

FAP 365 / FAU 3545 IL 56
IL 56 from IL 59 to York Rd
State Section: 2020-265-SUR,SW&TS
County: DuPage
Job No. : D-91-078-21
Contract No.:62N32
Agreement No.: JN-123-024

ADDENDUM AGREEMENT

This Addendum Agreement entered into this _____ day of _____,
2024 A.D., by and between the STATE OF ILLINOIS, acting by and through its
DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the
VILLAGE OF LOMBARD of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE and the VILLAGE entered into an Agreement executed on
6/23/2023 for the improvement of FAP Route 365 FAU Route 3545, Illinois 56 from
Illinois 59 to York Rd, identified as STATE Job No.: D-91-078-21, Contract Number
62N32, STATE Section No. 2020-265-SUR,SW&TS, which includes the
implementation of Intelligent Transportation Systems (ITS) to improve all modes of
transportation along the IL 56 corridor. This includes traffic signal modernization,
signal timing, changeable message signs. New signing, traffic surveillance, ADA
improvements and all other work necessary to complete the improvement in
accordance with the approved plans and specifications; and

WHEREAS, since the execution of the aforementioned Agreement, it was found to be that there are three private benefit signals that were missed; IL 56 at Fairfield Ave, Maxant/Tech and Fountain Sq. The updated percentage costs and cost splits for the traffic signals are reflected in the updated Exhibit A. It was also found to be that one intersection (IL 56 @ Highland Ave) was omitted from the financial responsibility for maintenance and energy charges for which the VILLAGE is partially responsible for; and

NOW, THEREFORE, BE IT AGREED that the aforementioned Agreement is revised as follows:

1. Page 2, Item 3, of the Agreement shall be revised to read as follows as if fully incorporated therein by reference:
 3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on the Revised Exhibit A, dated 11/6/2023 attached hereto and made a part hereof.
2. Page 5, Item 16, of the Agreement shall be revised to read as follows as if fully incorporated therein by reference:
 16. Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 56 at Highland Ave		
STATE Share	100%	75%
VILLAGE Share	0%	25%

3. Page 10, Exhibit B Funding Resolution, shall be revised to read as follows as if fully incorporated therein by reference:

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Six Hundred Forty Six Thousand Seven Hundred Thirty Four Dollars (\$646,734.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

4. All other terms and conditions of the original Agreement not in conflict with this ADDENDUM shall remain unchanged and in full force and effect.

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SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the VILLAGE 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.

This ADDENDUM 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.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF LOMBARD

By: [Signature]
(Signature)

Attest:

[Signature]
Clerk

(SEAL)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____