

RESOLUTION R-04-09

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE AND THE CITY OF WHEATON
FOR THE
REPLACEMENT OF THE WESLEY STREET/MANCHESTER ROAD BRIDGE OVER
THE UNION PACIFIC RAILROAD**

WHEREAS, the City of Wheaton in order to facilitate the free flow of traffic and to ensure the safety of the public desires to replace the Wesley Street/Manchester Road Bridge over the Union Pacific Railroad in Wheaton, Illinois; and

WHEREAS, part of the project includes reconstruction of the Illinois Prairie Path structures over Wesley Street, Front Street, and the Union Pacific Railroad and improvements which are part of the scope of the project; and

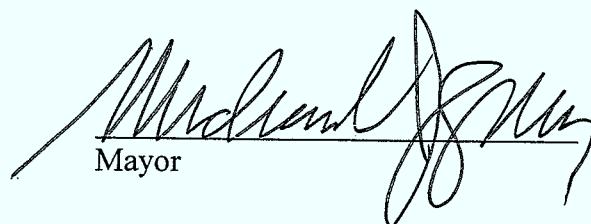
WHEREAS, the City requires additional right-of-way owned by the County in order to construct the project; and

WHEREAS, the County and the City desire to cooperate in the construction of the project because of the benefit of the project to the residents of the City and County and patrons of the Illinois Prairie Path; and

WHEREAS, it is necessary for the County and City to enter into an agreement to establish their respective responsibilities of the project.

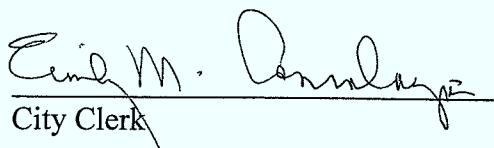
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute an intergovernmental agreement between the County of DuPage and the City of Wheaton for the replacement of the Wesley Street/Manchester Road Bridge over the Union Pacific Railroad.

ADOPTED, this 5th day of January, 2009.



Michael J. Denahan
Mayor

ATTEST:



Cindy M. Donley
City Clerk

R-24-29

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
THE COUNTY OF DU PAGE AND THE CITY OF WHEATON
FOR THE
REPLACEMENT OF THE WESLEY STREET/MANCHESTER ROAD BRIDGE
OVER THE UNION PACIFIC RAILROAD
COUNTY SECTION 00-00316-01-BR

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this 5th day of January, 2008, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Wheaton (hereinafter referred to as the "CITY"), a municipal corporation with offices at 303 West Wesley Street, Wheaton, Illinois. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY in order to facilitate the free flow of traffic and to ensure the safety of the public desires to replace the Wesley Street/Manchester Road Bridge over the Union Pacific Railroad (hereinafter referred to as "PROJECT"); and

WHEREAS, part of the PROJECT involves reconstruction of the Illinois Prairie Path (hereinafter referred to as "IPP") structures over Wesley Street, Front Street, and the Union Pacific Railroad and improvements which are part of the scope of the PROJECT (hereinafter referred to as "WORK"); and

WHEREAS, in order to construct the PROJECT, the CITY requires additional right-of-way that is owned by the COUNTY; and

WHEREAS, the COUNTY and the CITY desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the City of Wheaton, patrons of the IPP and the motoring public; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the CITY by virtue

of its power set forth in the "Municipal Code" (65 ILCS 1/1-1-1 et seq.) are authorized to enter into this AGREEMENT.

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION.

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1. The CITY and the COUNTY agree that the scope of the WORK will include IPP bridge superstructure improvements including (4) new spans, rehabilitation of the span over the railroad and existing abutments and piers.

3.0 RESPONSIBILITIES - JOINT

- 3.1. The CITY and COUNTY agree that the CITY will act as lead agency for the PROJECT and the CITY agrees to make every effort to cause the construction of the PROJECT.
- 3.2. Both the COUNTY and CITY agree that the CITY shall administer the contract for the construction of the PROJECT. The CITY agrees to administer the PROJECT in the best interest of both parties and to consult

with, and keep advised, officials of the COUNTY regarding the progress of the PROJECT and any problems encountered or changes recommended.

- 3.3. The CITY and the COUNTY agree that the estimated cost to the COUNTY for the WORK is \$950,000.00 which includes a five (5%) percent mobilization mark-up, a five (5%) percent contingency, and a pro-rata share of the Phase III engineering services. The COUNTY'S estimated cost for the WORK is shown on Exhibit A which is attached hereto and incorporated herein by reference.
- 3.4. The CITY and the COUNTY agree that any right-of-way required from the COUNTY for the PROJECT shall be deducted from the cost of the WORK based on the average per square foot appraised value of the right-of-way acquired for the PROJECT which is Fifteen Dollars and 50/100ths (\$15.50) per square foot or approximately \$25,000.00.

