

TO: Board of Directors

DATE: February 19, 2025

FROM: James M. Derwinski, CEO/Executive Director

SUBJECT: Amendment to Purchase of Service Agreement with Union Pacific

RECOMMENDATION

Board action is requested to execute an amendment to Metra’s Purchase of Service Agreement (PSA) with Union Pacific (UP), which will be substantially and materially similar to the attached amendment. This amendment provides for the transfer of UP transportation employees and functions to Metra.

BACKGROUND

This amendment facilitates the transfer of approximately 360 employees from UP to Metra, including locomotive engineers, trainmen, yardmasters, and clerks. Implementing agreements were executed with affected unions. With this amendment, Metra will assume the responsibility of operating UP lines, as well as direct oversight of the employees operating commuter trains and various support functions. UP will remain responsible for dispatching all trains on its mainline territory and for local tower operations.

FISCAL IMPACT

The current fiscal impact is neutral. Metra is absorbing the personnel costs that UP has historically billed through the PSA. There is an up-front cost of approximately \$189,000 to purchase Metra phones and tablets for train crew personnel, and the Telecommunications Department has budgeted support costs for these devices in 2025 and moving forward.

Prepared by: Jenny Kane, Director of Rail Contracts and Special Projects
Blaire Theuerkauf, Senior Counsel

**THIRTEENTH AMENDMENT
TO
PURCHASE OF SERVICE AGREEMENT
BETWEEN
COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION
AUTHORITY
AND
UNION PACIFIC RAILROAD COMPANY**

THIS THIRTEENTH AMENDMENT (“Thirteenth Amendment”) is made and entered into as of this 19th day of February 2025, by and between the COMMUTER RAIL DIVISION of the REGIONAL TRANSPORTATION AUTHORITY, a division of an Illinois municipal corporation (“**CRD**”) and the UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (“**Railroad**”).

RECITALS

WHEREAS, the parties entered into the Amended and Restated Purchase of Service Agreement dated January 28, 2010, (“**Agreement** or **PSA**”) for the purpose of providing for, aiding and assisting public transportation in the Chicago Metropolitan Region; and,

WHEREAS, Article 10.05 of the Agreement was amended by letter agreement dated April 9, 2010, (“**First Amendment**”) to change the person at Railroad responsible for certain settlement authority for claims; and,

WHEREAS, the Agreement was amended by an amendment dated August 23, 2013, (“**Second Amendment**”) to revise certain exhibits to the Agreement to better conform to the body of the Agreement, the current state of operations and the intentions of the parties; and,

WHEREAS, the Agreement was amended by an amendment dated November 22, 2013, (“**Third Amendment**”) to include Railroad-owned Car 553 as Property to be used in Contract Services and to provide that revenues, fees and income received by Railroad for said use shall be applied to Contract Services Revenue; and,

WHEREAS, the Agreement was amended by an amendment dated December 21, 2015, (“**Fourth Amendment**”) with respect to several provisions and appendices, including but not limited to a revision to Article 6.13 with respect to the provision of police and contract security by Railroad, and an extension of the term of the Agreement until December 31, 2019; and,

WHEREAS, the Agreement was amended by an amendment dated November 21, 2017, (“**Fifth Amendment**”) with respect to several provisions and appendices, including but not limited to, the transitioning of the provision of certain police service responsibilities from Railroad to CRD; and,

WHEREAS, the parties entered into a confidentiality agreement dated September 6, 2019, in the interest of promoting the free flow of information and exchange of data between the parties to

facilitate negotiations concerning the terms and conditions of a New Agreement (see definition below). The confidentiality agreement was terminated by mutual agreement on December 20, 2019; and,

WHEREAS, the Agreement was amended by an amendment dated January 22, 2021, (“**Sixth Amendment**”) with respect to several provisions and appendices, including but not limited to, the transitioning of the provision of revenue accounting functions from Railroad to CRD and the application of updated escalation provisions; and,

WHEREAS, the Agreement was amended by an amendment dated August 1, 2022, (“**Seventh Amendment**”) with respect to several provisions and appendices, including but not limited to, the transition of the handling of certain Claims functions from Railroad to CRD; and,

