

FAP Route 365
State Section: 60N-3
County: Kane
Job No. :C-91-311-12
Contract No.: 60T23
Agreement No.: JN-114-08

AGREEMENT

This Agreement entered into this _____ day of _____, 2016 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 AURORA
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 2,535 lineal feet of
Illinois Route 56 at Raddant Road, FAP Route 365, STATE Job No.: C-91-311-12
State Contract No: 60T23, STATE Section No: 60N-3 by widening, milling,
resurfacing and reconstruction as follows:

The general scope of work for this improvement consists of traffic signal installation
and channelization, widening and resurfacing the existing pavement to provide an
exclusive left turn lane on Raddant Road and eastbound left and westbound right
turn lane on Illinois Route 56. The work to be performed under this contract consists
of earth excavation, hot mix asphalt surface removal, pavement patching, hot mix
binder course widening, resurfacing with hot mix asphalt surface course, hot mix
asphalt shoulder and combination curb and gutter construction, drainage

improvements, traffic signal installation and channelization with thermoplastic pavement markings and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; 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 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.
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 has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be parallel to the curbs within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".

8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

9. 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.

10. 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 Illinois Route 56 at Raddant Road without the consent of the STATE.

11. In accordance with all applicable laws, ordinances, and rules, the CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

12. 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.

13. 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).

14. 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.

15. Upon final field inspection of the improvement and so long as Illinois Route 56 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.

16. 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, including sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto and shall maintain the CITY owned 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.

17. The CITY further 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 Illinois Route 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 CITY unless there is an agreement specifying different responsibilities.

18. The CITY agrees to assume responsibility for the reconstruction and maintenance of the shared-use-path constructed as part of this improvement, in its entirety. The CITY agrees to indemnify and hold the STATE and its employees harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the Shared-use Path. Nothing in this provision shall serve as a waiver of the CITY's immunity granted under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

19. If in the Future , the STATE adopts a roadway or traffic signal improvement on Illinois Route 56 at Raddant Road , which requires modification, relocation or reconstruction to said Shared-use Path then the CITY hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said Shared-use Path in conjunction with the STATE's proposed improvement.

20. Upon acceptance by the STATE of the new traffic signal installation, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 56 At Raddant Road		
STATE Share	(66 2/3)%	(66 2/3)%
CITY Share	(33 1/3)%	(33 1/3)%

21. Upon acceptance by the STATE of the new traffic signal work included herein the responsibility for maintenance and energy shall become a part of the Master Agreement executed by the STATE and the CITY on August 1, 2007.

22. 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. It is further agreed that all cost for maintenance of the “Emergency Vehicle Pre-Emption System” equipment shall be the CITY’s.

23. The CITY shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the CITY in accordance with the recommendations of the manufacturer.

24. 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 and all

costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.

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 AURORA

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

City Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
John Fortmann, P.E.
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 56 at Raddant Road known as FAP Route 365, State Section: 60N-3, 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 Aurora has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Illinois Route 56 at Raddant Road , known as State Section; 60N-3 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 Fifty Three Thousand Four Hundred Seventy Five dollars (\$53,475) 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 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.

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.

STATE OF ILLINOIS)
COUNTY OF KANE)

I, _____, City Clerk in and for the _____ of _____ hereby
certify the foregoing to be a true perfect and complete copy of the resolution adopted by the
_____ 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)

EXHIBIT C
ORDINANCE NO. _____
AN ORDINANCE RESTRICTING PARKING ALONG
_____ ROAD WITHIN THE CITY OF AURORA

WHEREAS, the State of Illinois acting by and through its Department of Transportation is desirous of improving _____ between _____ and _____ in the _____ of _____; and

WHEREAS, a portion of this project runs through the _____ of _____ from _____ to _____; and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the _____ of _____ determines that the parking along _____ shall be prohibited.

BE IT ORDAINED BY THE _____ COUNCIL OF THE _____ OF _____ COUNTY OF _____, STATE OF ILLINOIS, as follows:

Section 1. That parking shall not be permitted along the _____ Road from _____ to _____ within the _____ limits of the _____ of _____.

Section 2. That the _____ Council of the _____ of _____ will prohibit future parking at such locations on or immediately adjacent to _____ as may be determined and directed by the State of Illinois to be necessary to ensure the free flow of traffic and safety to the motoring public.

Section 3. The _____ Clerk is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20____ by and between the State of Illinois and the _____ of _____.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE _____ COUNCIL OF THE _____ OF _____ COUNTY OF _____, STATE OF ILLINOIS, this _____ day of _____ 20_____.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____, 20_____

MAYOR

ATTEST:

EXHIBIT D
ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY AND INDUSTRIAL WASTE INTO
ANY STORM SEWER OR DRAINAGE FACILITY
CONSTRUCTED AS A PART OF THE
_____ IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the _____ Road between _____ and _____ in the _____ of _____ ; and

WHEREAS, said project includes the installation of storm sewers and drainage facilities; and

WHEREAS, a portion of the project runs through the _____ of _____ including the installation of storm drains and drainage facilities;

BE IT ORDAINED BY THE _____ COUNCIL OF THE _____ OF _____ COUNTY OF _____ STATE OF ILLINOIS, as follows:

Section 1. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the _____ improvement, said limits of improvement being between _____ and _____, and a portion of which passes through the _____ of _____.

Section 2. The _____ Clerk of the _____ of _____ is authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20____, by and between the State of Illinois and the _____ of _____ relative to the improvement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE _____ COUNCIL OF THE _____ OF _____, COUNTY OF _____, STATE OF ILLINOIS, this _____ day of _____, 20____.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____ 20____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT E
ORDINANCE NO. _____
AN ORDINANCE PROHIBITING ENCROACHMENTS
WITHIN THE STATE OF ILLINOIS RIGHT OF
WAY ALONG _____

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the _____ Road between _____ and _____ in the _____ of _____ ; and

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, a portion of said project passes through the _____ of _____;

BE IT ORDAINED BY THE _____ COUNCIL OF THE _____ OF _____, COUNTY OF _____, STATE OF ILLINOIS, as follows:

Section 1. That no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches upon the State of Illinois right of way on the _____ within the limits of the _____ of _____.

Section 2. The _____ Clerk of the _____ of _____ is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20 _____, by and between the State of Illinois and the _____ of _____ relative to the improvement of the _____.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE _____ COUNCIL OF THE _____ OF _____, COUNTY OF _____, STATE OF ILLINOIS, this _____ day of _____, 20_____.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____ 20_____

MAYOR

ATTEST:

CITY CLERK