4.0 RESPONSIBILITIES OF THE CITY

- 4.1. The CITY shall be responsible for completing all preliminary and design engineering, right-of-way acquisition, awarding of contract(s), permit processing, utility coordination, construction engineering and construction for the PROJECT. The CITY shall also obtain the COUNTY'S concurrence, in writing, as to the award of the contract for the PROJECT in the event the low bid for the WORK is ten (10%) percent greater than the engineer's estimate.
- 4.2. The CITY agrees to provide the COUNTY with Plans and Specifications for the PROJECT for review and approval of those components of the PROJECT related to the WORK. The CITY and COUNTY will make every effort to coordinate the review process in a timely manner in order to maintain the PROJECT schedule.

5.0 RESPONSIBILITIES OF THE COUNTY

- 5.1. The COUNTY agrees to reimburse the CITY the cost of the WORK based on the actual cost incurred by the CITY. The actual cost is the bid price submitted by

the CITY'S contractor for the bid items associated with the WORK times the actual quantity of bid items installed plus the cost of any additional items required as a part of the WORK. However, the CITY shall obtain the consent of the COUNTY, in writing or via e-mail, prior to allowing any additional pay items to be added to the WORK. The COUNTY shall not be responsible for the cost of any additional pay items which have not been agreed to in writing or via e-mail by the COUNTY.

5.2. The COUNTY agrees to pay the CITY as follows: fifty (50%) percent of the cost of the WORK as determined based on the bid items of the awarded contract plus fifty (50%) of the COUNTY'S pro-rata share of the Phase III engineering services less the deduction referenced in 3.4 herein following award of a construction contract for the PROJECT within sixty (60) days of receipt of an invoice from the CITY. Upon completion and acceptance of the WORK by the COUNTY and based upon receipt of documentation of the final costs and quantities, the COUNTY agrees to pay the balance of the cost of the WORK including the balance of the pro-rata share of the Phase III engineering services. However, the CITY agrees that no invoice for the final costs and quantities shall be sent to the COUNTY until after December 1, 2009 and payment shall be made by the COUNTY within sixty (60) days of receipt of an invoice from the CITY to the COUNTY.

6.0 MAINTENANCE

6.1. Upon completion of the PROJECT, the CITY shall be responsible for maintenance of that part of the PROJECT previously owned or under the jurisdiction of the CITY and the COUNTY shall be responsible for maintenance of that part of the PROJECT previously owned or under the jurisdiction of the COUNTY.

7.0 INDEMNIFICATION

7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and

against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.1.1. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successors or assign's authority and legal capacity to indemnify the CITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the Parties rights and obligations provided for therein.

7.2. The CITY shall, to the extent permitted by law, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the CITY acknowledge that the CITY has made no representations, assurances or guaranties regarding the CITY'S or any

successor's or assign's authority and legal capacity to indemnify the COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing CITY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the Parties rights and obligations provided for therein.

- 7.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 7.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 7.4. Nothing contained herein shall be construed as prohibiting the CITY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The CITY'S participation in its defense shall not remove COUNTY'S duty to indemnify, defend, and hold the CITY harmless, as set forth above.
- 7.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY and COUNTY'S indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed and the

CITY and COUNTY assumes its respective maintenance responsibilities as set forth in Section 6.0 hereof.

8.0 ENTIRE AGREEMENT

- 8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

9.0 GENERAL

- 9.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding and plan/construction approval of the PROJECT and no changes to maintenance and/or jurisdiction are proposed for the existing roadways and appurtenances.
- 9.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 9.3. In the event of a dispute between the COUNTY and CITY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the City Manager of the CITY shall meet and resolve the issue.
- 9.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 9.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an

original and all of which shall be deemed one in the same instrument.

9.6. 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 three (3) years subsequent to the execution of this AGREEMENT.

10.0 NOTICES

10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For the CITY:

Donald B. Rose
City Manager
City of Wheaton
303 W. Wesley Street,
Wheaton, IL 60187
Facsimile: 630-260-2017

For the COUNTY:

Charles F. Tokarski, P.E.
County Engineer
DuPage County
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Facsimile: 630-407-6901

11.0 MODIFICATIONS

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

12.0 ASSIGNMENT

12.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their representative successors and assigns.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Eighteenth Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

Robert J. Schillerstrom, Chairman
DuPage County Board

Michael Gresk, Mayor
City of Wheaton

ATTEST:

Gary A. King
County Clerk

ATTEST:

