PROJECT DESCRIPTION

Overview

Metra is proposing to reconstruct and improve the 59th-60th Streets / University of Chicago Station on the Metra Electric Main Line to maintain service and improve ADA access. Improvements will include reconstruction of all four headhouses, reconstruction of the 59th Street depot, ADA access to the platforms, platforms amenities, bridge improvements, and re-opening and reconstructing the 60th Street depot.

The current 59th-60th Streets / University of Chicago Station provides 68 inbound and 58 outbound trains every weekday, effective May 18, 2020. In addition to providing access to the University of Chicago, this station will serve as a gateway from public transportation to the proposed Obama Presidential Library, which is approximately 1.5 blocks to the east. Project location maps and a map that illustrates the project location relative to the Obama Presidential Library are in Attachment 1.

Representatives from the Barack Obama Presidential Library (OPL) and University of Chicago have participated in planning meetings for the station rehabilitation project. Although the new station will support anticipated ridership increases as a result of the new OPL, the impetus of the project emanated from the University of Chicago. The University of Chicago has several new facilities planned or completed south of 60th Street, including the Logan Center for Arts, Woodlawn Residential Commons, and the Rubenstein Forum. Capital funds to renovate these stations were originally programmed in the 2009 Metra Capital Program, which pre-dates the decision to locate the OPL in Jackson Park. See Attachment 2 for improvement plans for the OPL and University of Chicago.

Metra has worked with University of Chicago officials to coordinate and agree upon design concepts for the depots, headhouses, and warming shelters. There is a fully executed agreement between Metra and the University of Chicago for both funding and cooperation on design. The January 10, 2018, Contribution Agreement is in Attachment 3.

Metra does not own the full width of the embankment. Metra’s four tracks and stations are on the western portion of the embankments. The eastern portion of the embankment and the two easternmost tracks are owned and operated by the Canadian National Railway (CN). Metra’s project improvements both on top of the embankment and under the bridge will occur on the west side only. Attachment 4 contains a map that illustrates the Metra and CN property lines.
This project does not involve land acquisition; construction will be almost entirely within the existing footprint of land used for commuter railroad purposes, except the temporary construction access ramp footprint, which will be provided by the University of Chicago.

**Scope of Work**

The Metra Electric Main Line is on a grade-separated embankment at the 59th-60th Streets / University of Chicago Station. The station includes boarding platforms that can only be accessed by stairs from street level. The station does not currently meet the standards for ADA accessibility. At the direction of the City of Chicago, portions of the railroad’s embankment were constructed in 1892 by the Illinois Central Railroad to eliminate grade crossings in preparation of the Columbian Exposition. Between 59th and 60th Streets over the Midway Plaisance, temporary trestles were constructed, but were replaced with the current earthen embankments, per a City of Chicago ordinance.

The existing 59th-60th Streets / University of Chicago Station was built around 1918 and replaced prior station facilities. The platforms, shelters, and lighting were last reconstructed in 2017. The most recent rehabilitation of the 59th Street station entrance was in 1994. The 60th Street depot entrance has been shuttered for almost 45 years and is unsafe for occupation. The entrance to the platforms from the 60th Street depot was sealed with masonry and the track-level access was sealed with wood and fencing. The existing conditions including the need to better serve the Woodlawn community and existing University of Chicago facilities south of the Midway Plaisance, coupled with a potential increase in ridership due to University of Chicago expansion projects and the Barack Obama Presidential Library, justify the need to reconstruct and open the 60th Street entrance. Construction of the Barack Obama Presidential Library is scheduled to begin in 2021, and once opened, it is estimated to attract 700,000 visitors annually. Attachment 2 contains maps that illustrate improvement plans for the University of Chicago and Barack Obama Presidential Library. Photographs of the existing conditions and a photograph location key map are found in Attachment 5.

The proposed project includes extensive work at both the 59th Street and 60th Street depots and platforms; the scope of work at each station is similar. The scope of work can be divided into four work areas: headhouse and platform-level improvements, street-level depot reconstruction, ADA access and circulation improvements, and bridge improvements. The improvements under each of these areas is described below.

**Headhouse & Platform Level Improvements**

The two island platforms and the existing 59th Street headhouses will be removed and replaced. Two new headhouses for the re-opened 60th Street entrance will be constructed. The platform design will include a windbreak and new warming houses in a design that will be consistent with the rest of the rehabilitated station facility. Stairways, platform lighting and station signage will be replaced on both platforms. Security cameras will be installed at the platform level.

For construction equipment and materials to access the platform level, a temporary access ramp will be built on the west side of the embankment south of 60th Street, outside of the Jackson Park Historic Landscape District. This access ramp is described in more detail below.
See Attachment 6 for conceptual renderings for the improvements of the 59th-60th Streets / University of Chicago Station.

