



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois / 60196-1096
Telephone 847/705-4000

RT 1 (D) IL 64 at Swift Road

October 16, 2012

Mr. David A. Hulseberg
Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148


Dear Mr. Hulseberg:

Enclosed for your files, please find a completely executed Agreement for the improvement of traffic signal at the intersection of IL 64 (North Ave) at Swift Road.

If you have any questions regarding this matter, please contact Mr. Daryle Drew of my staff at 847-705-4424.

Very truly yours,

John Fortmann, P.E.
Acting Deputy Director of Highways,
Region One Engineer

By: 
Stephen M. Travia, P.E.
Bureau Chief of Traffic Operations

Enclosure

AGREEMENT

THIS AGREEMENT entered into this 20 day of September A.D., 2012, by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter called the STATE, and the Village of Lombard, County of DuPage, of the State of Illinois, hereinafter called the Village.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public as part of the hazard elimination and safety program is desirous of improving the existing signalized intersections on IL RTE 64 (North Av) at Swift Rd., west ramps and at east ramps by modernizing the traffic signals, installation of Emergency Vehicle Preemption equipment (EVP) (to be known as STATE Section 2012-029-TS State Job No. C-91-444-12 Contract No. 60T80), and by performing all work necessary to complete the improvement in accordance with the plans and specifications; and,

WHEREAS, the Village is desirous of said improvement in that same will be of immediate benefit to the Village, and permanent in nature; and,

WHEREAS, the intersections of IL RTE 64 (North Av) at west ramps and at east ramps lies within the corporate limits of the Village.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract. The STATE also agrees to pay all construction and engineering costs subject to reimbursement by the Village as hereinafter stipulated.
2. The Village agrees to approve the plans and specifications by letter or resolution prior to the STATE advertising for the work to be performed hereunder.
3. It is mutually agreed that the proportional participation for the construction costs and engineering costs of this improvement shall be as follows:

	<u>FEDERAL FUNDS</u>	<u>STATE FUNDS</u>	<u>COUNTY FUNDS</u>	<u>VILLAGE FUNDS</u>
Traffic Signals IL Rte 64 (North Av):				
At Swift Rd.	90%	5%	5%	0%
Engineering (15%)	90%	5%	5%	0%
At I-355 west ramps	90%	10%	0%	0%
Engineering (15%)	90%	10%	0%	0%
At I-355 east ramps	90%	10%	0%	0%
Engineering (15%)	90%	10%	0%	0%

Installation of Emergency Vehicle Preemption Equipments (west and east ramps) Engineering (15%)	0%	0%	0%	100%
Interconnect	90%	10%	0%	0%

4. It is mutually agreed that the estimated construction costs and engineering costs of this improvement are divided as follows:

<u>INTERSECTION</u>	<u>FEDERAL FUNDS</u>	<u>STATE FUNDS</u>	<u>COUNTY FUNDS</u>	<u>VILLAGE FUNDS</u>	<u>TOTAL</u>
Traffic Signals at IL RTE 64 @:					
Swift Road	\$292,500.00	\$16,250.00	\$16,250.00	\$0	\$325,000.00
Engineering (15%)	\$43,875.00	\$2,437.50	\$2,437.50	\$0	\$48,750.00
West Ramps	\$292,500.00	\$26,500.00	\$0	\$0	\$265,000.00
Engineering (15%)	\$35,775.00	\$3,975.00	\$0	\$0	\$39,750.00
East Ramps	\$256,500.00	\$28,500.00	\$0	\$0	\$285,000.00
Engineering (15%)	\$38,475.00	\$4,275.00	\$0	\$0	\$42,750.00
Emergency Vehicle Preemption Equipment Installations (West and East Ramps)	\$0	\$0	\$0	\$13,800.00	\$13,800.00
Engineering (15%)	\$0	\$0	\$0	\$2,070.00	\$2,070.00
Interconnect	\$58,500.00	\$6,500.00	\$0	\$0	\$65,000.00
Engineering (15%)	\$8,775.00	\$975.00	\$0	\$0	\$9,750.00
TOTAL	\$1,026,900.00	\$108,100.00	\$18,687.50	\$15,870.00	\$1,096,870.00

5. It is mutually agreed that the Village will reimburse the STATE in an amount equal to the Village's share of the actual cost as determined in accordance with Item #4 above. It is mutually agreed that upon award of the contract for this improvement, the Village will pay to the Department of Transportation of the State of Illinois, in a lump sum from any funds allotted to the Village. An amount equal to 95% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of its obligation (including a non-participating costs for FA projects) in a lump sum, upon completion of the project based final costs.

6. The Village has passed a resolution appropriating sufficient funds pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

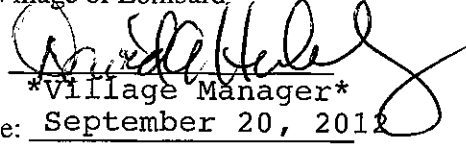
7. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for maintenance and electrical energy shall be as follows:

	<u>Maintenance</u>	<u>Electrical Energy</u>
Traffic Signals at:		
IL RTE 64 @ Swift Rd	100% STATE	100% STATE
IL RTE 64 @ I-355 west ramps	100% STATE	100% STATE
IL RTE 64 @ I-355 east ramps	100% STATE	100% STATE

And shall remain as outlined in the Master Agreement executed between the Village of Lombard and the STATE on July 01, 2011.

8. The Department of Transportation will maintain the signalized intersections above through its electrical maintenance contractor. The financial responsibility for the "EMERGENCY VEHICLE PRE-EMPTION" equipment at the signalized intersection above shall be borne by the Village.
9. If, in the future, the Department of Transportation adopts a roadway or traffic signal improvement including any of the aforementioned intersections requiring modification or reconstruction to the said traffic signal(s), then the Village hereby agrees to be financially responsible for all costs pertaining to the EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT in conjunction with the Department's proposed improvement.
10. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
11. The STATE will be responsible for maintenance of lane line and median line markings. The Village will be responsible for maintenance of crosswalk and stop line markings under their jurisdiction.
12. The Village agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
13. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

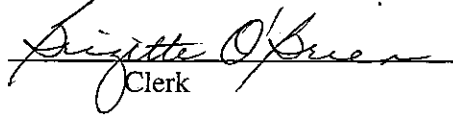
Village of Lombard

By: 
Village Manager

Date: September 20, 2012

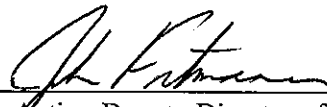
*Pursuant to the Authority Granted By the
Village Board at the September 6, 2012
Village Board Meeting

ATTEST:


Clerk

Seal

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

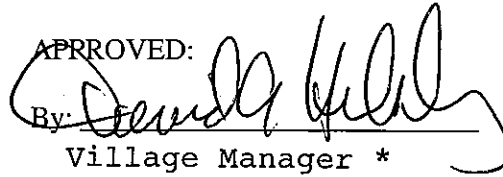
By: 
Title: Acting Deputy Director of Highways
Region One Engineer

Date: OCTOBER 12, 2012

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersections of IL RTE 64 (North Av) at I-355 West and East ramps in the Village of Lombard, hereby approves the plans and specifications for the proposed traffic signal modernization at the said intersections.

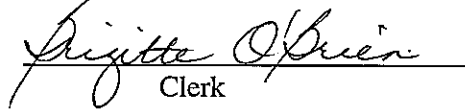
APPROVED:

By: 
Village Manager *

Date: September 20, 2012

* Pursuant to the Authority Granted by the Village Board at the September 6, 2012 Village Board Meeting

ATTEST:


Clerk

SEAL