Emily M. Consolazio
City Clerk

R 04-29

EXHIBIT A

ITEM NO.	SP CODE NUMBER	ITEM	SUMMARY OF QUANTITIES	CONSTRUCTION TYPE CODE	ROADWAY QUANTITY	BROKE (TP)	DURAGE COUNTY	LIGHTING	TRAFFIC SIGNALS	LINKED TO COST EST.	UNIT COST	TOTAL COST
					KOREA	3311-2A	2311-2A	2321-2A	Y324-1E	Y311-1E		
1	-	20000110 TREE REMOVAL (6 TO 15 IN UNITS DIAMETER)	UNIT	230	230						\$2.00	\$4,600.00
2	-	20100210 TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	204	204						\$35.00	\$7,140.00
3	-	20100501 TREE REMOVAL, ACRES	ACRE	0.75	0.75						\$5,000.00	\$37,500.00
4	-	20101001 TEMPORARY FENCE	FOOT	336	336						\$7.50	\$2,520.00
5	-	20102001 TREE ROOT PRUNING	EACH	7	7						\$20.00	\$140.00
6	-	20200101 EARTH EXCAVATION	CU YD	22,412	22,216						\$25.00	\$560,284.34
7	-	20201201 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,631	1,396	2284					\$25.00	\$40,775.00
8	-	20702201 POROUS GRANULAR EMBANKMENT	CU YD	1,398	1,396						\$25.00	\$34,950.00
9	Y	20704201 POROUS GRANULAR EMBANKMENT, SURGRADE	CU YD	2,294	2,294						\$50.00	\$114,718.56
10	Y	20800150 TRENCH BACKFILL	CU YD	3,634	3,634						\$50.00	\$181,700.00
11	-	21301052 EXPLORATION TRENCH, 52' DEPTH	FOOT	1,580	1,580						\$40.00	\$62,720.00
12	-	25000100 SEEDING, CLASS 1	ACRE	0.50	0.50						\$4.00	\$20.00
13	-	25000210 SEEDING, CLASS 2A	ACRE	0.25	0.25						\$4.00	\$10.00
14	-	25000300 SEEDING, CLASS 1	ACRE	1.25	1.25						\$2.50	\$31.25
15	-	25000400 NITROGEN FERTILIZER, NUTRIENT	POUND	48	48						\$2,500.00	\$125,000.00
16	-	25000500 PHOSPHORUS FERTILIZER, NUTRIENT	POUND	48	48						\$5.00	\$238.50
17	-	25000600 POTASSIUM FERTILIZER, NUTRIENT	POUND	48	48						\$5.00	\$238.50
18	Y	25100530 EROSION CONTROL BLANKET	SQ YD	8,238	8,238						\$5.00	\$41,190.00
19	-	25200110 SCODDING, SALT TOLERANT	SQ YD	4,768	4,768						\$1.50	\$7,152.00
20	-	25200200 SUPPLEMENTAL WATERING	UNIT	214.7	214.7						\$6.00	\$1,282.20
21	-	26000250 TEMPORARY EROSION CONTROL SEEDING	POUND	270	270						\$10,730.00	\$10,730.00
22	Y	26000300 TEMPORARY DITCH CHECKS	EACH	12	12						\$5.00	\$60.00
23	-	26000310 INLET FILTERS	EACH	84	84						\$10.00	\$840.00
24	-	26100015 STONE RIPRAP, CLASS A3	SQ YD	3	3						\$4.50	\$135.00
25	-	26200008 FILTER FABRIC	SQ YD	3	3						\$2.00	\$60.00
26	-	31101200 SUB-BASE GRANULAR MATERIAL, TYPE B, 4"	SQ YD	1,411	1,411						\$8.00	\$12,890.00

27	-	3501600 AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	501	551		\$20.00	\$11,240.00
28	-	3502000 AGGREGATE BASE COURSE, TYPE B 9"	SQ YD	2,154			\$10.00	\$14,420.00
29	-	3501200 HOT-MIX ASPHALT BASE COURSE, 4"	SQ YD	273	273		\$20.00	\$54,420.00
30	-	4062000 BITUMINOUS MATERIALS (PRIME COAT)	GAL	6,740	6,740		\$5,460.00	\$36,420.00
31	-	4060000 AGGREGATE (PRIME COAT)	TON	6.0	6.0		\$5.00	\$33,897.50
32	-	4063000 HOT-MIX ASPHALT BINDER COURSE, 1.5" (190, NS0)	TON	281	281		\$100.00	\$60,000.00
33	-	4063300 HOT-MIX ASPHALT SURFACE COURSE, MIX 'C', NS0	TON	345	345		\$150.00	\$22,500.00
34	-	4072100 HOT-MIX ASPHALT PAVEMENT FULL-DEPTH, 1"	SQ YD	9,011	9,011		\$60.00	\$20,894.00
35	Y	4200100 BRIDGE APPROACH PAVEMENT (SPECIAL)	SQ YD	671	671		\$60.00	\$540,560.00
36	-	4230100 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 5 INCH	SQ YD	183	183		\$230.00	\$154,330.00
37	-	4230200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 6 INCH	SQ YD	386	386		\$50.00	\$54,450.00
38	-	4240100 PORTLAND CEMENT CONCRETE SIDEWALL 4 INCH	SQ FT	14,355.0	14,355.0		\$60.00	\$22,160.00
39	-	4240800 DETECTABLE WARNINGS	SQ FT	243.0	243.0		\$5.00	\$71,775.00
40	-	44000100 PAVEMENT REMOVAL	SQ YD	9,490.0	9,490.0		\$20.00	\$189,800.00
41	-	44000200 DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,956	2,956		\$15.00	\$142,250.00
42	-	44000300 CURB REMOVAL	FOOT	1,669	1,669		\$12.00	\$25,472.00
43	-	44000500 COMBINATION CURB AND GUTTER REMOVAL	FOOT	4,844	4,844		\$7.00	\$11,833.00
44	-	44000800 SIDEWALK REMOVAL	SQ FT	16,037	16,037		\$8.00	\$137,520.00
45	Y	44000700 APPROACH SLAB REMOVAL	SQ YD	232	232		\$1.50	\$24,655.50
46	-	44201300 CLASSIC PATCHES, TYPE IV, 12 INCH	SQ YD	35	35		\$25.00	\$5,800.00
47	-	44201700 CLASS D PATCHES, TYPE III, 9 INCH	SQ YD	84	84		\$15.00	\$2,625.00
48	-	44201750 CLASS D PATCHES, TYPE IV, 9 INCH	SQ YD	61	61		\$75.00	\$5,200.00
49	Y	44213200 SWAY CUTS	FOOT	422	422		\$65.00	\$27,955.00
50	-	46100000 AGGREGATE SHOULDERS, TYPE A, 4"	SQ YD	132	132		\$2.25	\$29,520
51	Y	50100000 REMOVAL OF EXISTING STRUCTURES NO. 1	EACH	1	1		\$12.00	\$1,384.00
52	Y	50100400 REMOVAL OF EXISTING STRUCTURES NO. 2	EACH	1	1		\$150,000.00	\$150,000.00
53	Y	50101600 REMOVAL OF EXISTING SUPERSTRUCTURES	L SUM	1	1		\$50,000.00	\$50,000.00
54	-	50124000 CONCRETE REMOVAL	CU YD	149.8	149.8		\$65.00	\$17,270.00
							\$10.00	