**Street-Level Depot Reconstruction**

The 60th Street entrance will be re-opened. The street-level depots at both 59th Street and 60th Street will be completely reconstructed due to their advanced states of deterioration. As a part of the reconstruction of both depots, the ground-level lobby area will be expanded under the bridge to accommodate an enlarged waiting area, new stairs to the platform, and elevators. To develop this additional space, the ticket agent offices will be removed, and the existing stations’ infilled brick masonry walls will be removed between the columns. New, clear glazed exterior walls will be constructed for each depot. The glazed walls at the west end will extend out towards the face of the bridge, but be setback from the face of the overpass. The footprint of both depots will be expanded under the viaducts onto part of the sidewalk area, with the innermost set of columns to be incorporated into the station area; The columns will be restored, repairing flaking concrete and repainted white. The new elevator shafts will be constructed into existing disturbed area within the embankment; no additional removal of embankment materials will be required.

The new depot areas will also include LED lighting, murals which recognize the historical significance of the area, ticket vending machines, and wayfinding information to direct passengers to local destinations. The proposed layout for both the 59th Street and 60th Street depots will be similar.

**ADA Access & Circulation Improvements**

Four new staircases will be relocated from their current location and installed to provide access to the platform. The relocation is needed, in part, to accommodate the construction of elevators and elevator lobbies. One elevator is planned at each end of the two platforms for the 59th Street entrance and the 60th Street entrance. The depots include other circulation modifications, such as accessible door widths with button-activated openers, necessary to meet the Americans with Disabilities Act (ADA) requirements for a fully accessible station. The new elevators will be built within the existing Metra-owned railroad right-of-way on land that has been previously disturbed through the creation of the embankment. The elevators and stairs are located north of 59th Street, and south of 60th Street, and are thus not altering the section of embankment within the footprint of the Midway Plaisance. Security cameras will be installed at both elevators and the headhouses on the top of the new staircases.

**Bridge Improvements**

Metra is planning minor bridge improvements at the 59th-60th Streets / University of Chicago Station. Metra will waterproof the bridge surface under our four tracks to prevent water leakage and potential damage to the new depots. Also planned is concrete repair work to fix cracked concrete columns and to restore them to their original round shape, to repaint the columns white, and to improve the lighting near the depot entrances.

Running east to west, there are 150 columns at both 59th Street and 60th Street at the area under Metra control. 26 of the 150 columns at 59th Street have contemporary concrete repairs that have converted the round columns to square. These columns will be repaired to restore the round column shape. Additional partial depth concrete patch repairs will be performed at the remaining round columns,
arches, and the underside of the concrete bridge deck. These repairs will be performed in-kind with the original design of the concrete work.

The balustrade and ornamental panels at the west face of the concrete bridge will remain in place. The face of the bridge structure will be painted white.

Metra is coordinating with the Chicago Department of Transportation (CDOT) to improve pedestrian access to the station and between the major destinations in the area: The Museum of Science and Industry, the University of Chicago, and the Barack Obama Presidential Library. However, the extent of Metra’s pedestrian improvements will be limited to the station area and beneath the bridges. These improvements will include improved sidewalks, wayfinding signage within the station, and ADA curb ramps. CDOT will provide LED lighting upgrades under the bridge and review and issue permits for our work related to paving and structures.

Temporary Construction Access Ramp
The University of Chicago has granted Metra a temporary easement to construct a temporary ramp to provide construction access to the track level from the ground level. The easement area is currently a concrete access road between the University of Chicago Press building and a University of Chicago power plant. As a result, the University of Chicago Press will temporarily lose access to a small parking lot.

The ramp will be built, in part, over the existing stone retaining wall and embankment. The stone retaining walls are present to either side of the tracks both north of 59th Street and south of 60th Street. In general, the stone is spalling, cracked, displaced, or collapsed. Metra will restore the stone retaining wall after the removal of the temporary construction ramp. The location of the temporary access ramp is labeled on the aerial map in Attachment 1.

Section 106 Analysis

Because the Federal Transit Administration (FTA) may provide funding for this proposed project, the project is a federal undertaking subject to compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (16 USC 470 et seq.) and its implementing regulations (36 CFR 800). Specifically, Section 106 of the NHPA requires that the responsible federal agency consider the effects of its actions on historic properties, which are properties listed in or determined eligible for listing in the National Register of Historic Places (NRHP), and afford the Advisory Council on Historic Preservation (ACHP) and consulting parties a reasonable opportunity to comment on the undertaking. Historic properties are defined in 36 CFR part 800.16(1)(1) as “any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in the NRHP.”

All Section 106 work will be conducted by professional architectural historians who meet or exceed the Secretary of the Interior’s Professional Qualification Standards.

