

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

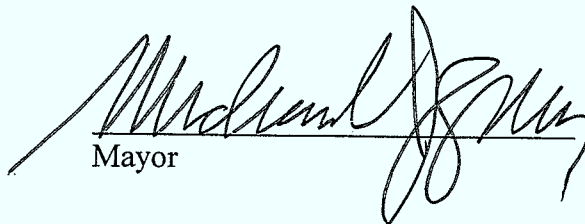
WHEREAS, the City requires additional right-of-way owned by the County in order to construct the project; and

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

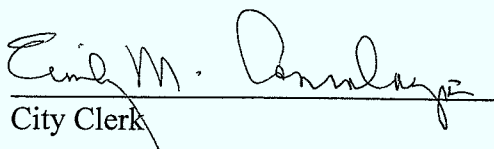
WHEREAS, it is necessary for the County and City to enter into an agreement to establish their respective responsibilities of the project.

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.


Mayor

ATTEST:


City Clerk

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

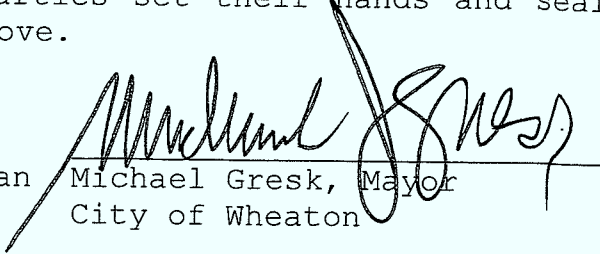
14.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in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

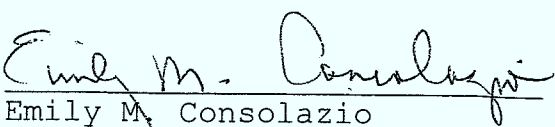


Michael Gresk, Mayor
City of Wheaton

ATTEST:

Gary A. King
County Clerk

ATTEST:



Emily M. Consolazio
City Clerk

EXHIBIT A

R-04-09

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139	-	81006500	CONDUIT IN TRENCH, 2" DIA., GALVANIZED STEEL	FOOT	415						60	355		LS Below	\$2.00
140	-	81007200	CONDUIT IN TRENCH, 2 1/2" DIA., GALVANIZED STEEL	FOOT	37							37		LS Below	\$2.00
141	-	81008000	CONDUIT IN TRENCH, 3" DIA., GALVANIZED STEEL	FOOT	19							19		LS Below	\$2.00
142	-	81011000	CONDUIT IN TRENCH, 4" DIA., GALVANIZED STEEL	FOOT	250							250		LS Below	\$2.00
143	-	81018500	CONDUIT PUSHED, 2" DIA., GALVANIZED STEEL	FOOT	150						115	35		LS Below	\$2.00
144	-	81018600	CONDUIT PUSHED, 2 1/2" DIA., GALVANIZED STEEL	FOOT	40							40		LS Below	\$2.00
145	-	81400100	HANDHOLE	EACH	6							6		LS Below	\$2.00
146	-	81402200	HEAVY-DUTY HANDHOLE	EACH	3							3		LS Below	\$2.00
147	-	81403300	DOUBLE HANDHOLE	EACH	2							2		LS Below	\$2.00
148	-	81700115	ELECTRIC CABLE IN CONDUIT, 600V (EPR-TYPE RHWO), 1/C NO. 8	FOOT	1,600						1,600			LS Below	\$2.00
149	-	81700225	ELECTRIC CABLE IN CONDUIT, 600V (EPR-TYPE RHWO), 2-1/C NO. 6	FOOT	1,600						1,600			LS Below	\$2.00
150	-	81700335	ELECTRIC CABLE IN CONDUIT, 600V (EPR-TYPE RHWO), 3-1/C NO. 6	FOOT	55						55			LS Below	\$2.00
151	-	81700375	ELECTRIC CABLE IN CONDUIT, 600V (EPR-TYPE RHWO), 3/C NO. 4 AND 1/C NO. 6 GROUND	FOOT	50						50			LS Below	\$2.00
152	-	82102250	LUMINAIRE, SODIUM VAPOR, HORIZONTAL, MOUNT, 250 WATT	EACH	4						4			LS Below	\$2.00
153	-	82103550	LUMINAIRE, SODIUM VAPOR, VERTICAL MOUNT, 150 WATT	EACH	12						12			LS Below	\$2.00
154	-	82300510	LIGHTING CONTROLLER TYPE CB-RCS 60 AMP, 240 VOLT	EACH	1						1			LS Below	\$2.00
155	-	84200500	REMOVAL OF EXISTING LIGHTING UNIT, SALVAGE	EACH	1						1			LS Below	\$1.99
156	-	84200700	LIGHTING FOUNDATION REMOVAL	EACH	3						3			LS Below	\$2.00
157	-	84400100	RELOCATE EXISTING LIGHTING UNIT	EACH	2						2			LS Below	\$2.00
158	-	85700200	FULL-ACTUATED CONTROLLER AND TYPE IV CABINET	EACH	1						1			LS Below	\$2.00
159	-	87301215	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C	FOOT	580						580			LS Below	\$2.00
160	-	87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	FOOT	1,420						1,420			LS Below	\$2.00
161	-	87301245	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	FOOT	2,300						2,300			LS Below	\$2.00
162	-	87301255	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	FOOT	650						650			LS Below	\$2.00
163	-	87301805	ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6, 2C	FOOT	390						390			LS Below	\$2.00
164	-	87800200	CONCRETE FOUNDATION, TYPE D	FOOT	4						4			LS Below	\$2.00
165	-	87800300	CONCRETE FOUNDATION, TYPE E 24-INCH DIAMETER	EACH	2						2			LS Below	\$2.00
166	-	88030020	SIGNAL HEAD LED, 1-FACE, 3-SECTION, MAST-ARM MOUNTED	EACH	7						7			LS Below	\$2.00

