insured with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All policies shall provide for 30 days' written notice to the Additional Insured prior to the cancellation or material change of any insurance referred to therein. Written notice to the Additional Insured shall be by certified mail, return receipt requested.

Failure of the Additional Insured to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of an Additional Insured to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Additional Insured shall have the right, but not the obligation, of prohibiting Contractors or any subcontractor from entering the project site until such certificates or other evidence that

insurance has been placed in complete compliance with these requirements is received and approved by the Additional Insured

Failure to maintain the required insurance may result in termination the Construction Agreement.

With respect to insurance maintained after final payment in compliance with a requirement above, and additional certificate(s) evidencing such coverage shall be promptly provided to the Additional Insured whenever requested.

Contractors shall provide certified copies of all insurance policies required above within 10 days of written request by the Additional Insured for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, an Additional Insured has the right to reject insurance written by an insurer it deems unacceptable. Such insurance companies must be qualified to do business in Illinois.

3. Cross-Liability Coverage

If a Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Additional Insured. At the option of the Parties or the Railroad, a Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured, their officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractors shall cause each subcontractor employed by a Contractor to purchase and maintain insurance of the type specified above. When requested by the Additional Insured, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor

6. Occurrence and Claims Made Policies

All insurance required herein shall be on an "occurrence" basis. If, after every diligent effort to procure such insurance has been made, and such insurance cannot be obtained, Contractor may provide insurance on a "claims made" basis, but such coverage must provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance required hereunder be cancelled.

7. Insurance Required by Railroad

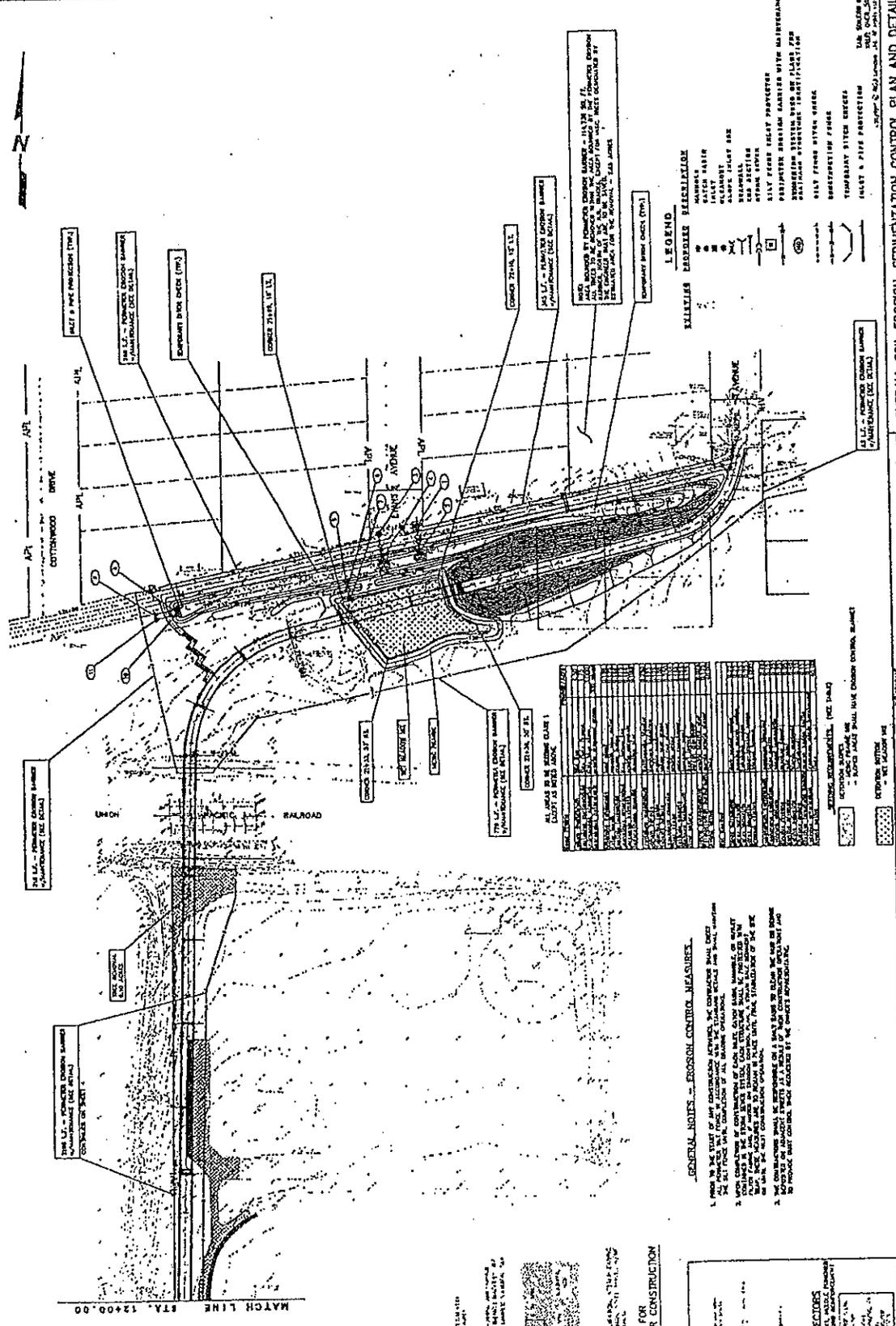
If Railroad requires higher amounts or different types of insurance, with respect to work done on or near Railroad property, the Contractor shall purchase such insurance, and shall name Railroad as an insured or additional insured thereunder, as Railroad may require.

F. Indemnification

To the fullest extent permitted by law, Contractors shall indemnify and hold harmless the Parties, including the Additional Insured, and their officers, officials, employees, volunteers and agents, from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Contractor shall similarly protect, indemnify and hold and save harmless the Parties, including the Additional Insured, and their officers, officials, employees, volunteers and agents, against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Construction Agreement.

