

EXHIBIT A

Agreement

[see attached]

CAPITAL FUNDING AGREEMENT
Between
NATIONAL RAILROAD PASSENGER CORPORATION
And
CITY OF CHICAGO DEPARTMENT OF TRANSPORTATION
Chicago Union Station Projects
Preliminary Engineering/NEPA Review of the
Platform Expansion and Train Shed Ventilation Improvements Project
And
Construction of Mail Platform Project

THIS AGREEMENT (“Agreement”) is entered into effective _____, 2025 (the “**Effective Date**”) by and between **National Railroad Passenger Corporation**, a corporation organized under 49 U.S.C. § 24101 *et. seq.* and the laws of the District of Columbia and having its principal office and place of business at 1 Massachusetts Avenue, N.W., Washington, D.C. 20001 (“**Amtrak**”), and the **City of Chicago**, a body politic, acting through its **Department of Transportation**, organized under the laws of State of Illinois, with offices at _____ (“**CDOT**” or “**City**”), each a “**Party**”, and together the “**Parties**”.

WHEREAS, Amtrak owns Chicago Union Station, consisting, among other things, of tracks, platforms, and infrastructure, located at 225 South Canal Street, Chicago, Illinois (“**CUS**”); and

WHEREAS, Amtrak is planning various improvements to CUS, including (i) the expansion of passenger-serving platforms, improvement of the train shed ventilation system (the “**Platform and Ventilation Project**”) and (ii) the construction of a new high-level passenger platform replacing the former mail platform (the “**Mail Platform Project**”) (each a “**Project**” and collectively the “**Projects**”); and

WHEREAS, Amtrak has applied for funding from the Federal Railroad Administration (“**FRA**”) the FY 22-23 Federal-State Partnership for Intercity Passenger Rail Grant Program (“**FSP**”) for preliminary engineering and National Environmental Policy Act (“**NEPA**”) review for both the Platform and Ventilation Project (collectively, the “**PE/NEPA Work**”) and for the construction of the Mail Platform Project (the “**Construction Work**”); and

WHEREAS, both the PE/NEPA Work and the Construction Work are integral parts of the construction costs for the Projects; and

WHEREAS, Amtrak has professional staff with relevant technical expertise related to public transportation train stations, and that staff will oversee the Projects and will oversee third-party contractors performing the PE/NEPA Work and the Construction Work; and

WHEREAS, the FSP will fund Eighty Percent (80%) of (i) the PE/NEPA Work costs not to exceed Forty-Four Million Dollars (\$44,000,000) and (ii) the Construction Work costs not to exceed Forty-Nine Million Six Hundred Thousand Dollars (\$49,600,000.00); and

WHEREAS, the FSP requires a Twenty Percent (20%) non-federal funding match from any combination of private, state, and/or local funds for the funding of the Projects; and

WHEREAS, the City is authorized, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "**Act**"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, pursuant to ordinances adopted on November 12, 1998 and subsequently amended, the City Council of the City (the "**City Council**"): (i) approved a certain redevelopment plan and project (as amended, the "**Canal/Congress Redevelopment Plan**") for the Canal/Congress Redevelopment Project Area (as amended, the "**Canal/Congress Area**") within the City; (ii) designated the Canal/Congress Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "**Canal/Congress TIF Adoption Ordinance**") for the Canal/Congress Area; and

WHEREAS, under the Act and under the Canal/Congress TIF Adoption Ordinance, certain taxes ("**Available Incremental Taxes**") are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Canal/Congress TIF Fund, established to pay redevelopment project costs incurred within the Canal/Congress Area which Available Incremental Taxes may be used to pay all or a portion of the costs of construction of public improvements within the Canal/Congress Area that are incurred or that are to be incurred in furtherance of the objectives of the Canal/Congress Redevelopment Plan to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, the PE/NEPA Work, the Construction Work and the Projects involve public works upon rail lines and land parcels that continuously extend through and beyond the boundaries of the Canal/Congress Area; and

