

FAP 311 US 34 (Ogden Avenue)
At Wolf Road, Saratoga Avenue & at Main Street
State Section: 2024-1011-TS,I,N,SW
DuPage County
Job No. : C-91-024-23
Contract No.: 62U21
JN-124-051

AGREEMENT

This Agreement entered into this _____ day of _____, 2024 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 FAP Route 311 (US 34) at Wolf
Road, at Saratoga Avenue and Main Street in Downers Grove, IL, and FAP Route
338 (IL-59) at Main Street in Barrington, IL, identified as STATE Job No.: C-91-024-
23, Contract Number 62U21, STATE Section No. 2024-1011-TS,I,N,SW, as follows:

The general scope of work consists of the upgrading of the traffic lights at the
intersection of US 34 and Saratoga, US 34 and Main Street, and IL 59 at Main
Street. This includes traffic signal modernization, emergency vehicle pre-emption
system, pavement markings, new ADA improvements and all other work necessary
to complete the improvement in accordance with the approved plans and
specifications; 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. 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 of FA Projects) in a lump sum, upon completion of the project, based upon final costs.

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 shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
7. 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).
8. Upon final field inspection of the improvement and so long as US-34 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.
9. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained those portions of the improvement on the COUNTY-owned portion of Main Street, which are not maintained by the STATE, including new and existing sidewalks, crosswalk and stop line markings, COUNTY owned utilities including appurtenances thereto.

10. 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 US 34. 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.
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. Upon acceptance by the Department of Transportation of the traffic signal improvement at US-34 at Main Street-the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current Agreement between the COUNTY and the Department of Transportation.
13. The STATE retains the right to control the sequence of timing on the traffic signals.
14. 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.

15. 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 US-34 without the consent of the STATE.
16. The COUNTY 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.
17. 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.
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 and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment 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:

County of DuPage
421 N. County Farm Road
Wheaton, IL 60187

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: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

Attest:

Clerk

(SEAL)

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 311 US 34 (Odgen Ave) at Wolf Road, at Saratoga Ave and Main Street, Contract No. 62U21, State Section: 2024-1011-TS,I,N,SW, 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 afore described 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 US 34 (Odgen Ave) at Wolf Road, at Saratoga Ave and Main Street, known as Contract No. 62U21, STATE Section No.: 2024-1011-TS,I,N,SW; 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 Twelve Thousand Seven Hundred Ninety Four Dollars (\$12,794) 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 _____, 2024 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____, 2024 A.D.

County Clerk

(SEAL)

**EXHIBIT A
ESTIMATE OF COST Contract 62U61**

Type of Work	FEDERAL		STATE		Village of Barrington		DuPage County		Village of Downers Grove		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$
TRAFFIC SIGNALS											
IL 59 (Hough St) at Main Street	\$97,200	90%	\$10,800	10%							\$108,000
P&C Engineering (15%)	\$14,580	90%	\$1,620	10%							\$16,200
US 34 (Ogden Ave) at Saratoga	\$373,500	90%	\$20,750	5%					\$20,750	5%	\$415,000
P&C Engineering (15%)	\$56,025	90%	\$3,113	5%					\$3,113	5%	\$62,250
Emergency Vehicle Pre-emption System									\$6,510	100%	\$6,510
P&C Engineering (15%)									\$977	100%	\$977
US 34 (Ogden Ave) at Main Street	\$400,500	90%	\$22,250	5%			\$11,125	2.5%	\$11,125	2.5%	\$445,000
P&C Engineering (15%)	\$60,075	90%	\$3,338	5%			\$1,669	2.5%	\$1,669	2.5%	\$66,750
Emergency Vehicle Pre-emption System									\$9,000	100.0%	\$9,000
P&C Engineering (15%)									\$1,350	100.0%	\$1,350
Relocating the evp phasing unit inside the existing cabinet to the proposed cabinet.					\$500	100%					\$500
P&C Engineering (15%)					\$75	100%					\$75
TOTAL	\$1,001,880		\$61,870		\$575		\$12,794		\$54,493		\$ 1,131,612

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.