Union Pacific Railroad Overpass Project (Top View)

DATE	BY	REVISION
10/15/00



OVERALL SOIL EROSION, SEDIMENTATION CONTROL PLAN AND DETAILS PEDESTRIAN/BICYCLE PATH BRIDGE OVER UNION PACIFIC RAILROAD	
DATE	10/15/00
SCALE	1" = 30'
SHEET NO.	5 of 52

CEMCON, Ltd.
 Consulting Engineers, Ltd. Surveyors & Planners
 5200 Main Street, Suite 100
 Wheaton, Illinois 60187
 PREPARED FOR: WHEATON PARK DISTRICT
 656 S. MAIN STREET
 WHEATON, ILLINOIS 60187

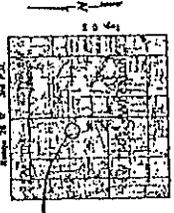
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EXHIBIT

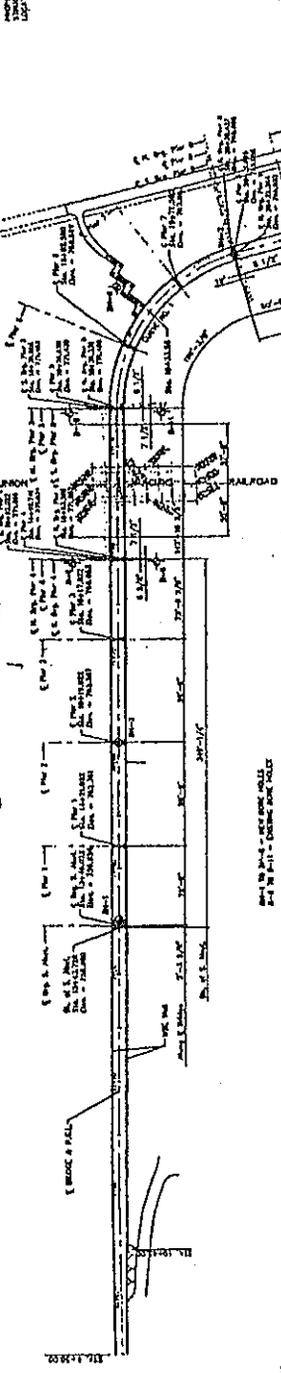
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DATE	1/15/22
BY	J.M.
CHECKED BY	J.M.
SCALE	AS SHOWN
PROJECT NO.	100-1000
SHEET NO.	14 OF 34

Project Top View



LOCATION SKETCH



PLAN

DESIGN SPECIFICATIONS
 Design based on specifications for Highway Bridges, 1937.
 Allowable stresses for steel and bridge construction.
 Allowable stresses for concrete and masonry.
 Allowable stresses for timber and wood.
 Allowable stresses for earth and retaining walls.
 Allowable stresses for foundations.
 Allowable stresses for miscellaneous structures.

CONSTRUCTION SPECIFICATIONS
 2001 - Standard Specifications for Road and Bridge Construction.
 2002 - Standard Specifications for Highway Bridges.
 2003 - Standard Specifications for Highway Bridges.
 2004 - Standard Specifications for Highway Bridges.
 2005 - Standard Specifications for Highway Bridges.

LOADING
 100 lbs. per sq. ft. live load on deck.
 100 lbs. per sq. ft. dead load on deck.

DESIGN STRESSES

(ALL IN UNITS)
 $f_c = 2,000$ psi
 $f_t = 10,000$ psi
 $f_s = 16,000$ psi (shear stress)
 $f_b = 20,000$ psi (bending stress)

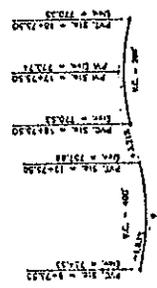
SEISMIC DATA

Seismicity of the area is low.
 No special seismic provisions are required.

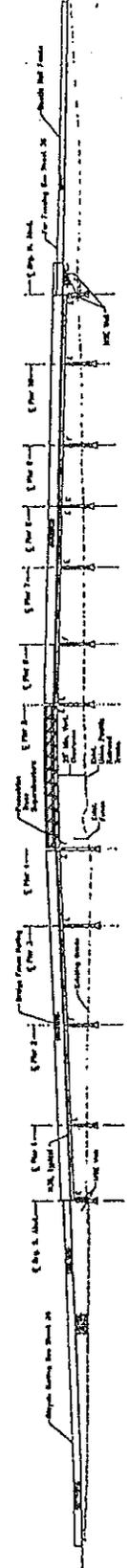
Project Side View

CURVE DATA

PC	1+00.00
PT	1+100.00
PI	1+050.00
EA	1+050.00
EB	1+100.00
EC	1+150.00
ED	1+200.00
EA	1+050.00
EB	1+100.00
EC	1+150.00
ED	1+200.00



PROFILE GRADE

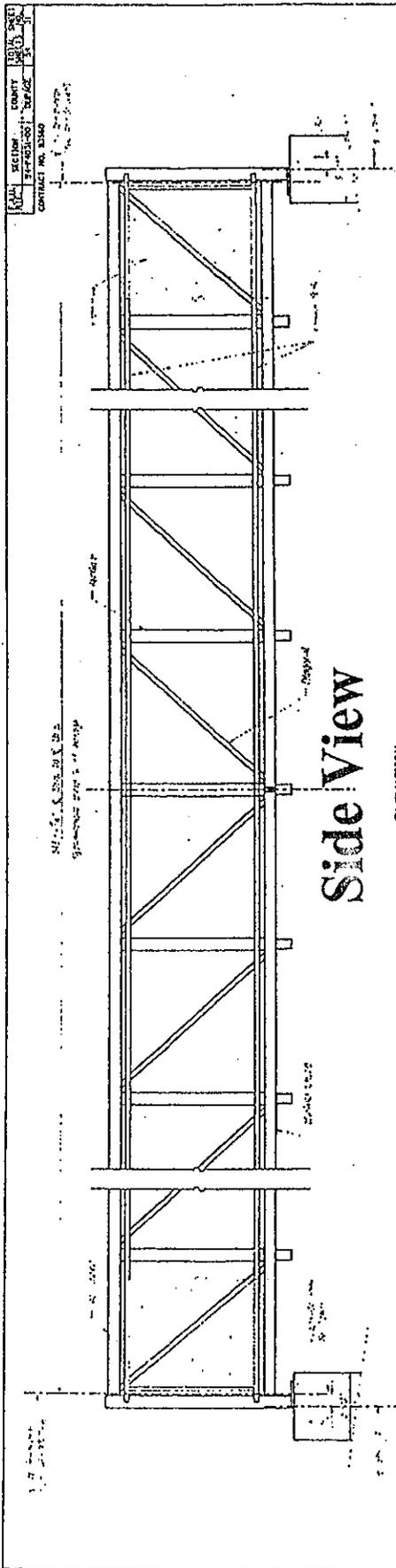


ELEVATION

NOTE:
 THE QUALITY OF THE CONSTRUCTION OF THIS BRIDGE SHALL BE GUARANTEED BY THE CONTRACTOR.

