

FAP 365 / FAU 3545 IL 56
IL 56/22nd St from IL 59 to York Rd
State Section: 2020-265-SUR,SW&TS
County: DuPage
Job No. : D-91-078-21
Contract No.:62N32
Agreement No.: JN-123-018

AGREEMENT

This Agreement entered into this _____ day of _____, 2023 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 77,300 lineal feet of
FAP Route 365 FAU Route 3545, Illinois 56/22nd Street from Illinois 59 to York Rd,
identified as STATE Job No.: D-91-078-21, Contract Number 62N32, STATE Section
No. 2020-265-SUR,SW&TS, as follows:

The general scope of work consists of the the implementation of Intelligent
Transporation Systems (ITS) to improve all modes of transporation along the IL 56
corridor. This includes traffic signal modernization, signal timing, changeable
message signs. New signing, traffic surveillance, ADA improvements 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, painting of traffic poles and ITS network connection between COUNTY and STATE systems at the intersections of Naperville Road with Danada Square and East-West Loop Road, 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 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 COUNTY 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 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 56 without the consent of the STATE.
9. Where applicable, 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 its facilities 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. All utilities/facilities 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).
11. 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.
12. Upon final field inspection of the improvement and so long as Illinois 56 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.
13. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained the new ITS network connection between COUNTY and STATE systems at the intersections of Naperville Road with Danada Square and East-West Loop Road, and
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 56. 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. 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>
IL 56 at Winfield Rd		
STATE Share	100%	100%
COUNTY Share	0%	0%
IL 56 at Wiesbrook Rd		
STATE Share	75%	75%
COUNTY Share	0%	0%
City of Wheaton	25%	25%
IL 56 at Naperville Rd		
STATE Share	100%	100%
COUNTY Share	0%	0%
Naperville Rd at Danada Sq		
Naperville Rd at E Loop/W Loop		
STATE Share	0%	0%
COUNTY Share	100%	100%
IL 56 at Park Blvd		
STATE Share	100%	100%
COUNTY Share	0%	0%

IL 56 at Finley Rd		
STATE Share	100%	75%
COUNTY Share	0%	0%
Village of Downers Grove	0%	25%
IL 56 at Meyers Rd		
STATE Share	100%	100%
COUNTY Share	0%	0%
22 nd St at Midwest Rd		
STATE Share	100%	0%
COUNTY Share	0%	100%

And shall continue a part of the current Agreement, Letter of Understanding attached as exhibit C, between the STATE and the COUNTY.

It is the STATE's policy to install traffic signal hardware which requires little or no maintenance (e.g., galvanized signal posts and mast arms, polycarbonate traffic signal heads). All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the COUNTY. This includes, but is not limited to, painting of the traffic signal hardware including mast arms and poles, aesthetic poles or mast arms, accessible pedestrian signals and internally illuminated street name signs. The STATE will also require that the STATE's electrical maintenance contractor to perform any work required for maintenance or repair of the non-standard items and invoice the COUNTY directly for any additional costs.

16. 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.

17. The STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the "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 at the intersections of IL 56 at Winfield Rd, Raider Ln, Park Blvd and Meyers Rd along with at the intersection of 22nd St and Midwest Rd. 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.
18. 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 at each of the intersections listed in item 15 of this agreement and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment at traffic signals at the intersections of IL 56 at Winfield Rd, Raider Ln, Park Blvd and Meyers Rd along with at the intersection of 22nd St and Midwest Rd in conjunction with the STATE's proposed improvement.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
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)

Attest:

Clerk

(SEAL)

By: Deborah A. Conroy
(Print or Type)

Title: Chair, DuPage County Board

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

Job No. : D-91-110-22
Agreement No.: JN-123-018

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 365 FAU Route 3545, Illinois 56/22nd St, State Section No: 2020-265-SUR,SW&TS, Contract No. 62N32, 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) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of Illinois 56/22nd St from Illinois 59 to York Rd, known as Contract No. 62N32, STATE Section No.: 2020-265-SUR,SW&TS; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the COUNTY 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 One Hundred Eighty Seven Thousand Four Hundred Two Dollars (\$187,402.00) 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 appropriated herein proves to be insufficient, to cover said cost.

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 _____, 2023 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of
_____. 2023 A.D.

COUNTY Clerk

(SEAL)