WHEREAS, the PE/NEPA Work, the Construction Work and the Projects are the type of public improvement that is contemplated by the Canal/Congress Redevelopment Plan, and therefore the costs of the PE/NEPA Work and the Construction Work (“**Project Costs**”) qualify as “Redevelopment Project Costs” under the Canal/Congress Redevelopment Plan, as defined in Section 5/11-74.4-3(q) of the Act; and

WHEREAS, on October _____, 2025, the City Council adopted an ordinance (the “**Authorizing Ordinance**”) authorizing the execution of this Agreement; and

WHEREAS, CDOT has agreed to contribute matching funding in an amount not to exceed **One Million, Seven Hundred Fifty Thousand Dollars (\$1,750,000.00)**, toward the cost of Amtrak employees supporting and overseeing the PE/NEPA Work and the cost of Designer of Record (“**DOR**”) consultants to be engaged by Amtrak for the PE/NEPA Work; and

WHEREAS, CDOT has agreed to contribute matching funding in an amount not to exceed **Two Million, Nine Hundred Thousand Dollars (\$2,900,000.00)**, toward the cost of Amtrak employees supporting and overseeing the Construction Work and the cost of DOR, Construction Manager (“**CM**”) and General Contractor (“**GC**”) consultants to be engaged by Amtrak for the Construction Work, all subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Section 1. Recitals; Purpose

- (a) The recitals hereinabove are hereby incorporated into this Agreement.
- (b) The purpose of this Agreement is for CDOT to provide matching funds for each Project to be jointly funded by a grant provided by the FRA under the FSP, for the PE/NEPA Work for the ventilation system and platform enhancements Project and for the Construction Work for the mail platform Project.

Section 2. Scope of Services; Completion Date of the Projects

- (a) The parties acknowledge that the Projects shall begin within one year of the date of this Agreement and shall be completed not later than December 31, 2033. Not less than 30 days prior to the above completion date, Amtrak shall notify CDOT of any expected delay in the completion of the Projects beyond that date and will provide a new expected completion date. If

the new expected completion date falls outside of the Term of the Agreement, prior CDOT approval is required. Should Amtrak fail to notify CDOT of an expected delay in completion, the City reserves the right to extend the completion date accordingly.

(b) Amtrak will engage one or more DOR consultants in support of each Project and will engage one or more CM and/or GC consultants for the mail platform Project, all in accordance with its procurement processes/procedures, policies and standards, FRA requirements, and FSP Agreement requirements. Amtrak and CDOT agree that the management and control of the Projects shall be by Amtrak alone.

(c) Amtrak shall provide the City any plans and specifications pertaining to the Projects that the City may reasonably request from time to time during the Term of this Agreement and shall notify CDOT of any significant changes to said plans.

(d) Amtrak hereby certifies that the Projects have to date and shall continue to comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders as may be in effect during the Term of this Agreement.

(e) Amtrak hereby certifies to the City, to the best of its knowledge as of the Effective Date, that the City Funds (as defined below), together with the other funds available to Amtrak for the Projects as described on Exhibits A and B, shall be sufficient to complete the Projects.

(f) Subject to the Parties executing a non-disclosure agreement pursuant to Section 10(e), Amtrak shall make available to the City a copy of the fully executed contract between Amtrak and the designer for the Projects within thirty (30) days after request from the City.

(g) Within the body of Amtrak's final Disbursement Request, on the form as set forth on **Exhibit E** hereto ("**Disbursement Request**"), the Amtrak agrees to certify to the City that the Projects were completed in compliance with this Agreement and that all subcontractor retainage related to the Projects has been paid out.

Section 3. Joint Funding

The total estimated cost of the PE/NEPA Work for the Platform and Ventilation Project is Fifty-Five Million Dollars (\$55,000,000.00), as set forth in **Exhibit A**, attached hereto and made a part hereof. The FRA is providing Eighty Percent (80%) of the estimated cost of the PE/NEPA Work, or Forty-Four Million Dollars (\$44,000,000.00). CDOT has agreed to fund an amount not to exceed Three and Eighteen Hundredths Percent (3.18%) of the estimated cost of the Project, or not to exceed One Million, Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) ("**CDOT's**

PE/NEPA Funding”) as set forth in **Exhibit A**. The remaining Sixteen and Eighty-Two Hundredths Percent (16.82%) of the estimated cost of the Project is expected to be funded by Amtrak and third parties as set forth in **Exhibit A**.