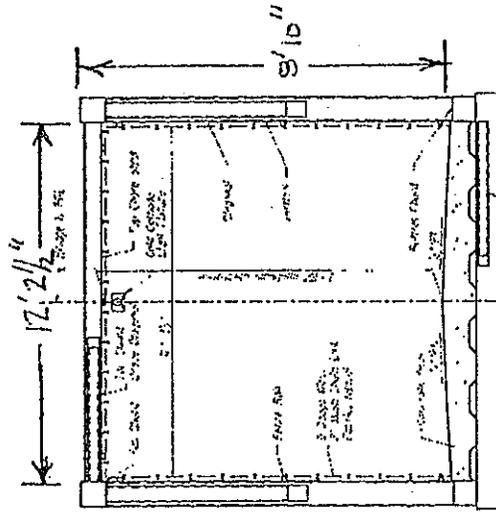
WHEATON PARK DISTRICT 100 S. MAIN STREET WHEATON, ILLINOIS 60187		CEMCON, Ltd. 100 S. MAIN STREET WHEATON, ILLINOIS 60187 PHONE 344-1100	
PROJECT NO.	100-1000	DATE	1/15/22
BY	J.M.	CHECKED BY	J.M.
SCALE	AS SHOWN	PROJECT NO.	100-1000
SHEET NO.	14 OF 34	DATE	1/15/22

Railroad Overpass Structure



Side View

ELEVATION



Cross Section
BRIDGE CROSS SECTION

TOP OF DECK ELEVATIONS AT BRIDGE

STATION	TRUSS								
1+00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
1+25	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
1+50	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
1+75	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
2+00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
2+25	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
2+50	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
2+75	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3+00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3+25	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3+50	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3+75	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
4+00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
4+25	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
4+50	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
4+75	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
5+00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

Note: Theoretical Deck Centerline and to be adjusted for standard deflection for use in the field.

1. The bridge shall be constructed in accordance with the plans and specifications herein.
2. The bridge shall be constructed in accordance with the plans and specifications herein.
3. The bridge shall be constructed in accordance with the plans and specifications herein.
4. The bridge shall be constructed in accordance with the plans and specifications herein.
5. The bridge shall be constructed in accordance with the plans and specifications herein.
6. The bridge shall be constructed in accordance with the plans and specifications herein.
7. The bridge shall be constructed in accordance with the plans and specifications herein.
8. The bridge shall be constructed in accordance with the plans and specifications herein.
9. The bridge shall be constructed in accordance with the plans and specifications herein.
10. The bridge shall be constructed in accordance with the plans and specifications herein.

BILL OF MATERIAL

ITEM	QUANTITY	UNIT	PRICE	TOTAL
1. Steel Truss	100	sq ft	1.00	100.00
2. Deck	100	sq ft	1.00	100.00
3. Rail Road Track	100	sq ft	1.00	100.00
4. Bridge Cross Section	100	sq ft	1.00	100.00

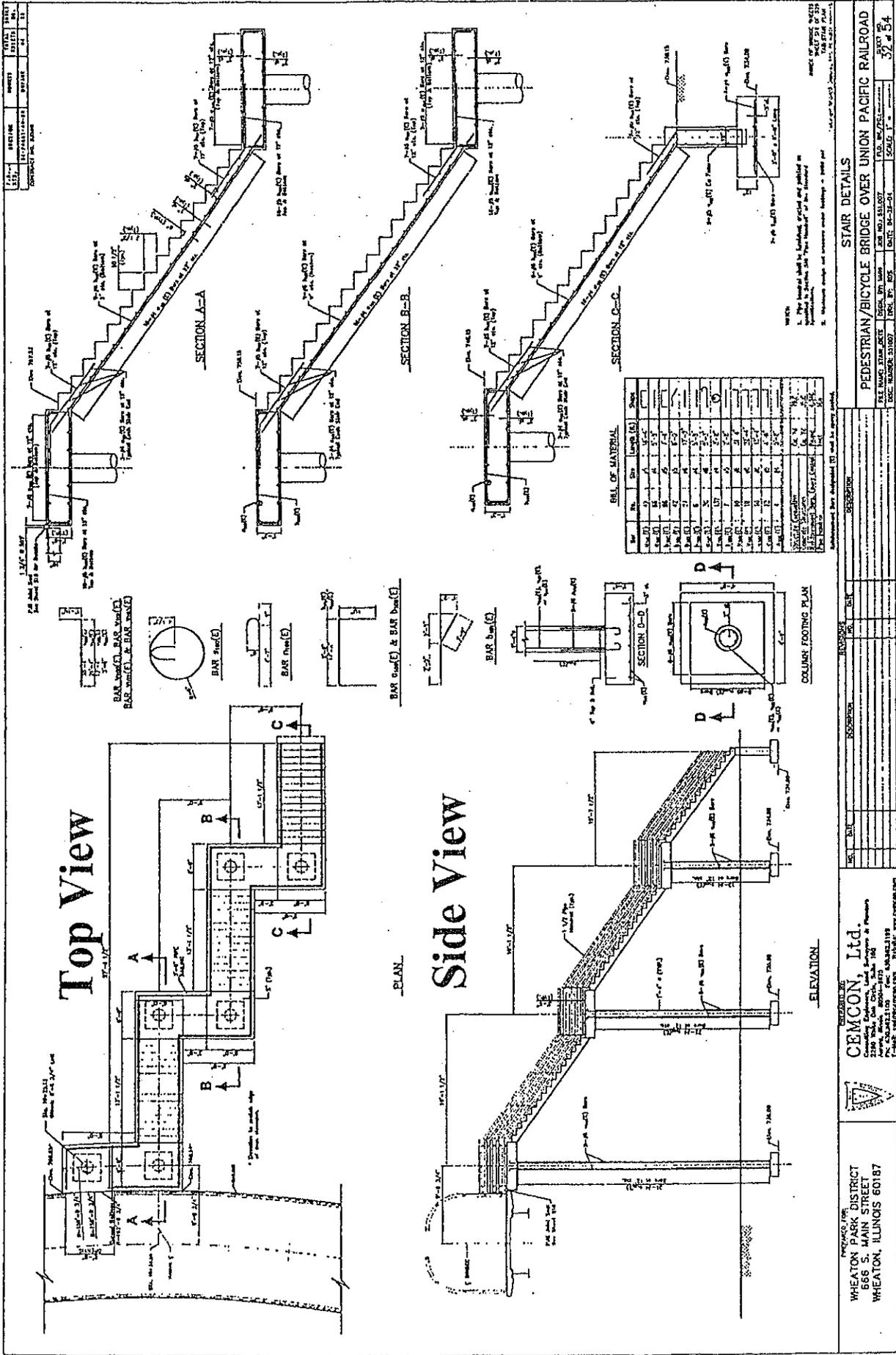
DESIGNED BY: CRMCON, L.L.C.
 200 W. 1st St., Suite 100
 Chicago, IL 60601
 Phone: (773) 462-1111
 Fax: (773) 462-1112

