

City of Rochelle  
FAP Route 567 (IL 38)  
State Section 141-1HBR-3 & (9,10)R-3  
City Section 25-00120-00-PV  
Project No. D3PO(364)  
Job No. C-92-042-23  
Ogle County  
Contract No. 64N98  
Agreement No. JN225034

## AGREEMENT

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by and between the state of Illinois, acting by and through its Department of Transportation, hereinafter called the STATE and City of Rochelle, hereinafter referred to as the CITY.

## WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, is desirous of reconstructing the interchange of IL 38 and I-39 from the current diamond interchange design to a Diverging Diamond Interchange, hereinafter called ("DDI"), from a point approximately 500-feet west of North/South Dement Road to a point approximately 1500-feet east of the center point of the interchange by reconstructing the IL 38 traffic through lanes with 10 ¼ -inches of Portland cement concrete (PCC) pavement, 4-inches of hot-mix asphalt stabilized subbase, and 12-inches of aggregate subgrade improvement, providing for two 12-foot and various width traffic through lanes, right and left turn lanes, on/off ramps to and/or from I-39 to and/or from IL 38, 4-foot and variable width shoulders, updated median areas, new curb and gutters, upgraded storm sewers and/or drainage elements, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications, FAP Route 567 (IL 38), STATE Section 141-1HBR-3 & (9,10)R-3, CITY Section 25-00120-00-PV hereinafter called the "PROJECT"; and

- A. I-39 on and off ramps will be reconstructed with 10 ¼ -inches of Portland cement concrete (PCC) pavement, 4-inches of hot-mis asphalt stabilized subbase, and 12-inches of aggregate subgrade improvement, providing for a 17-foot and various width on/off ramps to and/or from I-39 to and/or from IL 38, new variable width shoulders, upgraded drainage and striping; and
- B. Traffic Signal upgrades at IL 38 and Dement Road, new installation of traffic signals at the DDI interchanges; and
- C. Constructing a Shared Use Path ("SUP") along the north side of IL 38 starting at the northeast side of Dement Road and IL 38, then continues east transversing through the middle of the DDI, thence continuing along the north side of IL 38 to connect to the existing SUP located near a point approximately 500-feet west of the Pilot Gas station entrance, being constructed with 6-inches of Portland cement concrete sidewalk, 4-inches of aggregate base coarse, providing for a 10-foot wide SUP, includes upgrades to the curb ramps to meet the Americans with Disabilities Act (ADA); and
- D. Installing both standard highway lighting and additional decorative street lighting; 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, acquire all necessary right-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 plans, specifications and contract.
2. The STATE agrees to pay all construction and engineering costs, subject to payment by the CITY for its share of the improvement as hereinafter stipulated.
3. The STATE has included utility adjustment credits to the cost share chart below, due to relocations costs for watermain items that are in conflict with the STATE's project.
4. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

| Type of Work                           | Federal Cost | %   | State Cost  | %   | City of Rochelle Cost | %    | Total        |
|--|--------------|-----|-------------|-----|-----------------------|------|--------------|
| All Construction Costs                 | \$14,643,332 | 80% | \$3,660,833 | 20% |                       |      | \$18,304,165 |
| Traffic Signals at Dement Road & IL 38 | \$503,748    | 80% | \$62,969    | 10% | \$62,969              | 10%  | \$629,685    |
| Highway Lighting                       |              |     |             |     | \$1,564,650           | 100% | \$1,564,650  |
| Relocate Fire Hydrant                  |              |     |             |     | \$1,500               | 100% | \$1,500      |
| <b>Sub-total</b>                       | \$15,147,080 |     | \$3,723,802 |     | \$1,629,119           |      | \$20,500,000 |
| P&C Engineering 15%                    | \$2,272,062  |     | \$558,570   |     | \$244,368             |      | \$3,075,000  |
| <b>Total</b>                           | \$17,419,142 |     | \$4,282,372 |     | \$1,873,486           |      | \$23,575,000 |

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for preliminary and construction engineering.

5. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit A and made a part hereof. The CITY agrees to pay to the Department of Transportation of the state of Illinois, upon award of this project, from any funds allotted to the CITY, the amount of 80% of its estimated obligation under the provisions of this agreement and will pay to the said department the remainder of its obligation in a lump sum upon completion of the project based upon final costs. **\*\*\*The 80% payment shall not be billed out until January 1, 2026\*\*\***
6. The CITY agrees to enforce the existing parking ordinance on IL 38 within the limits of this improvement in the City of Rochelle, the CITY's ordinances can be found on the CITY's website.
7. The CITY agrees to enforce an existing ordinance prohibiting the discharge of sanitary and industrial wastewater into the storm water drainage systems, a copy of which can be found in the CITY's ordinances which can be found on the CITY's website.

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

The CITY shall continue to enforce an existing ordinance, relative to the disposition of encroachments within the limits of the improvements, a copy of which is on file at the STATE's district office.

