

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF AURORA AND THE CITY OF NAPERVILLE
FOR ROOF IMPROVEMENTS FOR ROUTE 59 TRAIN STATION FACILITIES**

This Memorandum of Understanding is entered into this ____ day of _____, 2016 (“Effective Date”), between the City of Aurora (“Aurora”) and the City of Naperville (“Naperville”) pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the home rule authority of each party hereto. Aurora and Naperville are together hereinafter referred to as the "Parties" and sometimes individually as “Party”.

RECITALS

A. An agreement between Naperville and Aurora pertaining to care and maintenance of certain facilities at the Route 59 Train Station has expired and a new agreement is in the process of being negotiated.

B. Aurora and Naperville planned to have certain repairs performed at the Route 59 Train Station in 2017, including but not limited to certain roof replacements; however, Metra has offered to pay ninety thousand dollars (\$90,000) (“Metra Share”) toward the cost of roof improvements at the Route 59 Train Station (“Roof Improvements”) as provided herein so long as said improvements are performed in 2016.

C. Aurora has obtained a quote for performance of the Roof Improvements from F.H. Paschen, B.N. Nielsen & Associates LLC, General Contractors (“Contractor”) through a joint purchasing agreement authorized pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/1 *et seq.* The Contractor’s quote for said services in the amount of \$207,900.00, subject to certain exclusions specified in the quote, is attached hereto and made part hereof as **Exhibit A**.

D. Aurora and Naperville wish to accept the Metra Contribution and have each also agreed to pay sixty thousand dollars (\$60,000) toward the cost of the Roof Improvements. In addition, Aurora and Naperville each agree to a not-to-exceed five thousand dollar (\$5,000.00) contingency amount should costs exceed the Contractor’s quote, such that Aurora and Naperville would contribute, at most, sixty five thousand dollars (\$65,000.00) should the cost of the project require it.

E. Aurora will enter into a contract (“Contract”) with the Contractor as outlined in the quote for the Roof Improvements set forth on **Exhibit A** for the buildings identified on **Exhibit B** and as provided herein, and has further agreed to oversee the performance of said Roof Improvements under the Contract. The Contract shall include, but not be limited to provisions that require that said Roof Improvements shall be completed in 2016 for a cost not to exceed two hundred seven thousand and nine hundred dollars (\$207,900.00) (“Contract Amount”) unless otherwise agreed to in writing as provided herein, and said improvements shall be performed in a good and workmanlike manner. The Contractor shall be required to obtain insurance relative to work performed under the Contract in a form and amount and from an entity

approved by the Corporation Counsel of Aurora. Aurora, Naperville, Metra, and their respective officers, agents, and employees shall be named as additional insureds on said insurance. The Contractor's insurance shall be primary and any insurance held by Aurora, Naperville, and Metra shall be deemed non-contributing. Aurora, Naperville, and Metra will be named as obligees on the performance bond provided by the Contractor for performance of the Roof Improvements. Aurora and Naperville will be named on the warranty or warranties provided by or at the behest of the Contractor for the Roof Improvements

F. Aurora will defend, indemnify and hold harmless the City of Naperville and its officers, agents, and employees with respect to any claims or causes of action arising out of the Contract for the Roof Improvements which is the subject of this Memorandum of Understanding.

G. Upon completion of the Roof Improvements representatives of Aurora and Naperville will promptly inspect said Roof Improvements and within forty-five (45) days of approval of said Roof Improvements and receipt of an approved invoice therefor, shall each pay the above recited amounts toward the Contract amount. Aurora will be responsible to obtain the Metra Share for the Roof Improvements and to pay the Contractor the Metra Share.

H. The Parties agree that this Memorandum of Understanding constitutes an interim measure taken in order to facilitate acceptance of Metra's Contribution for the Roof Improvements. The Parties further agree that the terms of this Memorandum of Understanding shall not constitute precedent relative to the definition of joint or shared facilities, or relative to percentage of payments to be made, or for any other purpose with respect to the future agreement between the Parties for the Route 59 Train Station.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Parties agree as follows:

1. The Recitals above are substantive and incorporated herein by reference in this paragraph 1 in their entirety.
2. This Memorandum of Understanding shall remain in effect from the Effective Date set forth on page 1 hereof until the Roof Improvements have been completed, approved, and paid for as provided herein.
3. Each Party shall cooperate and communicate with the other to promote the efficient completion of the Roof Improvements and payment therefor. Any increase in the Contract Amount shall require written approval of authorized representative(s) of the Party or Parties paying such increased amount. In no event shall Naperville's contribution to the Roof Improvements exceed sixty-five thousand dollars (\$65,000).
4. General Provisions.
 - 4.1 This Memorandum of Understanding shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois.

Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

- 4.2 The provisions of Recital F and the General Provisions set forth in this paragraph 4 shall survive the expiration of this Memorandum of Understanding.
- 4.3 This Memorandum of Understanding shall be binding upon and inure to the benefit of the Parties and their heirs, successors and assigns.
- 4.4 If any term of this Memorandum of Understanding is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.
- 4.5 All agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Memorandum of Understanding shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 4.6 The undersigned warrant and represent that they are authorized to execute this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed by their duly authorized representatives.

/Signatures on following pages/

CITY OF AURORA

By: Mayor Thomas Weisner

ATTEST

By: Wendy McCambridge
Its: City Clerk

CITY OF NAPERVILLE

By: Mayor Steve Chirico

ATTEST

By: Pam Gallahue, Ph.D.
Its: City Clerk



F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
GENERAL CONTRACTORS

September 26, 2016

City of Aurora
Attn: Joe Hopp
720 N. Broadway
Aurora, IL 60505

RE: Aurora Metra Station Roofs

Dear Mr. Hopp:

F.H. Paschen has visited the project site with the City of Aurora and has agreed to the following scope of work and current existing conditions. We are pleased to present the following scope and budget for your review.