WHEATON DISTRICT
 WHEATON, ILLINOIS 6087

PEDESTRIAN/BICYCLE PATH BRIDGE OVER UNION PACIFIC RAILROAD

FILE NAME: P1001001
 DATE: 10/10/01
 SHEET NO. 31 of 34

Stairway Detail Near Cottonwood Drive



Name of MIP – Mile Post 26.20, Geneva Subdivision, at or near Lincoln Marsh on the north, and Monroe Middle School on the south, in Wheaton, Illinois

LICENSE FOR
GRADE SEPARATION
BICYCLE AND PEDESTRIAN OVERPASS CROSSING
ON RAILROAD PROPERTY

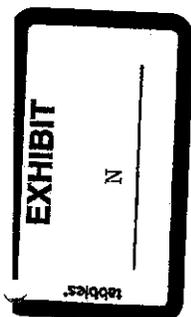
THIS AGREEMENT is made this _____ day of _____, 2005, by and among **UNION PACIFIC RAILROAD COMPANY**, a Delaware Corporation ("UP"), **WHEATON PARK DISTRICT**, an Illinois park district, and **COMMUNITY UNIT SCHOOL DISTRICT 200, DU PAGE COUNTY, ILLINOIS**, an Illinois school district (hereinafter, collectively, the "Licensee"). This Agreement will be presented to the Illinois Commerce Commission as part of a petition to allow construction of the Overpass, as herein defined.

IT IS AGREED as follows:

Section 1. RIGHT GRANTED.

a) In consideration of a one time licensee fee in the sum of **One and 00/100's DOLLARS (1.00)** to be paid by Licensee to UP, upon the execution and delivery of this Agreement, and in consideration of the costs and expenses to be incurred by UP and/or Licensee pursuant to this Agreement, and subject to the terms and conditions of this Agreement, UP hereby grants to Licensee, its successors and assigns, a license to construct, maintain, use, repair, renew and reconstruct a public pedestrian and bicycle overpass (the "Overpass") over UP's right-of-way and tracks, including air rights, at/between UP's Mile Post 26.20, Geneva Subdivision, at or near Lincoln Marsh on the north and Monroe Middle School on the south, in Wheaton, Illinois., in the location shown on the print dated marked **Exhibit A** attached hereto and hereby made a part hereof (hereinafter the "Property"). The Overpass shall also consist of a chain link fence at least six (6) feet high along the north side of the UP right-of-way beginning at County Farm Road and continuing east to a point where the north right-of-way line of the UP intersects the north line of the SE ¼ of the NW ¼ of Section 17, T39N, R10 E, the length of the fencing along the UP right-of-way to be approximately 5,335 L.F., and approximately 300 L.F. of fencing will continue off the UP right-of-way and along the quarter quarter line, the boundary between property of the Wheaton Park District and property of another party, the total fence length being approximately 5,685 L.F., with gate access at two locations along the fence line, the location of said fence also being marked on Exhibit A. Licensee and UP hereby acknowledge that work for the initial construction and subsequent maintenance, repair, renewal and reconstruction, of the Overpass shall involve physical entry onto the Property, but that the Overpass, when constructed, shall only be over the Property, with no supports for the Overpass being on the Property. Further, for the aforesaid consideration, and subject to the terms and conditions of this Agreement, UP hereby grants to Licensee, its successors and assigns, a license to use UP's access road north of its tracks, between County Line Road on the west and the location of the Overpass on the east, for construction and delivery vehicles to use during the initial construction and any subsequent maintenance, repair, renewal and reconstruction of the Overpass. This access road is marked on Exhibit A and shall be considered part of the Property.

b) Licensee, at its sole cost and expense, will construct, maintain, repair, renew and reconstruct the Overpass and all other necessary facilities, structures, appurtenances, warning signs, stop signs and fencing on the Property, and/or on adjacent UP right-of-way or Licensee's adjacent property, in compliance with all design and construction specifications and plans that have been reviewed and approved by UP. Licensee shall restore, and shall cause its contractors and subcontractors to restore, the Property and the access road, to the condition in which the Property and the access road existed prior to commencement of the work described herein.



c) Licensee agrees to inform the Wheaton, Illinois police department of the completion of the Overpass, and to request such police department to patrol the Overpass and enforce the prohibition against trespass of UP's adjacent right-of-way.

d) Licensee, at its sole expense, shall promptly remove any graffiti that the Overpass users may paint or place on the Overpass or the Property.

e) Licensee will comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to the use, management and maintenance of the Overpass.

f) The rights granted herein are made subject to and subordinate to the prior and continuing right and obligation of UP, its successors and assigns, to use all of the tracks and property underlying the Overpass, and all of the other Property, in the performance of its duty as a common carrier, and there is reserved unto UP, and its successors and assigns, the right (consistent with the rights granted herein to Licensee) to construct, reconstruct, maintain, repair, use and operate existing or future additional railroad tracks, track appurtenances, fiber optic or signal lines and facilities, pipe, and wire lines over, under and across the Property.