83	Y	550397000	STORM SEWERS TO BE CLEANED	FOOT	100	100			\$10.00	\$1,000.00
84	-	551001000	STORM SEWER REMOVAL 4"	FOOT	8	8			\$10.00	\$80.00
85	-	551002000	STORM SEWER REMOVAL 5"	FOOT	12	12			\$10.00	\$120.00
86	-	551003000	STORM SEWER REMOVAL 6"	FOOT	441	441			\$10.00	\$4,410.00
87	-	551004000	STORM SEWER REMOVAL 10"	FOOT	115	115			\$15.00	\$1,725.00
88	-	551005000	STORM SEWER REMOVAL 12"	FOOT	1,159	1,129			\$15.00	\$16,935.00
89	-	551007000	STORM SEWER REMOVAL 15"	FOOT	174	174			\$20.00	\$3,480.00
90	-	551008000	STORM SEWER REMOVAL 18"	FOOT	153	153			\$20.00	\$3,060.00
91	-	560001000	CAST IRON SOIL PIPE 4"	FOOT	26	26			\$100.00	\$2,600.00
92	Y	563001000	ADJUSTING SANITARY SEWERS, 6INCH DIAMETER OR LESS	FOOT	100	100			\$100.00	\$10,000.00
93	-	564001000	FIRE HYDRANTS TO BE MOVED	EACH	1	1			\$150.00	\$150.00
94	Y	564005000	FIRE HYDRANTS TO BE REMOVED	EACH	3	3			\$150.00	\$450.00
95	Y	565007000	DOMESTIC WATER SERVICE PIPE TO BE REMOVED	EACH	13	13			\$150.00	\$4,500.00
96	-	581012000	WATERPROOFING MEMBRANE SYSTEM	SQ YD	309	309			\$100.00	\$30,900.00
97	-	587002000	BRIDGE SEAT SEALER	SQ FT	59.0	59.0			\$40.00	\$12,360.00
98	-	590002000	EPoxy CRACK INJECTION	FOOT	117	117			\$3.00	\$355.00
99	Y	601085100	PIPE UNDERDRAINS, FABRIC LINED TRENCH 4"	FOOT	5,153	5,153			\$50.00	\$250,000.00
100	Y	602000300	CATCH BASINS, TYPE A, 4" DIAMETER, TYPE 3 FRAME AND GRATE	EACH	50	50			\$15.00	\$77,250.00
101	Y	602000500	CATCH BASINS, TYPE A, 4" DIAMETER, TYPE 8 GRATE	EACH	2	2			\$2,000.00	\$10,000.00
102	Y	602000505	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	2	2			\$2,000.00	\$4,000.00
103	Y	602070500	CATCH BASINS, TYPE S, TYPE 6 GRATE	EACH	5	5			\$2,000.00	\$4,000.00
104	Y	602104000	MANHOLES, TYPE A, 4" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	43	43			\$2,000.00	\$10,000.00
105	Y	602210000	MANHOLES, TYPE A, 5" DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	1			\$2,000.00	\$16,000.00
106	Y	602211000	MANHOLES, TYPE A, 5" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	3			\$2,500.00	\$25,000.00
107	-	602238000	MANHOLES, TYPE A, 6" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5	5			\$2,500.00	\$7,500.00
108	Y	602260000	MANHOLES, DROP TYPE, 4" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	2			\$4,500.00	\$22,500.00
109	Y	602267200	MANHOLES, DROP TYPE, 6" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	2			\$5,000.00	\$10,000.00
110	-	602520000	CATCH BASINS TO BE ADJUSTED	EACH	2	2			\$500.00	\$1,000.00