9. The CITY agrees not to permit the construction of additional entrances (private or commercial) onto IL 38, within the limits of this improvement without the concurrence of the Department of Transportation
10. Prior to construction, to the extent the CITY has a franchise right to require utilities to be relocated at the expense of the utility, then the CITY shall exercise its franchise right to cause utilities to be relocated, if necessary, at no expense to the STATE. To the extent the CITY does not have such franchise right, the costs of any such utility relocation shall not be the responsibility of the CITY.
11. The CITY agrees to cause its utilities located 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 at no expense to the STATE.
12. 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).
13. Upon final field inspection of the improvement the STATE agrees to maintain or cause to be maintained their portion of IL 38, which is under their jurisdiction, through the I-39/IL38 DDI interchange; the four traffic through lanes respectively, turn lanes, concrete medians, grass medians, painted pavement markings, concrete barrier walls, curb and gutter and/or shoulders adjacent to said through traffic lanes. The STATE shall accept maintenance responsibilities for the standard highway lighting which includes standard light poles, at and through the DDI ramp intersections. The STATE shall continue its maintenance responsibilities to the on/off ramps to and/or from I-39 to and/or from IL 38. The STATE shall also maintain a portion of the Shared Use Path ("SUP") located on the structure, abutment to abutment only, and the safety barrier wall along the SUP located on IL 38.
14. Upon final field inspection of the improvement, the CITY agrees to maintain their portions of the improvement which are not maintained by the STATE, including sidewalks which includes ADA ramps, parkways, crosswalks and transverse pavement markings, CITY owned utilities including the appurtenances thereto, CITY highway lighting and/or decorative highway lighting, including furnishing the electrical energy therefore, and the following items which are not to be maintained by the STATE including:
  - A. The 10-foot-wide Shared Use Path ("SUP") along the north side of IL 38 and through the DDI, to the Pilot Gas station connection, responsibilities include but are not limited to, appurtenances, mowing within 6-feet adjacent to the SUP, weeding, snow removal, trash removal, bollards, striping, maintenance and/or repairs; and

- B. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all turn lanes, up to the edge of pavement of IL 38 through traffic lanes.
15. The CITY further agrees that, if in the future, the CITY wishes to modify and/or add any elements to the SUP, including but not limited to the addition of cameras, trash cans, benches, or decorative elements, the CITY shall seek either a utility or an access permit whichever fits the scenario, and follow any guidelines provided by the STATE.
16. The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the shared use path not otherwise carried on State structures. The CITY further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the shared use path.
16. Upon acceptance by the STATE of the traffic signal work included herein the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signals shall be proportioned as follows:

| Type of Work   | STATE         |                     | CITY          |                     |
|--|---------------|---------------------|---------------|---------------------|
|  | Maintenance % | Electrical Energy % | Maintenance % | Electrical Energy % |
| Traffic Signals at the intersection of;<br>IL 38 at DDI interchanges | 100%          | 100%                | 0%            | 0%                  |

It is mutually agreed that the actual traffic signal maintenance will be performed by the CITY, either with its own forces or through an ongoing contractual agreement. It is further mutually agreed that the traffic signals shall be maintained to the standard described in the 2009 Edition of the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02 a copy of which is on file at the STATE's district office and made a part hereof.

17. Upon acceptance by the STATE of the traffic signal work at Dement Road included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on April 16, 2021.
18. The CITY agrees to all covenants contained in previous agreements or letters of understanding relating to City owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the City limits, shall remain unchanged.
19. The CITY agrees to provide written approval of 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, attached as Exhibit B.
20. Obligations of the STATE and 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.

21. 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.
22. This agreement No. JN225034 shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ATTEST:

CITY OF ROCHELLE

By: \_\_\_\_\_  
Rose Hueramo  
City Clerk

By: \_\_\_\_\_  
John Bearrows  
Mayor

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Trisha Thompson, P.E.  
Region Two Engineer

Date: \_\_\_\_\_, 20\_\_

EXHIBIT A  
RESOLUTION

WHEREAS, the City of Rochelle has entered into an agreement with the State of Illinois for reconstruction improvement project on FAP Route 567 (IL 38), STATE Section 141-1HBR-3 & (9,10)R-3, City Section 25-00120-00-PV.

WHEREAS, in compliance with the aforementioned agreement it is necessary for the CITY to appropriate 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 MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$1,985,000.00), or so much thereof as may be necessary, from any money now or hereafter 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 upon award of this project, the CITY agrees to pay to the Department of Transportation of the state of Illinois from any funds allotted to the CITY, an amount of 80% of its estimated obligation under the provisions of this agreement and will pay to the said department the remainder of its obligation in a lump sum upon completion of the project based upon final costs. **\*\*\*The first invoice for the 80% payment shall not be sent prior to January 1, 2026\*\*\***

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide additional funds if the amount appropriated herein proves to be insufficient to cover said cost.

|                   |      |
|-------------------|------|
| STATE OF ILLINOIS | )    |
|                   | ) SS |
| CITY OF ROCHELLE  | )    |

I, \_\_\_\_\_, City Clerk in and for the City of Rochelle, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on \_\_\_\_\_, 20 \_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
City Clerk

EXHIBIT B  
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE DDI RECONSTRUCTION PROJECT ON FAP ROUTE 567 (IL 38) and FAI 39 (I-39), STATE SECTION 141-1HBR-3 & (9,10)R-3, IN THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS

WHEREAS be it hereby resolved by the City Council of the City of Rochelle that the plans and specifications as proposed by the state of Illinois, Department of Transportation for the reconstruction of FAP Route 567 (IL 38), State Section 141-1HBR-3 & (9,10)R-3, are hereby considered satisfactory and acceptable.

I, \_\_\_\_\_, City Clerk in and for the City of Rochelle, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on \_\_\_\_\_, 20 \_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_.

\_\_\_\_\_  
City Clerk

The CITY OF ROCHELLE certifies that:

1. The number shown on this form is the CITY'S correct taxpayer identification number (or the CITY is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
3. The CITY'S person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

**Taxpayer Identification Number:**

36-6006075

Social Security Number

Or

Employer Identification Number

*( If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name the name of the business and the owners SSN or EIN. For all other entities enter the name of the entity as used to apply for the entity EIN and the EIN.)*

**Legal Status**

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Government   |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy ( Non Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                   |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company ( select applicable tax classification) |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> D= Disregarded entity   |
|   | <input type="checkbox"/> C= Corporation  |
|   | <input type="checkbox"/> P= Partnership  |