The total estimated cost of the construction of the Mail Platform Project is Sixty-Two Million Dollars (\$62,000,000.00), as set forth in **Exhibit B**, attached hereto and made a part hereof. The FRA is providing Eighty Percent (80%) of the estimated cost of the Construction Work, or Forty-Nine Million, Six Hundred Thousand Dollars (\$49,600,000.00). CDOT has agreed to fund an amount not to exceed Four and Sixty-Eight Hundredths Percent (4.68%) of the estimated construction cost of the Mail Platform Project, or not to exceed Two Million, Nine Hundred Thousand Dollars (\$2,900,000.00) (“**CDOT’s Construction Funding**”) (together with CDOT’s PE/NEPA Funding, the “**City Funds**”) as set forth in **Exhibit B**. The remaining Fifteen and Thirty-Two Hundredths Percent (15.32%) of the estimated cost of the mail platform Project is expected to be funded by Amtrak and third parties as set forth in **Exhibit B**.

The Parties acknowledge that CDOT intends to use Available Incremental Taxes from the Canal/Congress TIF Fund to cover its City Funds obligations under this Agreement. The Parties shall work together to confirm CDOT’s contributions to the Projects are used for TIF-eligible costs as defined in the Act (“**TIF-Eligible Costs**”). CDOT represents and agrees that all of the costs described in **Exhibit C**, attached hereto, are deemed TIF-Eligible Costs for public works, as defined in the Act, within or adjacent to the Canal/Congress Area, and that Amtrak is a public body for purposes of the Act.

Section 4. Allocation of TIF-Eligible Costs

CDOT’s share of the costs of the PE/NEPA Work and of the Construction Work include the actual cost incurred, the cost of any related additional insurance, plus the G&A overhead rates as set forth in the Overhead Schedule set forth in **Exhibit G** (the “**Overhead Schedule**”).

The overhead rates in **Exhibit G** are computed in accordance with Amtrak’s accounting policies and procedures. These rates are updated periodically by Amtrak and will be made available to CDOT, upon request.

CDOT acknowledges that all work that City Funds will fund for the PE/NEPA Work and Construction Work will take place in the areas shown on **Exhibit D** (the “**Project Work Areas**”). CDOT represents and agrees that any work on the Projects performed in such Project Work Areas

is deemed to be within or, due to the nature of rail lines and parcels, adjacent to the Canal/Congress Area for purposes of eligibility for funding under the Act.

Section 5. Billing and Payment

(a) Amtrak funds shall be used to pay all Project Costs upfront and then Amtrak shall invoice CDOT for its proportionate share pursuant to the procedures described in this Section.

(b) Amtrak shall request the payment of the City Funds on a properly completed Disbursement Request, attached as **Exhibit E** hereto, which Amtrak may file with the City on a quarterly (4x/year) basis following its incurrence of TIF-Eligible Costs. Prior to or simultaneous with the delivery of a Disbursement Request to the City, Amtrak shall submit documentation substantiating its applicable incurrence of TIF-Eligible Costs to CDOT.

(c) Delivery by Amtrak to CDOT of a Disbursement Request hereunder shall, in addition to the items expressly set forth therein, constitute a certification to the City, as of the date of the Disbursement Request, that:

(i) the total amount of the Disbursement Request represents the actual amount already incurred by Amtrak for its own work or incurred by Amtrak and owing to the general contractor(s), subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Projects;

(ii) the work being sought for reimbursement hereunder actually took place in the Project Work Area, which CDOT has agreed is within or adjacent to the Canal/Congress Area;

(iii) Amtrak has approved all work and materials for the Disbursement Request; and

(iv) The work that is the subject of the Disbursement Request was performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion.