WHEREAS, the Agreement was amended by an amendment dated December 28, 2022, (“**Eighth Amendment**”) with respect to several provisions and appendices, including but not limited to, the transition of transportation and mechanical management functions from Railroad to CRD; and,

WHEREAS, on February 28, 2024, the parties executed right of entry agreements for the nine mechanical properties and related yard tracks (“**ROE Agreements**”) to facilitate the transfer of the mechanical agreement personnel from Railroad to CRD; and,

WHEREAS, the Agreement was amended by an amendment dated March 28, 2024, (“**Ninth Amendment**”) with respect to several provisions and appendices, including but not limited to, the Mechanical Service Transfer from Railroad to CRD; and,

WHEREAS, the Agreement was amended by an amendment dated May 15, 2024, (“**Tenth Amendment**”) with respect to several provisions and appendices, including but not limited to, the crew calling services; and,

WHEREAS, the Agreement was amended by an Amendment on June 3, 2024, (“**Eleventh Amendment**”) with respect to several provisions and appendices, including but not limited to, the transitioning of storehouse functions from Railroad to CRD; and

WHEREAS, the Agreement was amended by an Amendment on September 12, 2024 (“**Twelfth Amendment**”) with respect to several provisions and appendices, including but not limited to, the transitioning of station agent services from Railroad to CRD; and,

WHEREAS, Railroad and CRD wish to execute a new agreement to be effective on the date the new agreement is signed by the parties (“**New Agreement**”). In order to allow more time for Railroad and CRD to try to finalize a New Agreement, the parties have executed Interim Agreements, the most recent of which is dated January 7, 2025, and extends the terms of the Agreement to February 28, 2025; and,

WHEREAS, the parties have executed the necessary implementation agreements or have the necessary hiring plan for the transfer of the transportation services personnel from Railroad to CRD; and,

WHEREAS, the parties now desire to further amend the Agreement in accordance with the terms of this Thirteenth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective April 16, 2025 (“Transportation Services Transfer Date”), Railroad will cease to provide trainpersons, engineers and transportation support staff for the operation of CRD trains. In addition, Railroad will cease to provide fare and ticketing services onboard trains, and any ticketing support performed by Railroad’s accounting department. (“Transportation Services Transfer”).
2. Effective on the Transportation Services Transfer Date, Railroad shall reduce its headcount to zero in the following cost centers listed in Exhibit 6A: CM251, CM311, CM312, CM399, CM502, CM509, and CM999.
3. Effective on the Transportation Services Transfer Date, except for utility costs and other costs approved by CRD, Railroad will no longer incur costs against CM251, CM311, CM312, CM399, CM502, CM509, and CM999.
4. Effective on the Transportation Service Transfer Date, the work completed by the following positions shall transfer to CRD (“Transportation Support Staff”) and Railroad shall reduce its headcount accordingly, except for the positions referenced in Section 6 of this Thirteenth Amendment:

Cost Center	TITLE	RELEASE DATE
CM999	Transportation Coordinator	April 16, 2025
CM999	Operation Administrator	April 16, 2025
95603	Account Supervisor	April 16, 2025
CM329	General Station Master	April 16, 2025
CM329	General Station Master	April 16, 2025
CM329	General Station Master	April 16, 2025
CM329	General Station Master	April 16, 2025
CM329	General Station Master	April 16, 2025
CM329	General Station Master	April 16, 2025
CM329	General Station Master	TBD
CM329	General Station Master	TBD
CM999	Senior Manager Budget Admin.	Position Transferred December 1, 2024.
CM999	Senior Analyst Projects	April 16, 2025

5. The parties anticipate the work performed by General Station Masters noted above with ‘TBD’ will transfer after CRD ceases utilization of Railroad’s Crew Calling services, including the CMTS system.

6. Railroad agrees to comply with the record retention requirements in 49 C.F.R. 240 and 49 C.F.R. 242.

7. During December 2024, the Parties shall conduct a test for CRD to send train consist information (e.g., crew, locomotives, cars, and other information) to Railroad via Railinc or an alternative agreed upon solution. On or before January 31, 2025, CRD must be able to transmit consist information via Railinc or an alternative agreed upon solution.