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195	Y	X0323985	TEMPORARY SOIL RETENTION SYSTEM	SQ FT	3314	3314					\$50.00	\$165,700.00
196	Y	X0324451	INSTALL WATER SERVICE COMPLETE	- EACH	13	13					\$300.00	\$3,900.00
197	Y	X0330200	SANITARY MANHOLES TO BE ADJUSTED	EACH	7	7					\$675.00	\$4,725.00
198	Y	X0712400	TEMPORARY PAVEMENT	SQ YD	189	189					\$35.00	\$6,615.00
199	-	X2110100	TOPSOIL FURNISH AND PLACE SPECIAL	CU YD	1,363	1363					\$4.00	\$5,452.00
200	Y	X5051401	FURNISHING AND ERECTING STRUCTURAL STEEL BRIDGE NO.1	L SUM	1		1				\$400,000.00	\$400,000.00
201	Y	X5051402	FURNISHING AND ERECTING STRUCTURAL STEEL BRIDGE NO.2	L SUM	1			1			\$58,000.00	\$58,000.00
202	Y	X5040175	FIRE HYDRANT COMPLETE	EACH	3	3					\$3,800.00	\$11,400.00
203	-	X0150015	SERVICE INSTALLATION POLE MOUNT	EACH	1							
204	-	X0730027	ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6 1C	FOOT	860	860						
205	-	X0730250	ELECTRIC CABLE IN CONDUIT, NO. 20 3/C, TWISTED, SHIELDED	FOOT	860	860						
206	Y	X0000052	REMOVE EXISTING WATERMAIN	FOOT	1,220	1220					\$20.00	\$24,400.00
207	Y	X0000541	EXPLORATORY EXCAVATION	CU YD	10	10					\$15.00	\$150.00
208	Y	X0000714	FENCE TO BE REMOVED AND RE-ERECTED	FOOT	401	401					\$20.00	\$8,020.00
209	Y	X0002012	RELOCATE SIGN SPECIAL	EACH	1	1					\$2,500.00	\$2,500.00
210	Y	X0003982	VIDEO VEHICLE DETECTION SYSTEM	EACH	1							
211	Y	X0040056	MECHANICALLY STABILIZED EARTH RETAINING WALL	SQ FT	38,208	38,208						
212	Y	X0041304	CATCH BASINS, TYPE A, 4-DIAMETER, TYPE 3/V FRAME AND GRATE	EACH	25	25					\$105.00	\$4,011,440.00
213	Y	X0004755	DUCTILE IRON WATER MAIN, 12" CLASS 52, WITH POLYETHYLENE ENCASEMENT	FOOT	380	380					\$2,000.00	\$50,000.00
214	Y	X0004756	DUCTILE IRON WATER MAIN, 8" CLASS 52, WITH POLYETHYLENE ENCASEMENT	FOOT	800	800					\$105.00	\$29,900.00
215	Y	X0005317	GRANULAR STRUCTURAL FILL	CU YD	1,658	1658					\$90.00	\$72,000.00
216	Y	X0005434	WATER SERVICE LINE, SPECIAL	FOOT	400	400					\$50.00	\$8,277.78
217	Y	X0005463	ADJUST FIRE HYDRANT WITH AUXILIARY VALVE	EACH	1	1					\$35.00	\$14,000.00
218	Y	X0005656	INLET FILTER CLEANING	EACH	188	188					\$1,255.00	\$1,255.00
219	Y	X0005817	FORM LINER LIMESTONE SURFACE	SQ FT	36,502						\$20.00	\$3,360.00
220	Y	X0011700	WATER MAIN FITTINGS	POUND	1,000	1000					\$10.00	\$385,000.00
221	Y	X2191200	BRIDGE DECK MICROSILICA CONCRETE OVERLAY 2 1/2"	SQ YD	569						\$5.00	\$5,000.00
222	Y	Z0001650	AGGREGATE SUBGRADE 12"	SQ YD	10,642	10642					\$15.00	\$159,630.00

