

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ A.D., by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter called the STATE, and City of Naperville, of the State of Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public as part of the Highway Safety Improvement Program is desirous of improving the existing signalized intersections on US 34 at Naperville-Wheaton Rd as Section No. 2024 VAR TSM, Contract No. 62W60 and by improvement of trombone mast arm replacement and Emergency Vehicle Pre-emption (EVP) in accordance with the plans and specifications; and,

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY, and permanent in nature; and,

WHEREAS, the intersections of US 34 at Naperville-Wheaton Rd lies within the corporate limits of the CITY.

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

1. The STATE agrees to prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract. The STATE also agrees to pay all construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.
2. The CITY agrees to approve the plans and specifications by letter or resolution prior to the STATE advertising for the work to be performed hereunder.
3. It is mutually agreed that the proportional participation for the construction costs and engineering costs of this improvement shall be as follows:

	FEDERAL FUNDS	STATE FUNDS	CITY FUNDS
Trombone replacement			
US 34 at Naperville-Wheaton Rd	90%	5%	5%
EVP relocation			
US 34 at Naperville-Wheaton Rd	0%	0%	100%
Decorative Mast Arm			
US 34 at Naperville-Wheaton Rd	0%	0%	100%

4. It is mutually agreed that the estimated construction costs and engineering costs of this improvement are divided as follows:

	FEDERAL FUNDS	STATE FUNDS	VILLAGE FUNDS	PROJ. TOTAL
Trombone replacement				\$254,000.00
US 34 at Naperville-Wheaton Rd	\$228,600.00	\$12,700.00	\$12,700.00	
Engineering (15%)	\$34,290.00	\$1,905.00	\$1,905.00	
EVP relocation				
US 34 at Naperville-Wheaton Rd	\$-	\$-	\$4,626.43	\$4,626.43
Engineering (15%)			\$693.96	
Decorative Mast Arm	\$-	\$-	\$14,000.00	\$14,000.00
US 34 at Naperville-Wheaton Rd			\$2,100.00	
Engineering (15%)				
TOTAL	\$262,890.00	\$14,605.00	\$36,025.39	

5. It is mutually agreed that the CITY will reimburse the STATE in an amount equal to the CITY'S share of the actual cost as determined in accordance with Item #4 above. It is mutually agreed that upon award of the contract for this improvement, the CITY will pay to the Department of Transportation of the State of Illinois, in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of its obligation (including any non-participating costs for FA projects) in a lump sum, upon completion of the project based upon final costs.
6. Upon acceptance by the Department of Transportation of the traffic signal improvement included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current Master Agreement between CITY and the STATE.
7. The actual maintenance will be performed by the STATE with its own forces or through an ongoing contractual agreement.
8. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
9. The STATE retains the right to control the sequence of timing on the traffic signals.
10. The CITY agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
11. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

City of Naperville

By: _____
Mayor

Date: _____

ATTEST:

CLERK

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersection of US 34 at Naperville-Wheaton Rd City of Naperville hereby approves the plans and specifications for the proposed traffic signal improvements at said intersection above.

APPROVED:

By: _____
CITY ENGINEER

Date: _____