8. On or before the Transportation Services Transfer Date, Railroad shall assign to CRD and CRD shall assume from Railroad all of the rights and obligations for the leased property at the location commonly known as 140 W. Terra Cotta Avenue, Unit B, Crystal Lake, Illinois, 60014.

9. The language in Article 2.03 is deleted and replaced with the following:

"2.03 Labor To Be Provided. Except as otherwise provided in the Agreement as amended by the Fifth, Sixth, Seventh, Eighth, Ninth, Eleventh, Twelfth and Thirteenth Amendments, Railroad shall continue to provide and furnish all labor, including but not limited to, administrative, professional, and supervisory services ("Labor") necessary for the provision by Railroad of the Contract Services."

10. The language in Article 2.04 (a), (b), (c) and (h) are deleted and replaced with the following:

(a) The CRD may, at any time or from time to time, during the Agreement Term, request changes in Contract Services ("Service Change").

(b) The CRD shall initiate a Service Change by delivery to Railroad of a written notice ("Service Change Notice") stating the proposed Service Change and its Commencement Date. Within 30 days (or such other period as may be agreed to by the Parties in a particular case) after delivery of the Service Change Notice, Railroad shall either (1) approve the proposed changes in writing or (2) state in writing to the CRD that it will not implement the Service Change for one or more of the reasons set forth in subsection 2.04 (d) and specify such reasons. For clarification, any changes in CRD's service that impact the manner and timing of CRD's commuter operations on the Railroad including changes in maximum train consist length (approximately 1,083 feet), train schedules, station stops, and special trains require a Service Change.

(c) Left intentionally blank.

(h) The CRD may, without limitation of the generality of any other provision of this Article 2.04, make the following Service Changes: (1) subject to any required governmental approvals, change the names, paint scheme and insignia of stations, provided that the cost to Railroad's freight operations of changing the names of stations which are listed in Exhibit 5-C shall be Reimbursable Expenses, and (2) add the name or

insignia of the Authority or CRD or any advertisement or sponsor's name to any of the foregoing (with the prior consent in writing of the owners or lessors, if the owners is a party other than Railroad or Railroad has leased the station to another party).

11. The language in Article 4.01 is deleted and replaced with the following:

“Railroad is an independent contractor for, and not an agent of, CRD. Except for mechanical maintenance, station agent, and transferred transportation services, Railroad shall have managerial control with respect to the Contract Services. Except as provided in Article 2.07, all operating and other personnel of Railroad and Key Personnel involved in any aspect of providing Contract Services shall be subject to the direction, supervision, and control of Railroad and not the CRD. CRD, or Northeast Illinois Regional Commuter Railroad Corporation (“NIRCRC”) as an operator of CRD’s commuter services, are the only authorized and approved operators for operating (e.g., providing train and engine personnel) CRD’s commuter trains on Railroad rail lines.”

12. The language in Article 8.03 is deleted and replaced with the following:

“8.03 Maintenance of Insurance. (a) CRD will keep in full force and effect insurance coverage of the same type, character and coverage as that maintained by it as of November 19, 2024, or at subsequent renewals, if commercially available, with respect to Contract Services (as of 2024, \$323,000,000). Coverage at the time of execution of this Thirteenth Amendment is set out in Exhibit 8-A. CRD shall cause the Railroad to be named as an additional named insured, as its interests may appear, under all of such insurance, and shall notify the Railroad promptly of any material change in the insurance required by this Article. CRD represents to the Railroad that such insurance covers Railroad’s liability for personal injury, death, and damage to or destruction of property of others, and damage to or destruction of property of Railroad and pollution liability.

In the event of an unexpected loss that substantially erodes the insurance coverage required herein, or if CRD uses its commutation provisions that allow it to terminate coverage for a given year or period, CRD will undertake its best reasonable efforts to re-implement limits or to purchase alternative insurance.

(b) At each renewal and in the event of a material change in insurance which reduces the coverage or limits, the CRD shall provide 90 days’ written notice to Railroad.

(c) It is the intention of the Parties hereto that (except for retentions not to exceed \$15,000,000 per occurrence) insurance obtained under this section covers Railroad for all liabilities related to Claims which are caused by or arise, in whole or in part, from the provision of Contract Services under Article X of the Agreement. However, CRD’s insurance coverage does not limit its obligation to reimburse Railroad for Claims arising under this Agreement. CRD and Railroad agree to reopen the Agreement to discuss the level of insurance to be carried by CRD for liability claims arising out of commuter train service each time Congress may modify, alter or change the cap on liability claims

involving commuter train service, as currently outlined in 49 U.S.C. § 28103 or its amendments.

