

FAP 311 US 34 (Ogden Avenue)
From Rickert Drive to Feldott Lane
State Section No.: FAP 311 22 INTERSECTION
Contract No.: 62U30
State Job No.: C-91-031-23
Agreement Number: JN-126-006
County: DuPage

AGREEMENT

This Agreement entered into this _____ day of _____, 20__ 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 2,149 lineal feet of
FAP 311 US 34 (OGDEN AVE) from Rickert Drive to Feldott Lane, as STATE Job
No.: C-91-031-23, Contract Number 62U30, STATE Section No. FAP 311 22
INTERSECTION, as follows:

The proposed scope of work includes widening US 34 to the northwest and
southeast to accommodate southbound dual left turn lanes with an adjacent 6'
barrier median, and to minimize ROW impacts. The existing traffic phasing will be
updated from a southbound permitted left turn phase to a projected left turn phase.
US 34, Rickert Drive, and Feldott Lane will be resurfaced. Utility relocations and
drainage improvements are also proposed within the project limits and all other work
necessary to complete the improvements in accordance with the approved plans and
specifications.

WHEREAS, the CITY has requested that the STATE include in its contract emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the CITY's request, and

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 partial 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.

5. The CITY 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 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.
7. 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.
8. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US 34 (Odgen Ave) without the consent of the STATE.
9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
12. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement and shall abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as US 34 (Ogden Avenue) is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, ramps and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
14. 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, new and existing sidewalks, crosswalk and stop line markings, CITY owned utilities including appurtenances thereto, highway lighting (located at the SW corner of Rickert Dr & US 34) furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch

basins' frames, grates, or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

15. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US 34 (Ogden Avenue). 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.

16. Upon acceptance by the STATE of the new traffic signal work included herein the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
US 34 (Ogden Ave) at Rickert Drive		
STATE Share	66 2/3 %	66 2/3 %
CITY Share	33 1/3 %	33 1/3 %
US 34 (Ogden Ave) at Feldott Lane		
STATE Share	50 %	50 %
CITY Share	50 %	50 %

And shall continue as outlined in the current Master Agreement between the STATE and the CITY.

17. 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.
18. The STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the CITY owned "EMERGENCY VEHICLE PRE-EMPTION" system to support the maintenance of the "EMERGENCY VEHICLE PRE-EMPTION" system. Inspection of the "EMERGENCY VEHICLE PRE-EMPTION" system shall include the phase selector, field wiring, optical detectors, and cabinet appurtenances. When repair is necessary, the STATE's electrical contractor shall notify the CITY that their "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the CITY, maintenance of their "EMERGENCY VEHICLE PRE-EMPTION" system is then performed accordingly. The STATE's electrical contractor shall invoice the CITY directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The CITY may require end users of the emitters within its jurisdiction to enter into separate agreements with the STATE's electrical contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.
19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the CITY agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be

responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

20. 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 S. 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)

Attest:

Clerk

(SEAL)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 311, US 34 (Ogden Ave) from Rickert Drive to Feldott Lane, State Section No: FAP 311 22 INTERSECTION, State Job No: C-91-031-23, 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 B
FUNDING RESOLUTION

WHEREAS, the CITY OF NAPERVILLE (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of US 34 (Odgen Ave) from Rickert Drive to Feldott Lane, known as Contract No. 62U30, STATE Section No.: FAP 311 22 INTERSECTION; 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 Sixty Eight Thousand Five Hundred Ninety-Eight Dollars (\$68,598) 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, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

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)

COUNTY 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 Board at a meeting on _____, 20__ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____, 20__ A.D.

City Clerk

(SEAL)