(d) Upon presentation of a Disbursement Request from Amtrak, the City shall review it and its supplemental documentation for, among other things, evidence (including proof of Amtrak's expenditures) reasonably satisfactory in form and substance to CDOT that Amtrak incurred and paid TIF-Eligible Costs, subject to the funding limits agreed to herein.

(e) The City will pay Amtrak the requested amount of the City Funds not later than sixty (60) days after CDOT received the Disbursement Request; provided, however, that if CDOT informs Amtrak in writing (e.g., by email) within that 60-day period of any questions or comments it has about the Request or the supplemental documentation, such notice by CDOT automatically

extends the 60-day payment window to sixty (60) days after CDOT receives supplemental information satisfactory to CDOT.

Section 6. Term

The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall expire on December 31, 2033, unless extended pursuant to the provisions of Section 2(a) above, or on the date of termination of this Agreement according to its terms, whichever occurs first.

Section 7. Environmental Matters; Safety; Inspection

(a) The City makes no covenant, representation or warranty as to the environmental condition of the Projects or the suitability of the Projects for any public use whatsoever.

(b) Nothing in this Agreement will be deemed to make the City responsible for the safety and protection of the public in connection with the Projects.

(c) The City reserves the right to inspect the Projects from time to time while they are being undertaken or after their completion; provided, however, the City and Amtrak must first execute Amtrak’s then-current form of Temporary Permit to Enter Amtrak’s Property before the City or anyone acting on its behalf may enter Amtrak’s property for such inspections.

Section 8. Insurance

Amtrak is self-insured. During the term of this Agreement, Amtrak shall provide and maintain, at its own expense, or cause to be provided, insurance or self-insurance equivalent to the coverages and requirements specified in **Exhibit F**, attached hereto, concerning all operations related to this Agreement.

Section 9. Employment Obligations

(a) Employment Opportunity. Amtrak, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its general contractors, subcontractors or any Affiliate of Amtrak operating in connection with the Project (collectively, with Amtrak, the “**Employers**” and individually an “**Employer**”) to agree, that for the Term of this Agreement with respect to Amtrak and during the period of any other party's provision of services to Amtrak in connection with the construction of the Project, to the extent not in conflict with Amtrak's funding agreements, procurement policies or requirements, and/or applicable federal and state laws, regulations, or guidance (including executive orders):

(i) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual

orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time ("**Human Rights Ordinance**"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(ii) As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Employer ensures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Employer receives Federal assistance awarded by the U.S. DOT or FTA.

(iii) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and any subsequent amendments and regulations promulgated thereto.

(iv) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(v) Each Employer shall include the foregoing provisions of subparagraphs (i) through (iv) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate undertaking any portion of the Project, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(b) Construction Worker Hours. If the Project is funded in whole or in part with federal grant dollars, Amtrak will implement affirmative action requirements or goals for all Project that impose construction worker hours participation by utilization of minorities and women, respectively but only if such implementation does not conflict with Amtrak's funding agreements, procurement policies or requirements, and/or applicable federal and state laws, regulations, or guidance (including executive orders).

(c) Amtrak's DBE Commitment. The Amtrak agrees to require all contractors to comply with applicable DBE requirements provided in the contracts related to the Project but only if such implementation does not conflict with Amtrak's funding agreements, procurement policies or requirements, and/or applicable federal and state laws, regulations, or guidance (including executive orders).

Section 10. Access to Records; Parties Audit Rights

(a) Amtrak agrees to, and to require its consultants to, establish and maintain accurate records, in accordance with generally accepted accounting principles for the industry, of all expenses incurred in relation to the PE/NEPA Work and the Construction Work, for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "**Records**".

(b) CDOT shall have the right to access and inspect Amtrak's Records relating to the DOR's, CM's or GC's costs or Amtrak's force account costs being funded by CDOT's funds, at reasonable times during the term of this Agreement after giving reasonable notice, for three (3) years after completion of the PE/NEPA Work or the Construction Work, as the case may be, or from the date of final payment, whichever occurs first.