(d) Subrogation. CRD and Railroad agree the party responsible for handling the claim under the PSA is also the party responsible for pursuing subrogation. CRD and the Railroad agree that both parties shall exercise their best judgment and provide reasonable efforts to identify subrogation opportunities on behalf of each other and actively pursue recovery against responsible third parties, for costs incurred to repair damages to equipment or property, which would otherwise be recovered or reasonably sought to be recovered, in the absence of subrogation, under the Agreement. Costs incurred to pursue recovery from responsible parties shall be submitted for reimbursement under the Agreement. Recoveries from responsible parties and expenses incurred will be allocated between CRD and Railroad based upon the share each party contributed to the original asset that was damaged or destroyed and then further allocated upon each Party's share of the total gross ton miles at that location for track related components and using train miles for signal related components. Recovery efforts shall include notifying the Illinois Secretary of State of those instances where the damage is attributable to uninsured drivers and/or owners.

The parties will retain sufficient details of cost and materials to identify the amounts involved. Each party will allow the other to conduct an audit of expenses submitted under the Agreement each six (6) months to allow a determination of whether additional subrogation measures are reasonably warranted. If the parties disagree regarding whether subrogation efforts should proceed or disagree as to the level of subrogation efforts warranted, the parties will not unreasonably withhold permission from each other to pursue subrogation independently to recover said damages.

Neither party shall forego or suspend subrogation opportunities without written notice to the other's Risk Management department. CRD and Railroad will mutually agree to the selection of counsel if suit is filed against a responsible party. The parties will keep each other apprised of the status of any subrogation files being pursued.

Railroad will also identify any instances involving vehicles assigned or loaned to Railroad under the Agreement, including road licensed vehicles and trailers, where an accident occurs with potential subrogation. Railroad agrees to notify CRD of the occurrence.

13. On or before the Transportation Service Transfer Date, Railroad will provide the CORYS simulator software (see Exhibit A), used for commuter service, to CRD on an "as-is" basis, without any warranties, to the extent that it is within its capacity to do so without incurring additional costs.
14. Effective on the Transportation Services Transfer Date, Article 5, Fares and Tickets, to the Agreement is hereby deleted in its entirety and is left blank intentionally.
15. Effective on the Transportation Services Transfer Date, Article 6 Section 6.01 (a), Revenue Collection, to the Agreement is hereby deleted in its entirety and is left blank intentionally.

16. Effective on the Transportation Services Transfer Date, Exhibit 6C tab “TE&Y trainingp9”, Expense titled Trainmen/Engineer and Yard Employee Training and Hiring Expenses, to the Agreement is hereby deleted in its entirety and left blank intentionally.

17. Effective on the Transportation Services Transfer Date, pursuant to Article 6 Section 6.04(d), CRD and Railroad agree to close out audit process for periods 2016 through 2019.

18. Effective on the Transportation Services Transfer Date, Article 7 Section 7.11, Customer Complaints, to the Agreement is hereby deleted in its entirety and is left blank intentionally.

19. Effective the first month subsequent to the Transportation Services Transfer Date and each month thereafter CRD shall pay Railroad an apportionment of 20% of the total compensation for one full-time equivalent nurse. Railroad shall not provide nurse services to CRD employees or NIRCRC employees.

20. Railroad agrees to fully and accurately disclose all commuter operations labor agreements and details of all claims for the agreement crafts covered under this amendment related to Contract Services known by Railroad to be in existence prior to the Transportation Services Transfer Date (“Trainpersons Labor Claims”) when requested. Exhibit B represents a summary of all of the Railroad’s Trainpersons Labor Claims by category and number of claims per category. Railroad also agrees to provide updates to Exhibit B, as needed, after the Transportation Services Transfer Date if additional Trainpersons Labor Claims are filed. Full and accurate disclosure of Trainpersons Labor Claims arising after this Thirteenth Amendment will be provided by Railroad directly to the Director, Labor Relations of NIRCRC within 14 calendar days of receiving the labor claim.