R-04-09

111	-	60255500 MANHOLES TO BE ADJUSTED	EACH	1	1				\$500.00	\$500.00
112	-	60300400 REMOVING MANHOLES	EACH	14	14				\$40.00	\$260.00
113	-	60300500 REMOVING CATCH BASINS	EACH	30	30				\$40.00	\$1200.00
114	-	60600000 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	6,210.5	6,211				\$40.00	\$248,400.00
115	Y	68400575 CHAIN LINK FENCE, 10' (SPECIAL)	FOOT	318.0		318			\$15.50	\$4,984.25
116	Y	68410200 CHAIN LINK FENCE (SPECIAL)	FOOT	98.0	98				\$70.00	\$2,260.00
117	Y	68411000 TEMPORARY FENCE	FOOT	2,720	2,720				\$70.00	\$185,000.00
118	-	68600105 FURNISHING AND ERECTING RIGHT-OF-WAY MARKERS	EACH	23	23				\$20.00	\$44,400.00
119	-	67000400 ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	18	18				\$125.00	\$2,875.00
120	-	67000500 ENGINEER'S FIELD LABORATORY	CAL MO	18	18				\$2,500.00	\$45,000.00
121	-	67100100 MOBILIZATION	L. SUM	1	1				\$1,500.00	\$22,500.00
122	Y	70101000 TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L. SUM	1	1				\$20.00	\$20.00
123	-	70400100 TEMPORARY CONCRETE BARRIER	FOOT	50	50				\$80,000.00	\$80,000.00
124	-	70400200 RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	50	50				\$10.00	\$500.00
125	-	78000100 THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ.FT.	156.0	156				\$20.00	\$1,000.00
126	-	78000200 THERMOPLASTIC PAVEMENT MARKING - LINE, 4"	FOOT	4,369	4,369				\$1.00	\$4,369.00
127	-	78000400 THERMOPLASTIC PAVEMENT MARKING - LINE, 6"	FOOT	276	276				\$1.00	\$276.00
128	-	78000500 THERMOPLASTIC PAVEMENT MARKING - LINE, 8"	FOOT	74	74				\$1.00	\$74.00
129	-	78000600 THERMOPLASTIC PAVEMENT MARKING - LINE, 12"	FOOT	76	76				\$1.00	\$76.00
130	-	78000550 THERMOPLASTIC PAVEMENT MARKING - LINE, 24"	FOOT	110	110				\$2.00	\$220.00
131	-	78003110 PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE, 4"	FOOT	236	236				\$4.00	\$944.00
132	-	78003140 PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE, 8"	FOOT	94	94				\$2.00	\$472.00
133	-	78003150 PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE, 12"	FOOT	36	36				\$2.00	\$168.00
134	-	78004100 PREFORMED PLASTIC PAVEMENT MARKING, TYPE C - LETTERS AND SYMBOLS	SQ.FT.	73	73				\$2.00	\$146.00
135	-	78004130 PREFORMED PLASTIC PAVEMENT MARKING, TYPE C - LINE, 6"	FOOT	183	183				\$1.50	\$225.50
136	-	78004180 PREFORMED PLASTIC PAVEMENT MARKING, TYPE C - LINE, 24"	FOOT	43	43				\$2.00	\$336.00
137	-	78100100 RAISED REFLECTIVE PAVEMENT MARKER	EACH	24	24				\$2.00	\$48.00
138	-	78100105 RAISED REFLECTIVE PAVEMENT MARKER (BRIDGE)	EACH	10	10				\$150.00	\$1,500.00