Area of Potential Effects (APE)
An Area of Potential Effect (APE) recommendation was developed by AltusWorks, Inc. The delineation of the APE is based upon the potential effects of the physical and visual disruptions caused
by the undertaking. The APE boundaries also consider the project limits of disturbance, grade disruption, site access, trucks, and material storage. A description and map of the APE as well as photos documenting viewsheds around the Project area are included in Attachment 7.

**Consulting Parties**
FTA will identify organizations with a demonstrated legal, economic, or historic preservation interest in the project vicinity, and invite them to participate as consulting parties during the project study. These include the State Historic Preservation Officer (SHPO), local government representatives, and cultural resources and historic preservation organizations, and tribes. Consulting parties can provide comments on eligibility, effects, and mitigation as part of the Section 106 process. A list of organizations who will be invited as Consulting Parties for this project is in Attachment 8.

As the project progresses, a consulting parties meeting may be held to address common concerns or discuss project effects should FTA determine one is necessary based on the scope of the project and responses received from consulting parties.

**Eligibility and Effects**
AltusWorks, Inc., has been commissioned by Metra to prepare an Eligibility and Assessment of Effects (AOE) report, which will include a historic property inventory and determination of eligibility for listing on the National Register of Historic Places (NRHP). AltusWorks is a certified historic preservation consultant with the Illinois State Historic Preservation Office (SHPO) and meets the Professional Qualifications Standards used by the National Park Service and published in the Code of Federal Regulations, 36 CFR Part 61.

The Assessment of Effects (AOE) report documents the effects to NRHP listed and eligible historic properties identified during the historic property inventory and associated with the proposed undertaking in and adjacent to the 59th / 60th University of Chicago Metra Station. This report will assess potential effects to above-ground historic resources in accordance with 36 CFR 800.5. This report will also consider issues identified by consulting parties.
Attachments

Attachment 1 - Project Location Map & Aerial Map
Attachment 2 - Proposed Site Plan, Obama Presidential Library
University of Chicago South Campus Construction Map
Attachment 3 - University of Chicago Memo of Understanding
Attachment 4 - Project Area Property Lines
Attachment 5 - Station Area Existing Conditions Photograph Location Key Map
Existing Condition Photographs
Attachment 6 - Concept Design Renderings
Attachment 7 - Description of the Area of Potential Effect (APE)
Area of Potential Effect Map
Photographs of APE viewsheds
Attachment 8 - Consulting Party Invitation List
ATTACHMENT 1

PROJECT LOCATION MAPS
Existing entrance to the 59th Street Station

Future 60th St entrance

Proposed Obama Presidential Library
ATTACHMENT 2

PROPOSED IMPROVEMENT PLANS BY OTHERS
PROPOSED SITE PLAN, OBAMA PRESIDENTIAL LIBRARY

Source: Obama Foundation, 3/2/2021
UNIVERSITY OF CHICAGO SOUTH CAMPUS CONSTRUCTION MAP

Source: University of Chicago, https://facilities.uchicago.edu/construction/campus_south_program/
ATTACHMENT 3

COMMUTER STATION IMPROVEMENT CONTRIBUTION AGREEMENT
COMMUTER STATION IMPROVEMENT CONTRIBUTION AGREEMENT

THIS COMMUTER STATION IMPROVEMENT CONTRIBUTION AGREEMENT ("Agreement"), made and entered into as of the later of the dates written below, by and between The University of Chicago, an Illinois not-for-profit corporation (the "University") and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra"), provides the terms and conditions under which the University desires to contribute to Metra's 59th Street and 60th Street commuter station improvement project. The University and Metra are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

A. Metra has the authority to make and execute contracts and other instruments necessary or convenient to the exercise of its powers pursuant to 70 ILCS 3615/3B.09. Metra has a station rehabilitation project planned for its commuter train station located at 59th Street, along Metra's Electric District rail line, in Chicago, Illinois, as depicted on Exhibit "A", attached to and made a part of this Agreement. As originally planned, Metra's project scope was to replace platforms and install elevators, headhouses, gatehouses and stairways at the 59th Street entrance ("59th Street Improvements").

B. The University has agreed to contribute funding to Metra's station rehabilitation project provided that Metra include certain additional improvements to its project scope that will provide greater station access to University and community members. Said additional improvements shall include extending the platforms to 60th Street, and installing elevators, headhouses, gatehouses and stairways at the 60th Street entrance ("60th Street Improvements").

C. Metra agrees to construct or cause to be constructed the 60th Street Improvements with its 59th Street Improvements, with the project scope to include the design and construction of the improvements (the 59th Street Improvements and the 60th Street Improvements are collectively referred to herein as the "Station Project").

D. The University also agrees to provide a temporary access easement and staging site to Metra or its contractor, that will provide access to the Station Project and to allow adequate land for the staging of materials and equipment necessary for construction of the Station Project.