Scope of Work

Shingled Roof Replacement for 6 buildings

- Remove existing roofing material down to deck.
- Provide and install ice and water shield underlayment at all eaves and valleys.
- Provide 15# felt underlayment over remaining roof surface not covered by ice and water shield.
- Provide CertainTeed Landmark shingles over underlayment.
- Shingles have a 110 mph wind resistance rating.
- Removal and disposal offsite of all demo and construction debris.
- Includes a 40 year material warranty and 2 year installation warranty.
- Includes work hours from 9 am to 3 pm.
- Work to be completed in 2016.
- Includes Metra flagmen.

Clarifications

- This proposal *excludes* gutter and downspout replacement.
- This proposal *excludes* any repairs to existing roof deck.
- This proposal *excludes* the removal and disposal of any hazardous material.
- This proposal *excludes* any unforeseen conditions that may arise.
- This proposal *excludes* any permit fees.
- This proposal *excludes* premium time and figures work to be complete during normal



F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
GENERAL CONTRACTORS

work hours.

- This proposal assumes work will be completed in 2016.
- This proposal includes a payment and performance bond.
- This proposal includes only the following items described in the above scope.

The cost to furnish and install the above referenced work is **Two hundred seven thousand nine hundred dollars, \$207,900.**

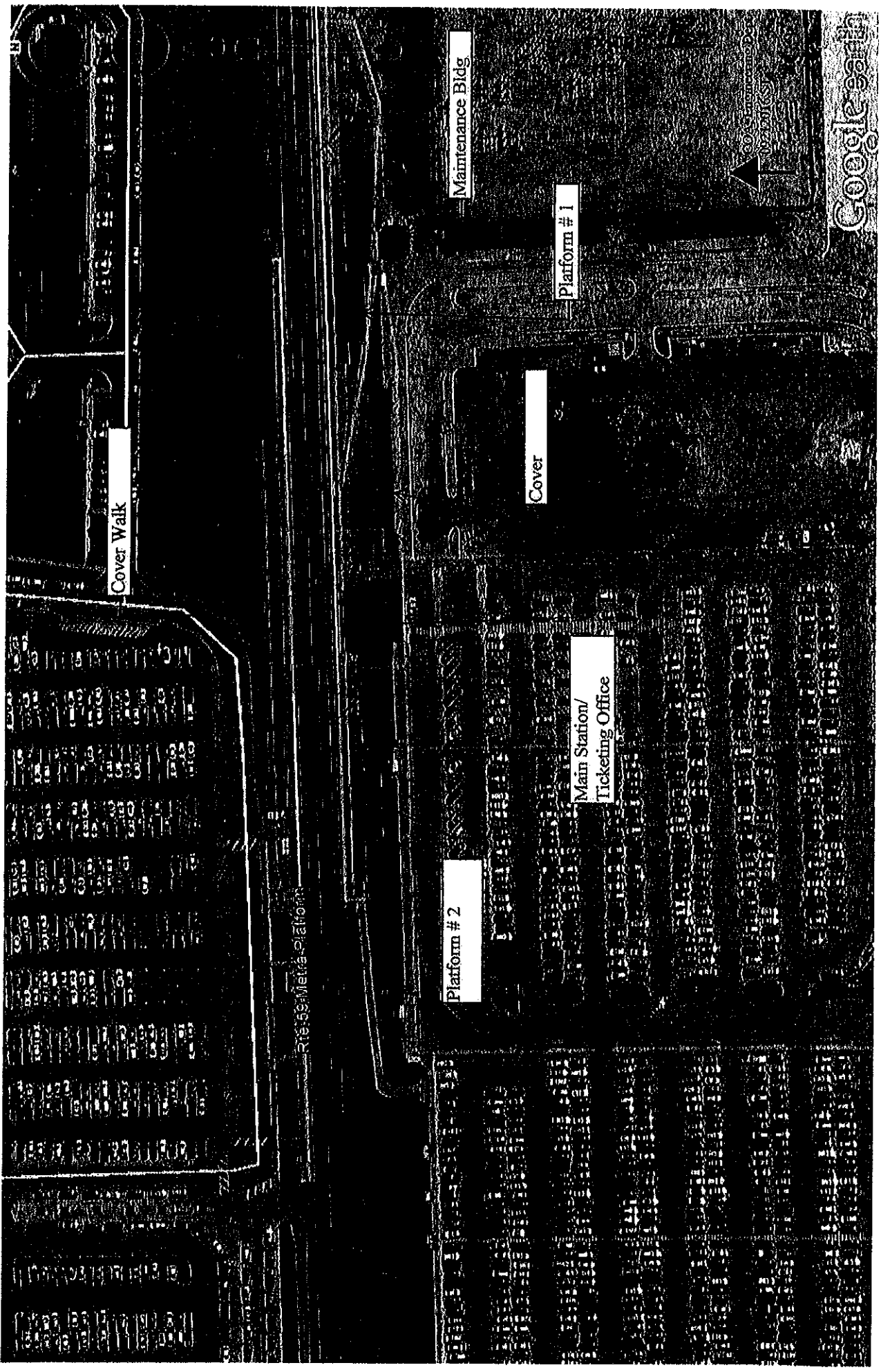
Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. All required documents will be submitted at your request. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

A handwritten signature in black ink, appearing to read 'Addie Domasica'.

Addie Domasica
Project Manager

Cc: File



Cover Walk

Platform # 2

Cover

Platform # 1

Main Station/
Ticketing Office

Maintenance Bldg

Rte 68 Metro Platform

Google Earth