139	-	8100650 CONDUIT IN TRENCH, 2" DIA., GALVANIZED STEEL	FOOT	415		60	355	LS Below
140	-	8100720 CONDUIT IN TRENCH, 2 1/2" DIA., GALVANIZED STEEL	FOOT	37		37		LS Below
141	-	8100800 CONDUIT IN TRENCH, 3" DIA., GALVANIZED STEEL	FOOT	19		19		LS Below
142	-	8100900 CONDUIT IN TRENCH, 4" DIA., GALVANIZED STEEL	FOOT	250		250		LS Below
143	-	8101650 CONDUIT PUSHED, 2" DIA., GALVANIZED STEEL	FOOT	150		115	35	LS Below
144	-	8101660 CONDUIT PUSHED, 2 1/2" DIA., GALVANIZED STEEL	FOOT	40		40		LS Below
145	-	81400100 HANDBOLE	EACH	6		6		LS Below
146	-	81400200 HEAVY-DUTY HANDBOLE	EACH	3		3		LS Below
147	-	81400300 DOUBLE HANDBOLE	EACH	2		2		LS Below
148	-	81700115 ELECTRIC CABLE IN CONDUIT, 600V (EPR-TYPE) RHW 1/IC NO. 8	FOOT	1400		1600		LS Below
149	-	81700225 ELECTRIC CABLE IN CONDUIT, 600V (EPR-TYPE) RHW 2-1/IC NO. 6	FOOT	1400		1600		LS Below
150	-	81700335 ELECTRIC CABLE IN CONDUIT, 600V (EPR-TYPE) RHW 2-1/IC NO. 6	FOOT	55		55		LS Below
151	-	81700375 GROUND	FOOT	50		50		LS Below
152	-	8210250 LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 150 WATT	EACH	4		4		LS Below
153	-	8210350 LUMINAIRE, SODIUM VAPOR, VERTICAL MOUNT, 150 WATT	EACH	12		12		LS Below
154	-	82500510 LIGHTING CONTROLLER TYPE GBR050 80 AMP, 240 VOLT	EACH	1		1		LS Below
155	-	84200500 REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	1		1		LS Below
156	-	84200700 LIGHTING FOUNDATION REMOVAL	EACH	3		3		LS Below
157	-	84400105 RELOCATE EXISTING LIGHTING UNIT	EACH	2		2		LS Below
158	-	85700200 FULL ACTUATED CONTROLLER AND TYPE IV CABINET	EACH	1		1		LS Below
159	-	87201215 ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14-2C	FOOT	590		580		LS Below
160	-	87201225 ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14-3C	FOOT	1,420		1,120		LS Below
161	-	87201245 ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14-5C	FOOT	2,300		2,000		LS Below
162	-	87301255 ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14-7C	FOOT	650		650		LS Below
163	-	87301805 ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6-2C	FOOT	380		380		LS Below
164	-	87400200 CONCRETE FOUNDATION, TYPE D	FOOT	4		4		LS Below
165	-	87500300 CONCRETE FOUNDATION, TYPE E	EACH	2		2		LS Below
166	-	88030200 SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST ARM MOUNTED	EACH	7		7		LS Below

167	-	88630056 SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED	EACH	3		3	LS Below
168	-	88630060 SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED	EACH	1		1	LS Below
169	-	88630110 SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST ARM MOUNTED	EACH	1		1	LS Below
170	-	88102716 PEDESTRIAN SIGNAL HEAD, LED, 1-FACE, BRACKET MOUNTED	EACH	2		1	LS Below
171	-	88200100 TRAFFIC SIGNAL BACKPLATE	EACH	6		2	LS Below
172	-	88702000 LIGHT DETECTOR	EACH	3		6	LS Below
173	-	88703000 LIGHT DETECTOR AMPLIFIER	EACH	1		1	LS Below
174	-	88800100 PEDESTRIAN PUSH-BUTTON	EACH	2		1	LS Below
175	-	A208420 TREE, QUERCUS ALBA (WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	13		3	LS Below
176	-	A208516 TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	8		8	LS Below
177	-	A202001 TREE, Aesculus X CARNEA BRIOTII (BRIOTII HORSECHESTNUT), 2" CALIPER, BALLED AND BURLAPPED	EACH	5		1	LS Below
178	-	B2001158 TREE, CERCIS CANADENSIS (EASTERN REDBUD), 6' HEIGHT, CLUMP FORM, BALLED AND BURLAPPED	EACH	17		2	LS Below
179	-	B2001656 TREE, CRATAEGUS CRASSIFOLIA (THORNLESS COCKSPUR HAWTHORN), 6' HEIGHT, SHRUB FORM, BALLED AND BURLAPPED	EACH	6		13	LS Below
180	-	B2025016 TREE, MALUS SNOWFLIFT (SNOWFLIFT CRAB APPLE), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	9		6	LS Below
181	-	CE0001001 TREE, CLEISTHIS TRICANTHOS VAR. INERMIS (HALKA (HALKA THORNLESS HONEYSUCKLE)), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	9		8	LS Below
182	-	CE0001002 TREE, ACER FREMANNII CEZAN (CELEBRATION FREEMAN MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	8		6	LS Below
183	-	E2022001 VINE, PARTHENOCISSUS TRICUSPIDATA (BOSTON IVY), 1-GALLON POT	EACH	125		5	LS Below
184	Y	X0329001 HELICAL ANCHOR	EACH	5		5	LS Below
185	Y	X0321017 BRIDGE FENCE RAILING, PARAPET MOUNTED	FOOT	197		197	LS Below
186	Y	X032415 TEMPORARY EARTH RETENTION SYSTEM	EACH	1		1	LS Below
187	Y	X0322453 WEED CONTROL PRE-EMERGENT, SANDBAR, HERBICIDE	POUND	300		300	LS Below
188	Y	X0322558 PEDESTRIAN TRUSS SUPERSTRUCTURE	SQ FT	4,050		4,050	LS Below
189	Y	X0323440 REMOVE EXISTING WATER VALVE	EACH	4		4	LS Below
190	Y	X0323564 INSTALL WATER VALVES	EACH	6		6	LS Below
191	Y	X0323543 REINFORCED SOIL SLOPE SYSTEM (RSS)	CU YD	2,053		2,053	LS Below
192	Y	X0323565 FORM LINER MOCKUP	EACH	2		1	LS Below
193	Y	X0323572 SEDIMENT CONTROL, SILT FENCE	FOOT	1,405		1,405	LS Below
194	Y	X0323574 SEDIMENT CONTROL, SILT FENCE MAINTENANCE	FOOT	1,405		1,405	LS Below