E. The Parties agree to cooperate in the completion of the Station Project and to perform any reviews and submit payments in a timely manner in accordance with the terms and conditions set forth below.
AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the University and Metra agree as follows:

1. RECITALS INCORPORATED. The Recitals set forth above are specifically incorporated as substantive and material terms and provisions of this Agreement.

2. METRA OBLIGATIONS. Metra hereby agrees as follows:

   (a) Metra shall prepare, or cause to be prepared, all design and engineering plans for the Station Project (the “Plans”), which shall include, without limitation, the following: (i) replacement of commuter platforms, replacement of both headhouses and gatehouses at 59th Street, new warming shelters, new platform lighting and replacement of stairs, and (ii) reopening of the 60th Street entrance to include new lighting, gatehouse, headhouses, elevators, stairs and platform extensions to connect to existing platforms. Metra shall submit the Plans to the University for review, as the Plans become available. Metra agrees that the University shall have the right to review [and provide comment on] the Plans: (i) upon completion of Schematic Design; (ii) upon completion of Design Development; and (iii) prior to completion of the Construction Documents, to ensure that the Project is in accordance with the parameters set forth above.

   (b) Metra shall prepare a budget for the costs of preparing the Plans and completing construction of Station Project in accordance with the Plans (the “Project Budget”). Metra shall provide a copy of the Project Budget to the University.

   (c) After the Project Budget and all of the Plans have been prepared, Metra shall solicit bids for the Station Project from general contractors, and upon receipt of such bids, Metra shall review the bids and obtain all clarifications necessary to award the general contract for the Station Project. Metra shall adhere to its customary policies and procedures, and shall comply with all applicable laws and regulations, relating to soliciting bids from, and awarding contracts to, minority and women owned businesses. Metra shall enter into a construction contract with a general contractor for the Station Project for a guaranteed maximum price which does not exceed the total amount set forth in the Project Budget (the “Construction Contract”). Metra shall deliver a copy of the fully executed Construction Contract to the University.

   (d) Metra agrees to construct, or cause to be constructed, the Station Project in accordance with the Plans and the Construction Contract (the “Work”).

   (e) Metra agrees to fund all amounts necessary to plan, design and construct the Station Project, other than the amounts required to be funded by the University under Section 3 below.
3. UNIVERSITY OBLIGATIONS. The University agrees to fund up to Three Hundred Thousand Dollars and 00/100 ($300,000.00) (the “Design Contribution Limit”) relating to preparation of Plans for the 60th Street Improvements and up to Two Million Two Hundred Thousand Dollars and 00/100 ($2,200,000.00) (the “Construction Contribution Limit”) relating to construction of the 60th Street Improvements in accordance with this Section 3. The University further agrees as follows:

(a) **Design Contribution.** After Metra has been invoiced for at least fifty percent (50%) of the total cost of preparing the Plans as determined with reference to the Project Budget, the University shall reimburse Metra for the costs incurred by Metra of preparing the Plans up to the Design Contribution Limit within thirty (30) days of receipt of an invoice setting forth the amounts owed to the Project architect and engineer and requesting reimbursement for such costs from Metra together with reasonable supporting documentation.

(b) **Construction Contribution.** After Metra has delivered (1) a copy of the fully executed Construction Contract to the University and (2) an affidavit from an officer of Metra certifying that Metra has secured binding funding commitments in an aggregate amount sufficient to construct the Station Project in accordance with the Plans and the Construction Contract, the University shall provide Metra with funds in an amount not to exceed the Construction Contribution Limit to be held by Metra in a segregated account (the “Segregated Account”). Each of the payments to be made below (each, a “Construction Contribution Payment”) shall be used by Metra to pay for the construction of the 60th Street Improvements, and shall be payable upon the following terms and events (each, a “Project Milestone”):

(i) The University shall deliver $440,000, into the Segregated Account on the Funding Commencement Date;

(ii) The University shall deliver $440,000, into the Segregated Account after Metra has been invoiced for at least Twenty-Five percent (25%) of the total cost of the Work;

(iii) The University shall deliver $440,000, into the Segregated Account after Metra has been invoiced for at least Fifty percent (50%) of the total cost of the Work;

(iv) The University shall deliver $440,000, into the Segregated Account after Metra has been invoiced for at least Seventy-Five percent (75%) of the total cost of the Work; and

(v) The University shall deliver $440,000, into the Segregated Account after Metra has been invoiced for one hundred percent (100%) of the total cost of the Work.