g) The rights granted herein are granted only insofar as UP may lawfully grant the same and UP makes no covenant or warranty of title, or for quiet possession or against encumbrances. No damages shall be recoverable from UP because of any dispossession of Licensee or because of failure of, or defect, in UP's title to the Property. The rights granted herein are also subject to any and all outstanding or existing licenses, leases, easements, restrictions, conditions, covenants, claims of title and other rights (whether public or private and whether recorded or unrecorded) including, but not limited to, those for communication, pipeline and wire line facilities and also to any and all extensions and renewals thereof. The Licensee shall not damage, destroy or interfere with the property or right of nonparties in, upon or relating to the Property, unless Licensee at its sole expense, settles with and obtains a release from such nonparties on mutually satisfactory terms.

h) Licensee, by virtue of this grant, shall not encroach upon, or occupy or use any other property of UP, except as required for the construction of the Overpass, and emplacement and maintenance of the fencing and other items as herein required.

i) UP grants to Licensee only the right for the purposes aforesaid, including but not limited to maintenance of the fencing and use of the aforesaid access road, and Licensee shall not use or permit use of the Property for any other purpose.

j) To enable UP to perform construction, operation or maintenance work on the tracks, track appurtenances, right of way, bridge, embankments, or other improvements on the Property, from time to time as UP, in its sole discretion, may deem necessary or convenient, UP may temporarily close the Overpass after reasonable notice to Licensee, unless such work is of an emergency nature in which event UP may close the Overpass without prior notice to Licensee. In the event of such an emergency, UP will post appropriate signs indicating the Overpass is closed and immediately notify Licensee of such closure.

k) If the right granted herein shall result in a substantial operational or safety problem for UP, then the parties shall negotiate in good faith to resolve such problem to the mutual satisfaction of the parties.

l) Fiber optic cable systems may be buried on UP's right-of-way. Protection of the fiber optic cable system is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee, or its contractors, shall telephone UP 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 seven day number for emergency calls) to determine if fiber optic cable is buried anywhere on the right-of-way to be used by Licensee. If it is, Licensee, or its contractors, will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make

arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the right-of-way.

Section 2. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT; FLAGGING.

a) The Licensee confirms that all work described herein, will be performed by a contractor or contractors hired by the Licensee. The Licensee agrees to require each of its contractors, (and their respective subcontractors), to execute UP's form of Contractor's Right of Entry Agreement that is marked **Exhibit B**, hereto attached and hereby made a part hereof, and to provide UP the insurance binders or certificates set forth in Exhibit C of the Contractor's Right of Entry Agreement before commencing any work on any UP property.

b) In its agreements with its contractors and subcontractors, the Licensee shall also require its contractors/subcontractors to perform their construction work in such a manner so as not to endanger or delay the movement of trains, engines or cars of UP, and so as not to injure or endanger UP's officers, agents, employees or damage their property. In its agreements with its contractors and subcontractors, the Licensee shall also require its contractors/subcontractors to give precedence to the movement of trains, engines and cars of UP, over the movement of vehicles or equipment or construction activities of the Licensee's contractors/subcontractors.

c) If at any time during the initial construction of the Overpass or fencing , UP deems it necessary that flagging protection is necessary, such flagging shall be provided by UP at no cost to Licensee as set forth in the Contractor's Right of Entry Agreement described in Section 2-a) above.

Section 3. LIABILITY.

To the extent permitted by Illinois law, Licensee shall save, protect, defend, indemnify and hold harmless UP, and its respective affiliates, and their respective officers, agents and employees (collectively, the "Indemnitees"), against and from any and all liability, damages, claims, demands, costs and expenses, fines and penalties of whatsoever nature, including court costs and reasonable attorney's fees (individually, a "Cost" and collectively, the "Costs") , paid or incurred by UP, arising from and growing out of any injury to or death of any person whomsoever (including officers, agents, and employees of UP or the Licensee and of any contractor, as well as other persons) or loss of or damage to any property whatsoever (including property of or in the custody of UP, the Licensee or any contractor of UP or Licensee, as well as other property), when such Cost occurs or arises from: i) Licensee's or Licensee's employees,' contractors' or agents' use of the Property and Overpass; or ii) Licensee's breach of any of its obligations under this Agreement; or iii) any use of the Property and Overpass by members of the general public while using any portion of the Overpass for its intended purposes; or iv) any misuse or non-intended use of the Property and Overpass by members of the general public when such misuse or non-intended use could not have occurred but for the existence of the Overpass; but not to the extent any Cost occurs or arises from the negligent or wrongful act or omission to act of any of the Indemnitees. Notwithstanding anything contained in this Agreement to the contrary, Licensee's liability under this Section shall never exceed \$10,000,000 per occurrence. Nothing in this Agreement shall be deemed to constitute an express or implied waiver, or shall waive, any of UP's or Licensee's privileges or immunities under any applicable statute or at common law, including but not limited to the Recreational Use of Land and Water Areas Act of the State of Illinois, 745 ILCS 65/1 et.seq. and the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, 745 ILCS 10/1 et. seq.

Section 4. TERMINATION; WAIVER OF BREACH; TERM.

a) UP may terminate this Agreement by giving Licensee notice of termination if Licensee defaults under any obligation of Licensee under this Agreement and, if after written notice is given by UP to Licensee specifying the default, Licensee either, (i) fails to cure the default within 30 days after the default notice is received by Licensee, or (ii) if the default is of such a nature that it cannot be cured within 30 days, Licensee fails to begin and be diligently pursuing the cure of the default within 30 days after the

default notice is received by Licensee. A waiver by UP of a breach of Licensee of any covenant or condition of this Agreement shall not impair the right of UP to avail itself of any subsequent breach thereof.

b) UP may also terminate this Agreement by giving written notice to Licensee if safety and operational needs of UP are materially adversely affected or impaired by Licensee's use of the Property, and UP and Licensee cannot come to any mutual agreement or understanding as to how Licensee, at Licensee's sole cost and expense, will eliminate such material effect or impairment, provided, however, that Licensee and UP must negotiate in good faith to resolve the safety and operational needs of UP. Further, if UP terminates this Agreement under this paragraph, UP shall remove the Overpass and fencing at its cost and expense.

c) This Agreement and the license and permission herein granted shall be effective as of the date first herein written, and shall remain in full force and effect until terminated as herein provided, or until the Property and Overpass are abandoned as set forth in Section 5 below.

