

FAP Route 338 IL Route 59
At Champion Road
State Section: 2019-147-TS&SW
DuPage CITY
Job No. : C-91-112-20
Contract No.: 62K28
Agreement No: JN-120-017

AGREEMENT

This Agreement entered into this _____ day of _____, 2020 A.D.,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT
OF TRANSPORTATION hereinafter called the STATE, and the 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, is desirous of improving approximately 2,775 lineal feet
of FAP Route 338, IL Route 59 at Champion Road, STATE Section 2019-147-TS
&TW, STATE Job No.: C-91-112-20, State Contract Number 62K28 as follows:

The proposed scope of work consists of installing a new traffic signal at the
intersection of IL Route 59 at Champion Road for safety and mobility. Installing new
sidewalk along the west side of IL Route 59, replacing portions of the landscaped
medians on the east and west legs of Champion Road with narrow concrete median,
resurfacing and restriping within the existing pavement. Drainage improvements to
the project consist replacing a storm sewer along the west side of IL Route 59 for
sidewalk extension and all other work necessary to complete the improvement in
accordance with the approved plans and specifications.

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

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

The CITY further agrees, that upon award of the contract for this improvement, the CITY will pay to the STATE 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 said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

5. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient, to cover said cost.
6. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
7. Upon final field inspection of the improvement and so long as IL Route 59 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
8. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, which include, but are not necessarily limited to: existing sidewalks (including snow and ice removal), parkways, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto and highway lighting, including furnishing the electrical energy thereof. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement shall be that of the STATE.

9. The CITY agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL Route 59. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.

10. Upon acceptance by the STATE of the new traffic signal work included herein the financial responsibility for maintenance and electrical energy shall become a part of the Master Agreement for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
IL Route 59 at Champion Road		
STATE Share	50 %	50 %
CITY Share	25 %	25 %
VILLAGE Share	25 %	25 %

11. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

12. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the CITY agrees to be financially responsible for its share of the traffic signals in conjunction with the STATE's proposed improvement.

13. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

14. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6006013 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

CITY Of Naperville
400 South Eagle Street
Naperville, IL 60540

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF NAPERVILLE

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

By: _____
Anthony J. Quigley, P.E.
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of IL Route 59, known as FAP Route 338, State Job Number: C-91-112-20, State Section 2019-147-TS&SW, Contract Number 62K28, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

**EXHIBIT A
ESTIMATE OF COST Contract 62K28**

Type of Work	FEDERAL		STATE		CITY OF NAPERVILLE		VILLAGE OF PLAINFIELD		TOTAL
	\$	%	\$	%	\$	%	\$	%	
All roadway work excluding the following:	\$747,518	80%	\$186,879	20%					\$934,397
P&C Engineering (15%)	\$112,128	80%	\$28,032	20%					\$140,160
TRAFFIC SIGNALS									
IL Route 59 at Champion Rd	\$272,000	80%	\$34,000	10%	\$17,000	5%	\$17,000	5%	\$340,000
P&C Engineering (15%)	\$40,800	80%	\$5,100	10%	\$2,550	5%	\$2,550	5%	\$51,000
Install Emergency Vehicle Pre-emption System		N/A%		N/A%			\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%			\$1,050	100%	\$1,050
OTHER									
New 15" Storm Sewer	\$12,800	80%		N/A%			\$3,200	20%	\$16,000
P&C Engineering (15%)	\$1,920	80%		N/A%			\$480	20%	\$2,400
New 15" Flare End Section	\$1,200	80%					\$300	20%	\$1,500
P&C Engineering (15%)	\$180	80%					\$45	20%	\$225
Sidewalk	\$70,280	80%					\$17,570	20%	\$87,850
P&C Engineering (15%)	\$10,542	80%					\$2,636	20%	\$13,178
Removal and reinstall median items			\$4,000	100%					\$4,000
P&C Engineering (15%)			\$600	100%					\$600.00
TOTAL	\$1,269,367		\$254,011		\$24,150		\$51,831		\$1,599,359

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

Exhibit B
FUNDING RESOLUTION

WHEREAS, the CITY OF NAPERVILLE (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of IL Route 59, known as State Section 2019-147-TS&SW and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Twenty Four Thousand One Hundred Fifty Dollars (\$24,150.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE 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 said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED, that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
CITY OF DuPage)

I, _____, CITY Clerk in and for the CITY OF NAPERVILLE hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the CITY OF NAPERVILLE Board at a meeting on _____, 2020 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____, 2020 A.D.

Clerk

(SEAL)