Following each Project Milestone, Metra shall submit to the University a written request for delivery of funds (each, a “Deposit Request”). Together with each Deposit
Request Metra shall provide the University with (i) documentation which substantiates the costs and expenses that Metra has incurred in connection with construction of the 60th Street Improvements, including all invoices evidencing payment for such items and lien waivers from the contractors and subcontractors which performed such item, and (ii) a certification from an officer of Metra that, as of the date of such Deposit Request, Metra has no reason to believe that its budget to complete the Project will exceed the guaranteed maximum price specified in the Construction Contract and (iii) has cash on hand or funding commitments in an amount sufficient to complete, or cause to be completed, the Station Project for up to the guaranteed maximum price specified in the Construction Contract.

The University, following the receipt of a Deposit Request and the documentation set forth above, shall deposit the requested Contribution Payment amount into the Segregated Account within 45 days.

Notwithstanding anything to the contrary contained within this Agreement, in no event shall the University be required to fund or reimburse Metra for costs and expenses relating to design, planning and construction of the Station Project in excess of Two Million Five Hundred Thousand Dollars and 00/100 ($2,500,000.00).

4. **REIMBURSEMENT.**

If the total costs to design and construct the Station Project (the “Total Costs”) are less than Ten Million Five Hundred Thousand Dollars and 00/100 ($10,500,000.00) (the “Original Estimate”), then: (i) the Design Contribution Limit shall be reduced by an amount equal to the Cost Savings (defined below) multiplied by $300,000.00; and (ii) Construction Contribution Limit shall be reduced by an amount equal to the Cost Savings (defined below) multiplied by $2,200,000.00.

As used in this Section 4, “Cost Savings” means the difference between the Original Estimate and the Total Costs, divided by the Original Estimate. Metra shall promptly return any amounts (a) contributed by the University in excess of the Design Contribution Limit and/or the Construction Contribution Limit and/or (b) remaining in the Segregated Account after completion of the Station Project.

5. **INTENTIONALLY OMITTED.**

6. **JOINT OBLIGATIONS.**

(a) The Parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the Parties’ compliance with the terms and
provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

(b) Neither Party shall assign this Agreement to any person or entity without the prior written consent of the other Party.

c) The Parties agree that simultaneous herewith they shall enter into that certain Temporary Access and Construction Easement Agreement, in the form and content of Exhibit “B” attached hereto (the “Easement Agreement”).

(d) Metra will notify the University prior to final completion of the Station Project. Metra and the University shall conduct a joint inspection of the completed Station Project to assure compliance with the terms of this Agreement. Upon the University’s confirmation that the Station Project has been completed, Metra and the University shall enter into any release of easement necessary to cause the Easement Agreement to be removed from the public records and Metra shall return any funds remaining in the Segregated Account to the University in accordance with Section 4.

7. RECORDS. Metra shall keep detailed records with regard to the use of funds contributed by the University to the Segregated Account. Metra shall submit to University, upon request, any information reasonably required to assure compliance with the terms of this Agreement.

8. BENEFIT OF PARTIES. The University and Metra agree that this Agreement is for the benefit of the Parties and not for the benefit of any third-party beneficiary. No third party shall have any rights or claims against Metra or the University arising from or through this Agreement.

9. NOTICES. All notices, demands, elections, and other instruments required or permitted to be given or made by a Party or Parties to the other Party or Parties under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party, at the respective addresses shown below or to such other party or address as the Parties may from time to time furnish to the others in writing.

Notices to Metra shall be sent to:

Commuter Rail Division  
547 W. Jackson Boulevard  
Chicago, Illinois 60661  
Attn: Director, Real Estate & Contract Management  
Phone: (312) 322-8006  
Fax: (312) 322-7098

Notices to the University shall be sent to:

The University of Chicago  
Ivan Samstein
Such notices, demands, elections and other instruments shall be considered delivered to the recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered, or on the first business day after successful transmission if sent by facsimile transmission.

10. GENERAL.

(a) This Agreement and the rights and obligations accruing hereunder are binding upon the Parties and their respective successors and assigns. No waiver of any obligation or default of a Party shall be implied from omission by the other 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 the express waiver and then only for the time and to the extent therein stated.

(b) Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(c) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. This Agreement provides for the development of real estate located within the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

(d) This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire agreement between the Parties with respect to the subject matter hereof. No changes, modifications, or alterations to this Agreement shall be effective without the written consent and authorization of the Parties.
(c) 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 was 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.

(f) In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in any exhibit hereto, the terms set forth in the body of this Agreement shall govern and control.

(g) The execution, delivery of, and performance under this Agreement is pursuant to authority given and duly conferred upon the Parties and their respective signatories to this Agreement.

10. COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

(Signature page follows)
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the later of the dates written below.