For purposes of this provision, a Trainpersons Labor Claim is deemed “in existence” if a Trainpersons Labor Claim is initiated by an employee, union, or union representative with a claim/incident date prior to the Transportation Services Transfer Date.

For clarification purposes, any Trainpersons Labor Claims with a claim/incident date prior to the Transportation Services Transfer Date will be handled pursuant to the PSA.

21. Railroad agrees to fully and accurately disclose all commuter operations labor agreements and details of all claims for the agreement crafts covered under this amendment related to Contract Services known by Railroad to be in existence prior to the Transportation Services Transfer Date (“Engineers Labor Claims”) when requested. Exhibit B represents a summary of all of the Railroad’s Engineers Labor Claims by category and number of claims per category. Railroad also agrees to provide updates to Exhibit B, as needed, after the Transportation Services Transfer Date if additional Engineers Labor Claims are filed. Full and accurate disclosure of Engineers Labor Claims arising after this Thirteenth Amendment will be provided by Railroad directly to the Director, Labor Relations of NIRCRC within 14 calendar days of receiving the labor claim.

For purposes of this provision, an Engineers Labor Claim is deemed “in existence” if an Engineers Labor Claim is initiated by an employee, union, or union representative with a claim/incident date prior to the Transportation Services Transfer Date.

For clarification purposes, any Engineers Labor Claims with a claim/incident date prior to the Transportation Services Transfer Date will be handled pursuant to the PSA.

22. Railroad agrees to fully and accurately disclose all commuter operations labor agreements and details of all claims for the agreement crafts covered under this amendment related to Contract Services known by Railroad to be in existence prior to the Transportation Services Transfer Date (“Yard Controllers Labor Claims”) when requested. Exhibit B represents a summary of all of the Railroad’s Yard Controllers Labor Claims by category and number of claims per category. Railroad also agrees to provide updates to Exhibit B, as needed, after the Transportation Services Transfer Date if additional Yard Controllers Labor Claims are filed. Full and accurate disclosure of Yard Controllers Labor Claims arising after this Thirteenth Amendment will be provided by Railroad directly to the Director, Labor Relations of NIRCRC within 14 calendar days of receiving the labor claim.

For purposes of this provision, a Yard Controllers Labor Claim is deemed “in existence” if a Yard Controllers Labor Claim is initiated by an employee, union, or union representative with a claim/incident date prior to the Transportation Services Transfer Date.

For clarification purposes, any Yard Controllers Labor Claims with a claim/incident date prior to the Transportation Services Transfer Date will be handled pursuant to the PSA.

23. Railroad agrees to fully and accurately disclose all commuter operations labor agreements and details of all claims for the agreement crafts covered under this amendment related to Contract Services known by Railroad to be in existence prior to the Transportation Services Transfer Date (“Transportation Support Staff Labor Claims”) when requested. Exhibit B represents a summary of all of the Railroad’s Transportation Support Staff Labor Claims by category and number of claims per category. Railroad also agrees to provide updates to Exhibit B, as needed, after the Transportation Services Transfer Date if additional Transportation Support Staff Labor Claims are filed. Full and accurate disclosure of Transportation Support Staff Labor Claims arising after this Thirteenth Amendment will be provided by Railroad directly to the Director, Labor Relations of NIRCRC within 14 calendar days of receiving the labor claim.

For purposes of this provision, a Transportation Support Staff Labor Claim is deemed “in existence” if a Transportation Support Staff Labor Claim is initiated by an employee, union, or union representative with a claim/incident date prior to the Transportation Services Transfer Date.

For clarification purposes, any Transportation Support Staff Labor Claims with a claim/incident date prior to the Transportation Services Transfer Date will be handled pursuant to the PSA.

24. Railroad and CRD recognize that labor protection disputes may arise as a result of the Transportation Services Transfer. Railroad and CRD agree to fully and accurately disclose all commuter operations labor protection claims for the agreement crafts covered under this amendment related to Contract Services known by Railroad or CRD that specifically relate to the Transportation Services Transfer. Railroad and NIRCRC, as operator of the CRD’s commuter services, will through their respective labor teams, analyze and assist each other, in responding to all labor protection claims filed by an individual, union or union representative arising from the Transportation Services Transfer.