(c) Reasonable notice shall be given by CDOT followed by a formal engagement letter that stipulates the nature, timing and extent of the audit. The letter must contain the details, timing, scope, and duration of the audit.

(d) CDOT, or its representative, may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice. Records can be viewed at the Amtrak location where the Records are maintained, or at Amtrak's option records may be shared electronically.

(e) Records deemed as confidential by Amtrak will not be shared electronically. These Records MUST be viewed where they are maintained and returned to Amtrak after viewing on site. Confidential Records will ONLY be shared if a non-disclosure agreement (NDA) is in place between CDOT (or its representative/auditor) and Amtrak prior to and during the disclosure.

(f) Amtrak will not be required to travel as a result of the audit and will only be required to share Amtrak owned data, not employee data.

(g) This Section 6 supersedes any state legislation and in the event of a conflict, this Section 6 shall prevail.

(h) In the event that an audit performed by or on behalf of CDOT prior to either the PE/NEPA Work or the Construction Work close out date indicates an adjustment to the costs reported under this Agreement, or questions whether an item of expense is billable according to the terms of this Agreement, CDOT shall promptly submit to Amtrak a written Notice of Audit Results and a copy of the audit report to include all supporting documentation related to the costs in question and refer to and apply the specific language in this Agreement which supports such audit results. The Notice of Audit Results may supplement or modify any tentative findings verbally communicated to Amtrak at the completion of an audit.

(i) Within sixty (60) days after the receipt of the Notice of Audit Results, the audit report and all supporting documentation, Amtrak shall endeavor to: (a) respond in writing to CDOT indicating whether or not Amtrak concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and (c) submit to CDOT a written explanation as to any questioned item of expense, hereinafter collectively referred to as the "**Response**". The Response shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is

voluminous, Amtrak may supply appropriate excerpts and make alternate arrangements to make that documentation available conveniently and reasonably for review by CDOT. The Response shall refer to and apply the language of the Agreement.

(j) CDOT shall provide its reply to Amtrak's Response within one hundred twenty (120) days after the date of the Notice of Audit Results. Should the Parties not come to agreement on the final disposition of the audit findings within one hundred twenty (120) days after the date of the Notice of Audit Results, the issue shall be handled as provided in Section 8 of this Agreement.

(k) If the Notice of Audit Results is not accompanied by: (1) a copy of the full audit report, and (2) all supporting documentation related to the costs in question requested by Amtrak, or, should the Notice of Audit Results fail to (x) refer to and apply the specific language in this Agreement which supports such audit results, or (y) be provided to Amtrak for review within one hundred twenty (120) days from the written notice of audit results and tentative findings, then the audit will be deemed as closed and no further action will be required by Amtrak.

(l) Nothing in this Agreement shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

Section 11. No Funding Source Requirements

Except for the TIF-Eligible Costs requirements described in the Act, CDOT hereby represents and warrants to Amtrak that there are no other funding related requirements, whether federal, state, county or local, associated with CDOT's funding that apply to Amtrak. Amtrak shall be entitled to seek reimbursement from CDOT for the cost of any and all losses, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs (including cost of defense and attorney's fees), which Amtrak, its officers, directors, employees, agents, successors, assigns and subsidiaries may incur or be required to pay as a result of the breach of the foregoing representation and warranty. In addition, CDOT shall be responsible for performing any and all funding related requirements associated with CDOT's funding that apply to Amtrak and are not expressly set forth in this Agreement, even if those requirements would be read into this Agreement by applicable law, regulation, rule of construction or by operation of law.

Section 11. Indemnification

(a) Except for the City's own negligence or wrongful acts, Amtrak shall release, indemnify and hold harmless, to the maximum extent permitted by law, the City and its officials, employees and agents (the "**City Indemnitees**") from and against any and all claims, suits, liabilities, losses and damages, including court costs and attorneys' fees and expenses incidental thereto, arising out of or in connection with Amtrak's construction of the Project, and any failure of performance or negligent or wrongful performance by Amtrak, or any contractor or subcontractor for Amtrak, and their respective officers, agents or employees, in connection with the Projects, including, but not limited to, claims for damage to property, and/or injury to or death of any person or persons.

