

FAP 307
IL 64 from Smith/Kautz Rd to York St
State Section: 2020-264-SUR,SW&TS
County: DuPage
Job No. : C-91-101-21
Contract No.:62N33
Agreement No.: JN-124-040

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 COUNTY OF
DUPAGE of the State of Illinois, hereinafter called the COUNTY.

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 88,000 lineal feet of
FAP Route 307, Illinois 64 from Smith/Kautz Rd to York St, identified as STATE Job
No.: C-91-101-21, Contract Number 62N33, STATE Section No. 2020-264-
SUR,SW&TS, as follows:

The general scope of work consists of the implementation of Intelligent
Transportation Systems (ITS) to improve all modes of transportation along the IL 64
corridor. This includes traffic signal modernization, signal timing, changeable
message signs, new signing, traffic surveillance, ADA improvements, emergency
vehicle pre-emption and all other work necessary to complete the improvement in
accordance with the approved plans and specifications; and

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

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

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY 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 COUNTY, 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 COUNTY has passed a resolution agreeing 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 COUNTY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount agreed to in Exhibit B proves to be insufficient to cover said cost.
6. The COUNTY further agrees that, upon award of the contract for this improvement, the COUNTY will pay to the STATE, in a lump sum from any funds allotted to the COUNTY, 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 COUNTY 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 COUNTY 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 Illinois 64 without the consent of the STATE.
9. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The COUNTY agrees to cause COUNTY owned 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 COUNTY 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 COUNTY agrees to obtain from the STATE an approved permit for any COUNTY 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 Illinois 64 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, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
14. The COUNTY 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 Illinois 64. 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 COUNTY unless there is an agreement specifying different responsibilities. For side roads under

COUNTY jurisdiction, the COUNTY agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to ensure proper motorist and pedestrian guidance.

15. 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.

16. The STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the COUNTY 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 COUNTY that their "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the COUNTY, maintenance of their "EMERGENCY VEHICLE PRE-EMPTION" system is then performed accordingly. The STATE's electrical contractor shall invoice the COUNTY directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The COUNTY 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.

17. 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 COUNTY 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 at IL 64 at Prince Crossing Rd, County Farm Rd, Kuhn Rd, and Swift Rd.

18. The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of ten (10) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any Amendment hereto remain in place either in their current or some modified configuration, whichever is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

19. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

DuPage County
421 N County Farm Rd
Wheaton, IL 60187

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SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the COUNTY 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.

COUNTY OF DUPAGE

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

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 Route 307, Illinois 64, State Section No: 2020-264-SUR,SW&TS, Contract No. 62N33, the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY'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 County of DuPage (COUNTY) and the State of Illinois (STATE) desire to enter into an agreement (AGREEMENT) for the improvement of Illinois 64 from Smith/Kautz Rd to York St, known as Contract No. 62N33, STATE Section No.: 2020-264-SUR,SW&TS; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the COUNTY to agree that it has previously appropriated sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that previously funds have been appropriated to the Division of Transportation for projects such as the above-referenced improvement, and the County Board hereby agrees to pay the sum of Two Hundred Twenty One Thousand Eighty Eight Dollars (\$221,088.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the COUNTY, 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 COUNTY will pay to the STATE in a lump sum from any funds allotted to the COUNTY, 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 COUNTY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount agreed upon proves to be insufficient, to cover said cost; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin; and

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Chair of the County Board be hereby directed and authorized to execute the referenced AGREEMENT with the STATE; and

BE IT FURTHER RESOLVED that the County Engineer, or his designee, is hereby authorized to execute any and all approval forms, plans or documents connected to said AGREEMENT; and

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

STATE OF ILLINOIS)
COUNTY OF DuPAGE)

I, _____, COUNTY Clerk in and for the COUNTY of DUPAGE, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the COUNTY Board at a meeting on _____, 20__ A.D.

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

COUNTY Clerk

(SEAL)