For clarification purposes, any labor protection disputes with a claim/incident date prior to the Transportation Services Transfer Date will be handled pursuant to the PSA.

25. Railroad and CRD recognize labor claims for persons represented by SMART Transportation Division are electronically filed with Railroad. Railroad and NIRCRC, as operator of the CRD's commuter services, will through their respective labor teams coordinate the transfer of labor claims (excluding discipline related claims) that occur on or after the transfer date from Railroad to CRD until such time as Crew Management Services functions are fully transferred to CRD, but no longer than 36 months from the Transportation Services Transfer date of Trainpersons and Engineers. Access to Railroad's electronic claims handling system will be provided to the Director, Labor Relations of NIRCRC.

26. Except as specifically provided herein, nothing in this Thirteenth Amendment shall alter, amend, vitiate, or compromise the Parties' respective obligations under the PSA, as previously amended.

27. Capitalized terms, not otherwise defined herein, have the same meanings set forth in the Agreement.

28. For the purposes of Section 10.02 of the PSA and other PSA provisions, all CRD Transportation Services employees shall be considered Contract Services employees.

IN WITNESS WHEREOF, the parties hereto have executed this Thirteenth Amendment by signatures below on behalf of their respective party.

UNION PACIFIC RAILROAD COMPANY

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY

By: _____
John W. Turner
SVP, Northern Region

By: _____
James M. Derwinski
CEO/Executive Director

Exhibit A – CORYS Simulator Software
(See next pages)



Supply eProcurement Requisition

Requisition #:	5736782
Requisition Date:	01/20/2021

Requestor
WILLIAM MILLER

Supplier
Corys Inc.,Jacksonvil,043507

Shipping

Daniel Fitzgerald
1400 DOUGLAS ST STOP 0480
OMAHA
NE 68179-0001

Attention
DANIEL FITZGERALD--(402) 544-1743

Comment

Payment/Charge:

Company:	01-UNION PACIFIC RAILROAD COMPANY	Cost Ctr:	98221-TSD EQUIPMENT, SOFTWARE, AND CONTRACTS
Tax Code:	NEOM-CITY OF OMAHA	Work Order:	54193-
Delivery Type:	STD-Standard Shipment		

Items

Qty.	Unit	Item Number	Description	Source	Estimated Ship Date	Unit Price	Extended Price
1	EA	N-A	MILESTONE 1 20% FEE Corys Proposal # UPR20152 Rev 0	Corys Inc.,Jacksonvil,043507	Unknown	\$7140.00	\$7140.00

Cost Code:	0059-COMPUTERS	Job Number:	003-Job Number 003
Non-Cataloged Price Type:	2-Supplier Quoted Price		
Product Category Level4:	D08070403-Positive Train Control Software		
Item Comments:			

1	EA	N-a	MILESTONE 2 10% FEE Corys Proposal # UPR20152 Rev 0	Corys Inc.,Jacksonvil,043507	Unknown	\$3570.00	\$3570.00
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Cost Code:	0059-COMPUTERS	Job Number:	003-Job Number 003
Non-Cataloged Price Type:	2-Supplier Quoted Price		

Product Category Level4:		D08070403-Positive Train Control Software		Item Comments:			
1	EA	N-A	MILESTONE 3 40% FEE Corys Proposal # UPR20152 Rev 0	Corys Inc.,Jacksonvil,043507	Unknown	\$14280.00	\$14280.00
Cost Code:		0059-COMPUTERS		Job Number:	003-Job Number 003		
Non-Cataloged Price Type:		2-Supplier Quoted Price					
Product Category Level4:		D08070403-Positive Train Control Software					
Item Comments:							
1	EA	N-A	MILESTONE 4 30% FEE Corys Proposal # UPR20152 Rev 0	Corys Inc.,Jacksonvil,043507	Unknown	\$10710.00	\$10710.00
Cost Code:		0059-COMPUTERS		Job Number:	003-Job Number 003		
Non-Cataloged Price Type:		2-Supplier Quoted Price					
Product Category Level4:		D08070403-Positive Train Control Software					
Item Comments:							