195	Y	X0323981 TEMPORARY SOIL RETENTION SYSTEM	SQ FT	3,114	3314			\$0.00	\$165,700.00
196	Y	X0324451 INSTALL WATER SERVICE COMPLETE	EACH	1	13	13			
197	Y	X0330205 SANITARY MANHOLES TO BE ADJUSTED	EACH	7	7			\$300.00	\$2,100.00
198	Y	X0712406 TEMPORARY PAVEMENT	SQ YD	189	189			\$675.00	\$4,725.00
199	-	X2110100 TOPSOIL, FURNISH AND PLACE, SPECIAL	CU YD	1,353	1353			\$15.00	\$6,455.00
200	Y	X5051401 FURNISHING AND ERECTING STRUCTURAL STEEL BRIDGE, NO. 1	L SUM	1	1			\$4.00	\$5,620.00
201	Y	X5051402 FURNISHING AND ERECTING STRUCTURAL STEEL BRIDGE, NO. 2	L SUM	1	1			\$400,000.00	\$400,000.00
202	Y	X5801751 FIRE HYDRANT, COMPLETE	EACH	3	3			\$58,000.00	\$168,000.00
203	-	X8050115 SERVICE INSTALLATION, POLE MOUNT	EACH	1	1			\$3,500.00	\$11,000.00
204	-	X8730027 ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6 1C	FOOT	850			1		
205	-	X8730250 ELECTRIC CABLE IN CONDUIT, NO. 20 3C, TWISTED, SHIELDED	FOOT	850			850		
206	Y	X0000952 REMOVE EXISTING WATERMAIN	FOOT	1,220	1220				
207	Y	X0000541 EXPLORATORY EXCAVATION	CU YD	10	10			\$200.00	\$2,000.00
208	Y	X0000714 FENCE TO BE REMOVED AND RE-ERECTED	FOOT	40	40			\$15.00	\$150.00
209	Y	X0002012 RELOCATE SIGN, SPECIAL	EACH	1	1			\$20.00	\$20.00
210	Y	X0000912 VIDEO VEHICLE DETECTION SYSTEM	EACH	1	1			\$2,500.00	\$2,500.00
211	Y	X0004056 MECHANICALLY STABILIZED EARTH RETAINING WALL	SQ FT	38,208	38,208				
212	Y	X0004194 GATCH BARN, TYPE A, 4' DIAMETER, TYPE 3I FRAME AND GRATE	EACH	25	25			\$105.00	\$4,011,644.00
213	Y	X0004755 DUCTILE IRON WATER MAIN, 12" CLASS 52, WITH POLYETHYLENE ENCASING	FOOT	380	380			\$50,000.00	\$19,500.00
214	Y	X0004756 DUCTILE IRON WATER MAIN, 8" CLASS 52, WITH POLYETHYLENE ENCASING	FOOT	800	800			\$90.00	\$72,000.00
215	Y	X0005317 GRANULAR STRUCTURAL FILL	CU YD	1,655	1655			\$50.00	\$82,777.78
216	Y	X0005434 WATER SERVICE LINE, SPECIAL	FOOT	400	400			\$15.00	\$14,000.00
217	Y	X0005462 ADJUST FIRE HYDRANT WITH AUXILIARY VALVE	EACH	1	1			\$1,255.00	\$1,255.00
218	Y	X0005556 INLET FILTER CLEANING	EACH	168	168			\$20.00	\$3,360.00
219	Y	X2005117 FORM LINER LIMESTONE SURFACE	SQ FT	35,502	35,502	856		\$10.00	\$355,020.00
220	Y	X2011700 WATER MAIN FITTINGS	POUND	1,000	1000			\$5.00	\$5,000.00
221	Y	X2191200 BRIDGE DECK MICRO-SILICA CONCRETE OVERLAY 2 1/2"	SQ YD	589	589			\$100.00	\$56,900.00
222	Y	Z0001050 AGGREGATE SUBGRADE 12"	SQ YD	10,642	10,642			\$15.00	\$159,630.00
									\$0.00