Section 5. ABANDONMENT.

If Licensee, its successors and assigns, shall abandon the Overpass and Property, or any portion thereof, for the purpose set forth herein for a continuous period of twelve (12) months, then this Agreement and the rights granted herein shall cease automatically and terminate with respect to the portion of the Property so abandoned.

Section 6. REMOVAL OF OVERPASS UPON TERMINATION OR ABANDONMENT.

Within ninety (90) days after termination of this Agreement or Licensee's abandonment of the Overpass and/or Property, the Licensee, at its sole cost and expense, except if termination arises under Section 4-b), above, shall remove all of the Overpass improvements from the Property or adjacent UP right-of-way and restore the Property and such right-of-way to its original condition, failing which UP may perform such activities at the expense of Licensee.

Section 7. NOTICES.

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by overnight express delivery, by mail or by fax transmission. Fax notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed, and (b) followed by delivery of actual notice by overnight express delivery or mail within three (3) business days thereafter. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

UP: Union Pacific Railroad Company
ATTN: Director-Contracts
Real Estate Department
1400 Douglas Street
Omaha, Nebraska 68189-1690
Facsimile: (402) 501-0340

Licensee: Wheaton Park District
ATTN: Executive Director
666 South Main St.
Wheaton, IL 60187
Facsimile: 630/665-5880

Community Unit School District 200,
DuPage County, Illinois
130 W. Park Ave.
Wheaton, IL 60187
Attention: Superintendent
Facsimile: _____

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given five (5) days after deposit with the United States Postal Service.

Section 8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, including any subsequent purchaser of the Overpass, but Licensee shall not assign this Agreement or any rights herein to any party without the prior written consent of UP, which consent shall not be unreasonably withheld and which shall be based solely on UP's consideration of whether the proposed assignee is administratively and financially capable of performing Licensee's obligations herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first above written.

WITNESS:

UNION PACIFIC RAILROAD COMPANY

By _____

By

AVP-Real Estate

WITNESS:

WHEATON PARK DISTRICT

By _____

By

Title: _____

**COMMUNITY UNIT SCHOOL DISTRICT 200, DU
PAGE COUNTY, ILLINOIS**

By: _____

Title: _____

Pursuant to Authority Provided in Wheaton Park District

Resolution No. _____

dated _____

and in Community Unit School District 200, DuPage County, Illinois Resolution _____

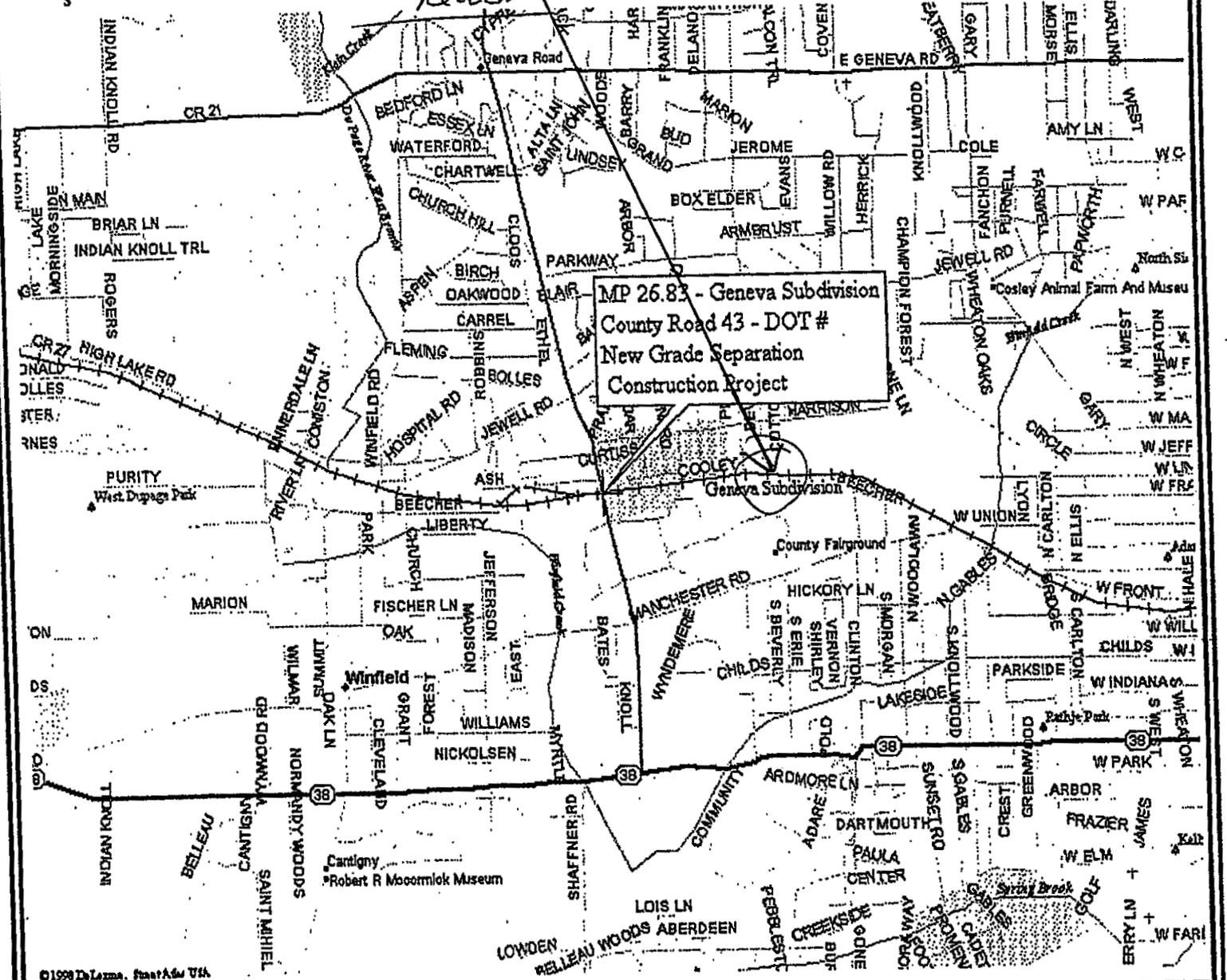
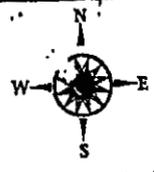
dated _____.