THE UNIVERSITY OF CHICAGO:

By: 

Name: Ivan Samstein
Title: Vice President and Chief Financial Officer
Date signed: 11.29.2017

COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY:

By: James M. Derwinski
Name: 
Title: CEO/Executive Director
Date signed: 1-10-18

Approved by Metra's Law Department:

Keith Pardonnet
The undersigned, a Notary Public in and for the above County and State, does hereby certify that James M. Derwinski, personally known to me to be the CEO/Executive Director of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, and to me personally known to be the CEO/Executive Director, appeared before me this day in person and acknowledged signing and delivering the instrument as his free and voluntary act, and as the free and voluntary act of Metra, being duly authorized, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of January, 2018.

Karen M. Hullinger
Notary Public

My commission expires: 8-2-2021

The undersigned, a Notary Public in and for the above County and State, does hereby certify that Ivan Samstein, personally known to me to be the Vice President and Chief Financial Officer of The University of Chicago (the "University"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, and to me personally known to be the Vice President and Chief Financial Officer, appeared before me this day in person and severally acknowledged signing and delivering the foregoing instrument as his free and voluntary act, and as the free and voluntary act of the University, being duly authorized, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of November, 2017.

Tamima Black
Notary Public

My commission expires: 7/30/2018
EXHIBIT “A”

DEPICTION OF COMMUTER TRAIN STATION LOCATED AT 59TH STREET
EXHIBIT “B”

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is entered into on this ___ day of __________, 20___ by and between The University of Chicago, an Illinois not-for-profit corporation, and located at 5801 South Ellis Avenue, Chicago, Illinois 60637 (“Grantor” or “University”) and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and located at 547 West Jackson Blvd., Chicago, Illinois 60626 (“Metra” or “Grantee”). Grantor and Metra are hereinafter sometimes individually referred to as a “Party” and jointly referred to as the “Parties.”

RECITALS

A. Grantor owns the property described and delineated on Exhibit “A” attached to and made a part of this Agreement (“Premises”).

B. Metra has a commuter train station located at 59th Street in Chicago, Illinois, along the Metra Electric Service Line.

C. Metra and Grantor have entered into a Commuter Station Improvement Contribution Agreement (the “Contribution Agreement”) providing for the University’s contribution of funds towards a Metra commuter station improvement project (“Station Project”) that will provide enhanced access to the nearby Metra station for University students, faculty and visitors.

D. Metra desires to use the Premises for access to the Station Project and to facilitate the staging and storage of materials during construction of the Station Project.

E. Grantor agreed to grant to Metra a temporary access and construction easement over the Premises for the staging and construction of the Station Project.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Grantee hereby grants to Metra a temporary easement (“Easement”) over, upon, and through the Premises, for construction of the Station Project ingress to and egress from the Premises, and for storage of materials and equipment staging to facilitate construction of the Station Project during the continuance of this Agreement and the rights granted hereunder.

1. WORK. Any work performed by Grantee on the Premises shall be done in a good and workmanlike manner, and otherwise in compliance with all applicable federal, state and local laws and regulations, at no cost or expense to Grantor (except as set forth in the Contribution Agreement), and Grantee and/or its contractor shall vacate and restore the Premises to the same condition as exists as of the date of entry by Grantee and/or its contractor onto the
Premises on the earlier of (a) upon completion of the Station Project and (b) [SET EXPIRATION DATE TBD] (such earlier date, the “Expiration.”

2. INDEMNIFICATION. Grantee shall indemnify, defend and hold Grantor and its officers, directors, and trustees harmless from and against all claims, demands, actions, costs, and expenses for bodily injury or death and/or damage to property relating to or arising from work performed relating to the Station Project or otherwise arising from any other acts or negligent omissions of a Grantee Party (defined below) within or about the Premises during the term of this Agreement, except to the extent caused by the gross negligence of Grantor.

3. LOSS OR DAMAGE TO IMPROVEMENTS. Grantee shall be responsible for any loss or damage to the improvements or trees on the Premises caused by the actions, omissions, or negligence of Grantee or any contractor, officer, agent, shareholder, employee, or permittee of Grantee (each a “Grantee Party”).

4. NOTICES. Any notices given in connection with this Agreement shall be in writing and shall be addressed to Grantor’s Vice President and General Counsel, at the address first above stated and to Grantee’s Director of Real Estate and Contract Management, at the address first above stated. Either Party may, by written notice to the other, designate a different address to which notices shall be given hereunder. Notices shall be effective upon delivery or refusal to accept delivery and may be given either by the United States Postal Service, certified mail return receipt requested, personally or by courier service.

5. TERMINATION OF EASEMENT. This Agreement and the temporary easement created hereby shall automatically terminate upon the Expiration Date and no further documentation shall be necessary to evidence such termination. However, upon completion of the Station Project, if Grantor so requests, the Parties shall enter into any release agreement necessary to remove this Agreement from the public records.