223	Y	2001378 CONSTRUCTION LAYOUT	L SUM	1	1			\$50,000.00	\$50,000.00
224	Y	2001650 DRAINAGE/STRUCTURES TO BE CLEANED	EACH	10	10			\$300.00	\$3,000.00
225	Y	2001650 DUST CONTROL/WATERING	UNIT	100	100				10.00
226	Y	2002380 FENCE REMOVAL	FOOT	125	125			\$4.00	\$4,000.00
227		2004865 RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	1			\$10.00	\$125.00
228	Y	2007650 TRAINEES	HOURS/HSE	2,000	2,000			\$100,000.00	\$100,000.00
229		UTILITY WORK - AT AT	L SUM	1	1			\$0.00	\$0.00
230		UTILITY WORK - COMED	L SUM	1	1			\$165,000.00	\$165,000.00
231		UTILITY WORK - COMCAST	L SUM	1	1			\$65,000.00	\$65,000.00
232		UTILITY WORK - CITY OF WHEATON / CONTRACTOR	L SUM	1	1			\$125,000.00	\$125,000.00
233		PIPE CASING, CMP, 24" DIA.	FOOT	610	610			\$150,000.00	\$150,000.00
234		TRAFFIC CONTROL AND PROTECTION FOR BICYCLE PATH DETOUR	L SUM	1	1			\$50.00	\$50,000.00
235	Y	BICYCLE ROUTE DETOUR	L SUM	1	1			500	\$25,000.00
236		STORM SEWER RESTRICTOR PIPE	EACH	2	2			10000	\$10,000.00
237		REINFORCED CONCRETE PIPE ELBOW 10"	EACH	1	1			\$500.00	\$500.00
238		LUMINAIRE INSTALLATION TYPE 1	EACH	14	14			\$500.00	\$500.00
239	Y	LUMINAIRE INSTALLATION TYPE 2	EACH	6	6				10.00
240		MAST ARM INSTALLATION TYPE 1	EACH	1	1				10.00
241	Y	MAST ARM INSTALLATION TYPE 2	EACH	1	1				10.00
242	Y	MAST ARM INSTALLATION TYPE 3	EACH	1	1				10.00
243	Y	POLE INSTALLATION, SIGNAL TYPE 1	EACH	1	1				10.00
244	Y	POLE INSTALLATION, COMBINATION TYPE 1	EACH	1	1				10.00
245	Y	POLE INSTALLATION, COMBINATION TYPE 2	EACH	3	3				10.00
246	Y	POLE INSTALLATION, LIGHT TYPE 1	EACH	1	1				10.00
247	Y	POLE INSTALLATION, LIGHT TYPE 2	EACH	14	14				10.00
248	Y	CONDUT, BEHIND RETAINING WALL, 24", GALVANIZED STEEL	FOOT	24	24				10.00
249	Not an Item	STREET LIGHTING	L SUM	1	1			\$100,000.00	\$100,000.00
250	Not an Item	TRAFFIC SIGNAL WORK	L SUM	1	1			\$200,000.00	\$200,000.00

251	Not an Item	RAILROAD FLAGGERS	DAY	233	253			\$75.00	\$145,075.00
252	Not an Item	UPRR Temporary Easement	SQ FT	40,164	40,164			\$3.00	\$120,492.00
253	Not an Item	UPRR Permanent Easement	SQ FT	10,196	10,196			\$3.00	\$30,588.00
254	Not an Item	UPPR Air Space Easement	SQ FT	8,969	8,969			\$3.00	\$26,907.00
255	Not an Item	LAND ACQUISITIONS - RELOCATIONS	1 SUM	1	1			\$100,000.00	\$100,000.00
									Below

\$0.00
\$792,072.48
\$563,730.00

DuPage County Portion
Additional UPRR Wall

Notes:

SUB TOTAL OF CONSTRUCTION ITEMS

\$14,289,000

CONTINGENCY [5% OF SUB TOTAL]

\$715,000

MOBILIZATION [5% OF SUB TOTAL]

\$15,014,000

TOTAL CONSTRUCTION COST

\$15,755,000

Engineering Phase III Costs

Land Acquisition (Relocations)

\$100,000

UPRR Easements

\$254,440

Based on \$5/SQ FT for Temporary Easement and \$6/SQ FT for Permanent Easement

Grand Total

\$17,570,349

Not Fully Eligible for ICC Funding

ICC Eligible

\$16,174,297

Cost Eligible for ICC Funding

ICC Ineligible

\$1,316,652

DuPage County Portion of UPR Bridge, 50% of Decorative Lighting and Handrails, Traffic Signals

Grand Total

\$17,570,349

COST RESTRICTION (CONCEPTUAL)

ICC Portion

\$5,977,240

Programmed GCFP 12/10/04

ICCF Portion

\$3,727,538

Unprogrammed GCFP as of Dec 2005

Federal Portion

\$1,205,000

URRP Lump Sum

DOT Portion

\$1,081,447

80% - Engineering Phase III

City of Wheaton Portion

\$3,747,785

Unfunded Balance

DuPage Co. Portion

\$345,441

IP Bridge Superstructure Inc 4 New Aprt Spans, and South Abut Costs and P3 Eng

UPRR Portion

\$771,947

Removed of Existing Superstructure, Providing RR Flaggers, Temp and Perm. Easements

Utility Portion

\$0

Costs not shown include providing some Manholes, Vaults, etc.

Grand Total

\$17,570,349