EXHIBIT A

Exhibit A will be the print showing the location of the pedestrian and bicycle overpass on UP's property, showing the location of the fencing and the access road

APPLICATION FOR PUBLIC ROAD CROSSING AGREEMENT

Correct location of overpass well defined to here



©1998 DeLorme, StreetMap USA

WORK TO BE PERFORMED:

- 1. Flagging.

[May change]

EXHIBIT "A", PAGE 1

UNION PACIFIC RAILROAD COMPANY
GENEVA SUBDIVISION
MILE POST 26.83 - 26.20
 near WINFIELD, DUPAGE CO., IL.

To accompany Public Road Crossing Agreement with
WHEATON PARK DISTRICT and
COMMUNITY UNIT SCHOOL DISTRICT 200
 for the construction of a new overpass public road crossing.

Folder No. 1892-41

Date: January 31, 2003

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

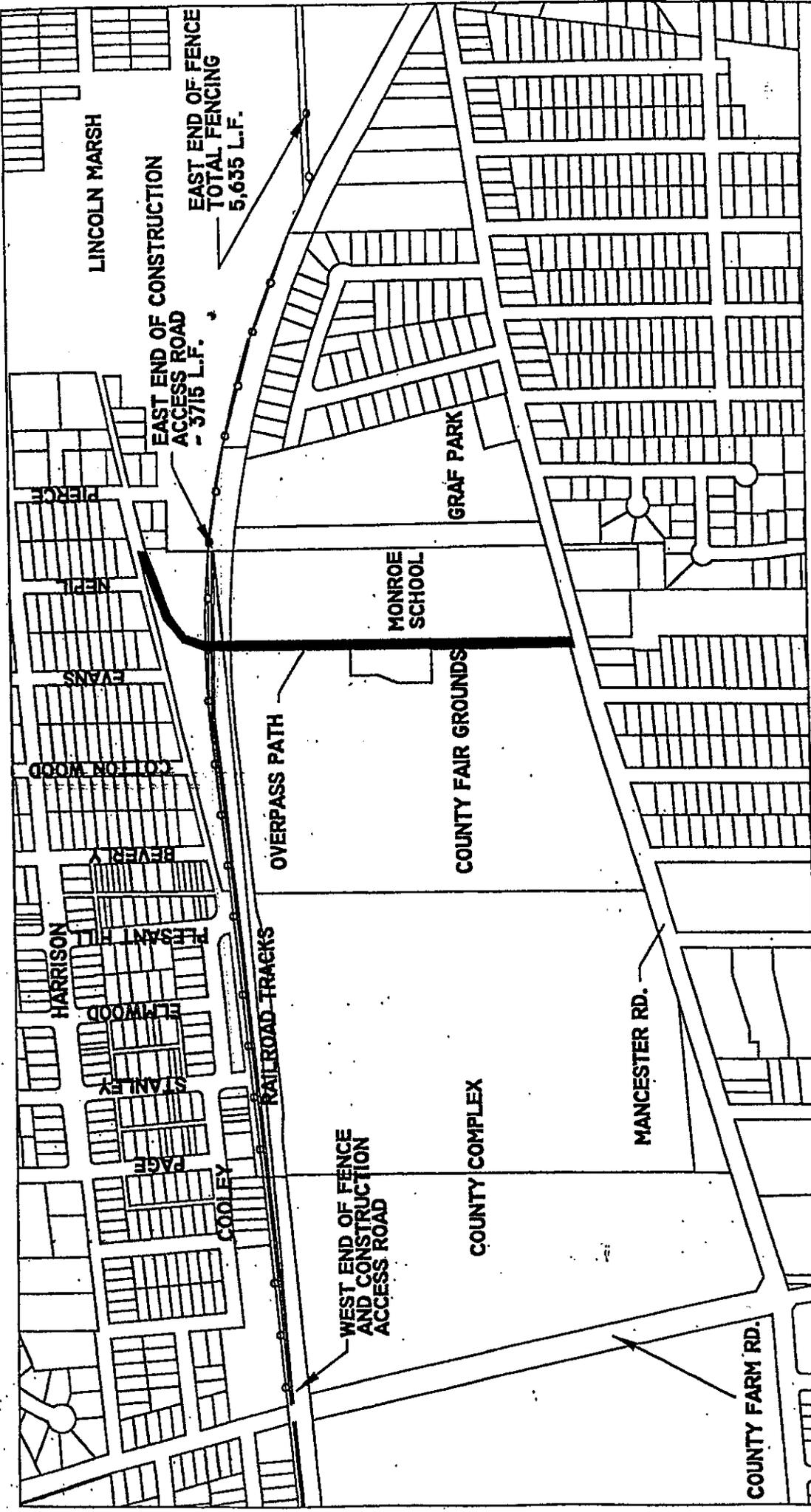
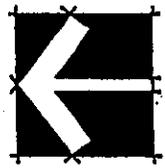


Exhibit A,
P. 2



OVERPASS PATH
FENCELINE

WHEATON PARK DISTRICT
866 So. MAIN WHEATON IL, 60187
(630)865-4710

drawn by: H. Koll	revised by:
date: 7/1/2008	date:
revised by:	revised by:
date:	date:
revised by:	revised by:
date:	date:

OVERPASS PROJECT



EXHIBIT B

Exhibit B shall be the Contractor's Right of Entry Agreement to allow the Contractor to construct and install the pedestrian and bicycle Overpass and fencing upon, along and over the UP's property, and to use the access road, as follows:

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 200__, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (the "Railroad"); and

(Name of Contractor)
a _____ corporation (the "Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by the **Wheaton Park District, as administrative party for itself and Community Unit School District 200, DuPage County, Illinois** to perform work relating to construction or maintenance, repair, renewal or reconstruction of a bicycle/pedestrian overpass (the "Overpass") , or to construct , repair, renew or reconstruct a fence near the Overpass (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Lincoln Marsh on the north and Monroe Middle School on the south, in Wheaton, IL , which work is the subject of a License Agreement for Grade Separation Bicycle and Pedestrian Overpass Crossing on Railroad Property dated among Railroad , Wheaton Park District, and Community Unit School District 200, DuPage County, Illinois (the "License Agreement") .