6. COVENANTS RUNNING WITH THE LAND. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land, and shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto and all other owners from time to time of the Premises.

7. INSURANCE. Metra and its contractors shall procure and maintain during the term of this Agreement, at their sole expense, general liability insurance to protect Metra and its contractors from claims for damages of personal injury and property damage. Coverage shall include products and completed operations and contractual liability insuring the obligations assumed by Metra and its contractors under this Agreement. Metra and its contractors shall maintain limits of liability of at least the amounts specified in Exhibit “B” attached to and made a part of this Agreement. The University of Chicago and all of its officers, agents, directors, employees, volunteers, affiliates, parent and subsidiary entities, and consultants shall be named as additional insureds under the Commercial General Liability Policy and Automobile Liability
Policy. [PLEASE PROVIDE: A DESCRIPTION OF THE PROPOSED PREMISES AND ACTIVITY WITHIN THE PREMISES TO ENABLE RISK MANAGEMENT REVIEW].

8. Prior to entering upon the Premises, Metra and/or its contractor, agrees to furnish insurance in form and in such amounts as reasonably required by Grantor and shall deliver to Grantor certificates of insurance or such other reasonable documentation acceptable to Grantor evidencing the acquisition of the required insurance.

9. MISCELLANEOUS.

a. The captions of the sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

b. The rule of strict construction does not apply to the grant herein. The grant herein shall be given a reasonable construction to carry out the intention of the Parties.

c. Each of the Parties hereto represents and warrants that it has full authority to enter into and perform this Agreement without the consent or approval of any other person or entity.

d. Each of the Parties represent and warrant that the persons signing this Agreement on its behalf has the full and complete authority, corporate, partnership or otherwise to bind such Party to this Agreement.

e. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and/or permitted assigns.

f. This Agreement constitutes the entire agreement between the parties with respect to the matters stated herein and both parties acknowledge that neither relies upon any statements or representations of the other not contained herein.

g. This Agreement cannot be modified orally, but only in writing executed by all parties hereto.

h. This Agreement may be signed in counterparts and each counterpart will be deemed as if it were an original copy.

(Remainder of page intentionally left blank; signature page follows)
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the day and year first written above.

GRANTOR:

THE UNIVERSITY OF CHICAGO

By: 

Name: Ivan Samstein

Title: Vice President and Chief Financial Officer

GRANTEE:

THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY

By: 

Name: Donald A. Orseno

Title: CEO/Executive Director
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Ivan Samstein, personally known to me to be the Vice President and Chief Financial Officer of The University of Chicago, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the Vice President and Chief Financial Officer of said corporation, he signed and delivered the said instrument in his official capacity pursuant to authority given by the Board of Trustees of said corporation and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____________, 20__.

__________________________
Notary Public

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Donald A. Orseno, personally known to me to be the CEO/Executive Director of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as CEO/Executive Director of said corporation, he signed and delivered the said instrument in his official capacity pursuant to authority given by the Board of Directors of said corporation and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____________, 20__.

__________________________
Notary Public
EXHIBIT "A"

EASEMENT PREMISES

[LEGAL DESCRIPTIONS TO COME]
EXHIBIT “B”

MINIMUM AMOUNTS OF INSURANCE COVERAGE

1. Commercial General Liability policy form:
   $2,000,000 each occurrence bodily injury and property damage,
   $2,000,000 personal and advertising injury,
   $2,000,000 products and completed operations aggregate,
   $2,000,000 general aggregate

2. Automobile Liability:
   $1,000,000 combined single limit per accident for bodily injury and property damage

3. Worker’s Compensation:
   Coverage as required by law

4. Employer’s Liability:
   $500,000 Bodily injury by accident
   $500,000 Disease-Each Employee
   $500,000 Disease-Aggregate

Limits of any of the above coverages can be met by a combination of primary and umbrella policies.
ATTACHMENT 4

PROJECT AREA PROPERTY LNES
PROJECT AREA PROPERTY LINES

Source: Cook County GIS Department, https://maps.cookcountyil.gov/cookviewer
ATTACHMENT 5

EXISTING CONDITIONS
EXISTING CONDITIONS PHOTOGRAPHS, PLATFORM LEVEL

1. Warming Shelter Exterior

2. Sealed Headhouse to 60th Street Entrance
3. Existing Platform-Level Headhouse

4. Inactive Platforms, looking south towards 60th Street
5. 59th Street Entrance

6. Pedestrian Area at the 59th Street Entrance
7. 59th Street Bridge, East Façade

8. 59th Street Bridge, West Façade
59th Street Bridge, West Façade and Station Entrance

9. 60th Street Station, Closed North Entrance
60th Street Station, Closed West Entrance

10. 60th Street, Looking East Towards the Future Obama Presidential Library Location
11. Looking East towards the Embankment and Location of the Construction Access Ramp