Section 12. Disputes

Any dispute regarding the interpretation or performance of this Agreement that cannot be resolved by the Parties informally within thirty (30) days after a written notice of a dispute is given by one Party to the other, shall, if not abandoned by the Party who gave the notice of dispute, be submitted by the Parties to binding arbitration to be conducted in accordance with the American Arbitration Association arbitration rules and procedures (unless otherwise mutually agreed upon by the Parties). In no event shall be arbitrator(s) be permitted to award punitive or exemplary damages.

Section 13. Entire Agreement

This Agreement, including **Exhibits A, B, C, D, E and F**, constitutes the entire Agreement between the Parties with respect to the PE/NEPA Work for the Platform and Ventilation Project and the Construction Work for the Mail Platform Project. There are no other agreements, whether expressed or implied. All prior agreements and understandings between them with respect to the PE/NEPA Work for the Platform and Ventilation Project and the Construction Work for the Mail Platform Project are subsumed within this Agreement. No change or modification in or to this Agreement shall be of any force or effect unless in writing, dated and executed by duly authorized representatives of the CDOT and Amtrak.

Section 14. Governing Law

This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of Illinois. All disputes, claims, or controversies arising out of or related to this Agreement shall only be brought in the United States District Court for the

Northern District of Illinois, located in Chicago, Illinois. The Parties hereby irrevocably submit to the exclusive jurisdiction of said court and waive any objection based on improper venue or forum non conveniens.

Section 15. Notices.

All notices required by, or pursuant to, this Agreement to Amtrak or CDOT shall be in writing (regardless of whether specified herein) and shall be deemed delivered: (a) upon personal delivery, (b) upon the expiration of three (3) days following mailing by first class U.S. mail, or (c) upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to Amtrak:

National Railroad Passenger
Corporation

Attention: _____

If to CDOT:

Chicago Department of
Transportation
Division of Engineering
2 N. LaSalle St., Ste. 820
Chicago, IL 60602
Attn: Deputy Commissioner

With copy to:

National Railroad Passenger
Corporation
1 Massachusetts Avenue, N.W.
Washington, DC 20001
Attention: General Counsel/CLO

With a copy to:

City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602
Attention: Finance and Economic
Development Division

Section 16. No Third-Party Beneficiaries

This Agreement shall not be construed to create any third-party beneficiaries under this Agreement and provides no right or claim to any party not a party to this Agreement to bring any claim for payment, damages, injunction or specific performance of this Agreement. This Agreement shall not be construed as creating any relationship between CDOT and any contractor retained by Amtrak or any subcontractor, material man or other party retained by Amtrak. Amtrak shall be responsible for all payments to such parties.

Section 17. Counterparts

This Agreement, and/or any amendment to it, may be executed in multiple counterparts, each of which shall be deemed an original document and all of which shall constitute one and the

same instrument. The counterparts of this Agreement, and/or any amendment to it, may be executed and delivered by PDF or other electronic signature by email transmission to the following email addresses: to Amtrak at Teresa.Fourcher@amtrak.com and to CDOT at grant.davis@cityofchicago.org, anne.zhang@cityofchicago.org, and craig.turner1@cityofchicago.org. The receiving Party may rely on the receipt of such document so executed and delivered electronically as if the original has been received. The Parties hereby waive any defenses to the enforcement of this Agreement, and/or any amendment to it, based on the form of the signature or delivery thereof and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in arbitration and judicial proceedings, of the parties' execution of this Agreement and/or any amendment to it.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF CHICAGO, acting by and
through its **Department of Transportation**

By: _____
Craig Turner, Acting Commissioner

**NATIONAL RAILROAD PASSENGER
CORPORATION**

By: _____

Name: _____

Title: _____