Contractor has requested Railroad to permit it to perform the work on the portion of Railroad's property shown on the print marked **Exhibit A** to the License Agreement, which Exhibit A also shows the Railroad's access road to the north of its tracks between County Line Road on the west and the Overpass on the east, in Wheaton, IL, which Railroad shall allow Contractor to use for access to the work, and Railroad is agreeable thereto, subject to the following terms and conditions.

AGREEMENT:

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

ARTICLE 1 - DEFINITION OF CONTRACTOR.

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

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the 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 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A, B, C AND D.

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

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. The Contractor shall bear any and all costs and expenses associated with any work performed by the Contractor, or any costs or expenses incurred by the Railroad relating to this agreement [except as otherwise provided on Exhibit B hereto with respect to flagging work during construction being at Railroad's expense], which shall include applicable flagging costs incurred during maintenance, repair, reconstruction or renewal of the Overpass, and shall be no more than \$500.00 per day.

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

Philip E. Shanks
Manager, Track Maintenance
Union Pacific Railroad Company
702 Kress Road
West Chicago, IL 60185
Phone: (312)720-0365
Facsimile (708)876-2728

C. The Contractor, at its own expense, shall adequately police and supervise all work to be performed by the 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 the Contractor for safe conduct and adequate policing and supervision of the Contractor's work shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications involving the work, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad Representative, or by compliance by the Contractor with any requests or recommendations made by the Railroad Representative. At its expense, Contractor shall restore the Railroad property to the condition in which it existed prior to the commencement of any of the work performed by the Contractor.

ARTICLE 5 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____ [will be approximately one year from date agreement is entered into], 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 property.

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

ARTICLE 6 - 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 directed to:

Union Pacific Railroad Company
1400 Douglas Street
Omaha NE 68179-1690
Attn.: Director Contracts
Folder No.: 1892-41

ARTICLE 7 - DISMISSAL OF CONTRACTOR/SUBCONTRACTOR EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad property any employee of Contractor or any subcontractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad property.

ARTICLE 8 - ADMINISTRATIVE FEE.

Contractor shall pay to Railroad **FIVE HUNDRED DOLLARS (\$500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads, other than the access road marked on Exhibit A) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad property without the prior written approval of the Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Manager Contracts

WITNESS:

(Name of Contractor)

By: _____

Title: _____

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. The Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform the Contractor whether a flagman need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the Railroad, such flagging services will be provided at Railroad's expense if the flagging relates to initial construction of the Overpass or the fencing, or at the Contractors' expense, if the work is other than flagging related to the initial construction of the Overpass or the fencing, or if the work relates to any subsequent maintenance, repair, renewal or reconstruction of the Overpass or the fencing (the "Reimbursable Services"), with the understanding that if the Railroad provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall promptly pay to Railroad all charges connected with Reimbursable Services within thirty (30) days after presentation of a bill. The Railroad estimates its fees for Reimbursable Services related to the initial construction of the Overpass and fencing to be \$5,000.00.

B. In determining the amount due from the Contractor when Reimbursable Services are involved, the rate of pay per hour for each man will be the prevailing hourly rate in effect for an eight hour day for the class of men 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 on the day of execution of this agreement. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; 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 the Railroad 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, the Contractor shall pay for Reimbursable Services on the basis of the new rates and charges.

C. Reimbursement to the Railroad will be required covering the full eight hour day during which any flagman is furnished, unless he 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 flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by said flagman following his assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad by assignment of such flagman to other work, even though the Contractor may not be working during such time. When it becomes necessary for the Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, the Contractor must provide the Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5)-days notice of cessation is not given, the Contractor will still be required to pay flagging charges for the five (5)-day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to the Railroad if flagging service are needed again after such five day cessation notice has been given Railroad. The requirements of this Section 1-C relate only to Reimbursable Services, and not to any flagman provided by Railroad during the initial construction of the Overpass and the fencing.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair,

renew, use, operate, change, modify or relocate railroad tracks, roadways, 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 the Railroad without liability to the Contractor 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 the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. The Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of the Railroad, including without limitation, the operations of the Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by the Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of the Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of the Railroad and work performed by the Railroad personnel and delays in the work to be performed by the Contractor caused by such railroad operations and work are expected by the Contractor, and Contractor agrees that the Railroad shall have no liability to Contractor, its subcontractors or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of the Railroad and third parties so as to avoid interference with railroad operations. The safe operation of the Railroad takes precedence over any work to be performed by the Contractor.

Section 4. LIENS.

The Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. The Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed. The Contractor shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If the Contractor fails to promptly cause any lien to be released of record, the Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS .

A. Fiber optic cable systems may be buried on the 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. Contractor shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except 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 the Railroad's premises to be used by the Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. The Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, the Contractor shall indemnify, defend and hold the Railroad harmless from and against all costs, liability and expense whatsoever paid or incurred by Railroad (including, without limitation, reasonable attorneys' fees, court costs and expenses) arising out of any act or omission of the Contractor, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action by a telecommunication company or its customers against Contractor for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, the Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by the Contractor. The Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. The Contractor shall at a minimum comply with the Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by the Railroad's own forces. As a part of the Contractor's safety responsibilities, the Contractor shall notify the Railroad if the Contractor determines that any of the Railroad's safety standards are contrary to good safety practices. The Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter on the job site.

B. Without limitation of the provisions of paragraph A above, the Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. The Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. The Contractor shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. The Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of the Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by the Railroad, the Contractor shall deliver to the Railroad a copy of the Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require the Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, the Contractor shall indemnify, defend and hold harmless the Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, reasonable attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any Indemnified Party, or any employee of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by the Contractor, or (ii) any act or omission of the Contractor, its officers, agents or employees, or (iii) any breach of this agreement by the Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. The Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by the Contractor's own employees. The Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this agreement may be relied upon or used by the Contractor in any attempt to assert liability against the Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by the Contractor or the termination or expiration of this agreement. In no event shall this Section 8 or any other provision of this agreement be deemed to limit any liability the Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Contractor to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Contractor, then in that event the Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. The Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by the Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by the Contractor shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by the Contractor and the Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between the Contractor and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by the Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

The Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. The Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by the Contractor as provided in this agreement, and to indemnify the Contractor and the Railroad to the same extent as the Railroad is indemnified by the Contractor under this agreement.