Existing Condition, Retaining Wall at the Construction Access Ramp
EXISTING CONDITIONS PHOTOGRAPHS, 59TH STREET STATION HEADHOUSE

Headhouse Looking Toward Entrance Doors

Sealed Arches at the 59th Street Headhouse
Deteriorated Arches opposite of the 59th Street Headhouse

Stairs from Headhouse to Platform
Office in Headhouse

Headhouse Interior
Stairs to the Platform Level at 59th Street
ATTACHMENT 6

CONCEPTUAL RENDERINGS
Headhouse View from 59th

Headhouse Interior View
STATION RENDERING ILLUSTRATING THE GLAZING WALL AND RESTORED COLUMNS
STATION ENTRANCE (LEFT) AND RECONFIGURED SIDEWALK (RIGHT)

PERSPECTIVE VIEW – SITE AERIAL
ATTACHMENT 7

AREA OF POTENTIAL EFFECT
DESCRIPTION OF AREA OF POTENTIAL EFFECT

36 CFR 800.16 defines the Area of Potential Effect (APE) as “the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties if any such properties exist. The APE is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.”

Development of the APE for the 59th-60th Streets / University of Chicago Metra Station involved site visits and a review of aerial maps and proposed drawings for the Build Alternative. Initial APE site visits were performed by Scott Utter and Kelsey Shipton of AltusWorks in December of 2017 and a subsequent visit was performed by Scott Utter in October of 2020. During these visits, AltusWorks staff investigated the viewsheds of the existing embankment and platform-level improvements from the area surrounding the project location. Investigated viewshed locations are labeled on the APE map.

The Area of Potential Effect was developed based upon the direct effects of the physical and visual disruptions caused by the undertaking. The APE is also based on the project limits of disturbance, grade disruption, site access, trucks, and material storage. The APE also considers the project area being urbanized, the height of the proposed structures above the overpass and embankment, and the presence of visual obstructions (such as buildings and trees) that might block views of the proposed improvements.

The viewshed directly to the west, along the Midway Plaisance, East 59th Street and East 60th Street, is relatively open with extended views of the project site. The APE includes this viewshed and incorporates the adjacent structures which open onto the Midway Plaisance. The APE to the east extends to South Cornell Drive incorporating a portion of Jackson Park with many of the views beyond obstructed by trees within the park. The APE boundary generally follows established city streets with the exception of two locations. East 61st Street in which the boundary is extended east across a portion of the park to South Cornell Drive and East 58th Street where the boundary intersects the residential block where views of the project become obscured. Residential properties located on South Blackstone Avenue and South Dorchester Avenue that are blocked by adjacent buildings and have no views to the project site have been excluded from the APE.

The Advisory Council on Historic Preservation defines an indirect effect as those caused by the undertaking that are later in time or farther removed in distance but are still reasonably foreseeable. The intent of the project is to address increased ridership caused by the proposed Obama Presidential Center and development of the University of Chicago around the Midway Plaisance. The indirect effect of an increase in passenger traffic at the station and within the proposed APE has been considered.
AREA OF POTENTIAL EFFECT (APE) MAP
Section 106

Figure 2-1. East 59th Street at South Woodlawn Avenue, looking East

Figure 2-2. Midway Plaisance at South Woodlawn Avenue, looking East

Figure 2-3. East 60th Street at South Woodlawn Avenue, looking East
Figure 2-4. Looking south along S. Harper Avenue.

Figure 2-5. 59th Street overpass from South Harper Avenue.

Figure 2-6. 60th Street Overpass, looking east from South Blackstone Avenue.
Figure 2-7. Looking North East towards embankment from South Dorchester Avenue and East 61st Street.

Figure 2-8. Looking west at embankment from South Stony Island Avenue.

Figure 2-9. Looking north from East 61st Street and South Harper Avenue.
Figure 2-10. Looking west from the east side of the Jackson Park Lagoon.
ATTACHMENT 8

CONSULTING PARTY LIST
<table>
<thead>
<tr>
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<th>List of Consulting Parties</th>
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</table>
| 1 | **20th Ward Service Office**  
Alderman Jeanette B. Taylor  
20th Ward Service Office  
5707 S. Wentworth  
Chicago, IL 60621  
(773) 966-5336  
ward20@cityofchicago.org | **7**  
Hyde Park Historical Society  
Jack Spicer  
5529 S Lake Park Ave.  
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| 2 | **5th Ward Service Office**  
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| 4 | **City of Chicago, DPD, Landmarks Division**  
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Louise McCurry, President  
Jackson Park Advisory Council  
(773) 844-2225  
commissioner751@icloud.com |
| 5 | **DuSable Museum**  
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President  
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Bronwyn Nichols Lodato  
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Executive Director  
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