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		Not as Item	RAILROAD FLAGGERS	DAY	253	253	\$775.00	\$186,076.00
251		Not as Item	UPRR Temporary Easement	SQ FT.	40.164	40.164	\$5.00	Below
252		Not as Item	UPRR Permanent Easement	SQ FT.	10.196	10.196	\$8.00	Below
253		Not as Item	UPRR All Space Easement	SQ FT.	8.869	8.869	\$8.00	Below
254		Not as Item	LAND ACQUISITIONS - RELOCATIONS	L SUM.	1	1	\$100,000.00	Below
255		Not as Item						

DuPage County Portion

Notes:

SUB TOTAL OF CONSTRUCTION ITEMS	\$14,259,000
CONTINGENCY [5% OF SUB TOTAL]	\$715,000
SUB TOTAL	\$15,014,000
MOBILIZATION [5% OF SUB TOTAL]	\$761,000
TOTAL CONSTRUCTION COST	\$15,765,000

Engineering Phase III Costs	\$1,351,809	
Land Acquisition (Relocations)	\$100,000	
UPPER Excessments	\$354,140	Based on \$595 FT for Temporary Easement and \$695 FT for Permanent Easement
Grand Total	\$1,755,949	Not Fully Eligible for ICC Funding

ICC Eligible	\$16,174,297	Cost Eligible for ICC Funding
ICC Ineligible	\$1,396,662	DuPage County Portion of IPE Bridge, 50% of Decorative Lighting and Handrails, Traffic Signals
Grand Total	\$17,570,949	

COST DISTRIBUTION (CONCEPTUAL)

ICC Portion	\$5,977,440	Programmed GCF# 12/16/04
ICS Portion	\$3,727,538	Unprogrammed GCF# as of Dec 2006
Federal Portion	\$1,269,000	BRFP Lump Sum
DOT Portion	\$1,081,447	80% * (Engineering Phase II)
City of Wheaton Portion	\$3,744,735	Unbonded Balance
DUPAGE Co. Portion	\$346,141	IPP Bridge Superstructure Inc's New Appt Spans and South Abut Costs and P3 Evg
UPRR Portion	\$0	Removal of Existing Superstructure, Providing RR Facilities, Tump and Perm. Easements
Utility Portion	\$0	Costs not shown include providing some Manholes, Joints, etc.
Grand Total	\$17,570,949	