Total: \$35700.00

Exhibit B –Summary of Labor Claims

Exhibit 8-A (Updated)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2003 Tower Drive Monroe LA 71201	CONTACT NAME: Lisa Cleveland PHONE (A/C, No, Ext): 318-537-8390 FAX (A/C, No): E-MAIL ADDRESS: lisa_cleveland@ajg.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: XL Catlin Insurance Company UK Limited INSURER B: MSIG Specialty Insurance USA Inc. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 34886

INSURED NORTILL-40
 Northeast Illinois Regional Commuter Railroad Corporation d/b/a
 Metra
 547 West Jackson Boulevard 15th Floor
 Chicago IL 60661

COVERAGES **CERTIFICATE NUMBER:** 1104350600 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PC0863424	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 7,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMPIOP AGG \$
A B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Excess Auto			PC0863424 HNO100026201	7/15/2024 12/15/2023	7/15/2025 12/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 \$28,000,000 in excess of \$295,000,000
 Bermuda - PC0861224 Chubb Bermuda \$28,000,000

 \$57,500,000 in excess of \$237,500,000
 London Lloyds
 PC0855024 QBE Casualty Syndicate 1886 \$7,500,000
 PC0855124 Magna Carta Puni Wrap \$7,500,000
 PC0855224 Ascot Syndicate 1414 Lloyds \$10,000,000
 See Attached...

CERTIFICATE HOLDER Union Pacific Railroad Company 1400 Douglas St Mail Stop 0730 Omaha NE 68179 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: NORTILL-40

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra 547 West Jackson Boulevard 15th Floor Chicago IL 60661	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

PC0855324 Ascot Bermuda Puni Wrap \$10,000,000

Europe - PC0854824 Munich Re \$12,500,000
 Bermuda - LSMAEC157246A / PC0854724 Liberty SM Bermuda \$15,000,000
 Bermuda - PC0854924 Chubb Bermuda Insurance Ltd. \$12,500,000

\$77,500,000 in excess of \$160,000,000
 London - PC0849024 Lloyds
 Apollo \$12,500,000
 Canopus \$7,500,000
 Aspen \$5,000,000
 Axa XL \$5,000,000
 Inigo \$5,000,000
 Map \$5,000,000
 MCPD210512/PC0849124 Magna Carta Puni Wrap \$40,000,000

London - PC0850524 Argo Re \$10,000,000
 London - PC0849324 Markel \$5,000,000
 London - PC0863724 Arcadian \$2,500,000
 Bermuda - PC0850524 (shared with Argo) Helix \$15,000,000
 Bermuda - PC0863624 Sompso \$5,000,000

\$25,000,000 in excess of \$135,000,000
 Bermuda - XLUMB-602521/PC0863524 Axa XL \$25,000,000

\$35,000,000 in excess of \$100,000,000
 London - PC0849524 Lloyd's
 CV Starr \$10,000,000
 Hamilton Re \$7,000,000
 AWAC London \$5,000,000
 PC0849624 Magna Carta Puni Wrap \$17,000,000
 AWAC Bermuda Puni Wrap \$5,000,000

London - PC0848924 Markel \$5,000,000
 London - PC0864324 Arcadian \$5,000,000
 London - PC0849724 Argo \$3,000,000

\$85,000,000/\$170,000,000 in excess of \$15,000,000
 Metra is included in RTA's layer of \$85M x \$15M
 Per RTA Schematic
 \$7,500,000/\$15,000,000 in excess of \$7,500,000 SIR - (except Auto \$3,000,000; GL/Premises Non Rail Meetings \$1,000,000; Family Fun Days \$1,000,000; Special Trains \$1,000,000)

Primary: Lloyd's Synd 1225 AEGIS Managing AgncBermuda - PC0863424 \$7,500,000

Certificate holder is included as Additional insured on General liability and Excess Auto Liability policy as required by written contract. Both are covered under policy #PC0863424 XL Catlin Insurance Company UK Limited with FELA coverage and Employee Liability.

Certificate holder is included as Additional Insured on the General Liability, Automobile and Employers Liability policies, when required by written contract.

A Waiver of Subrogation is provided in favor of the additional insureds as required by written contract and applies with respect to General Liability, Automobile and Employers Liability.

ACORD 101 (2008/01)

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