

Local Agency Village of Lombard	 Illinois Department of Transportation Local Agency Agreement for State Participation	Job Number - Construction C-91-155-14
Section 11-00155-00-CH		Job Number - Engineering/ROW R-91-007-14

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name 1) Columbine Avenue, 2) Madison Street Route P870, U1426 Length 0.27 Mi, 0.2 Mi

Termini 1) Charles Lane to Harding Road, 2) Columbine Avenue to Finley Road

Current Jurisdiction LPA

Project Description

Traffic Signal improvements to the intersection of Columbine Avenue (Illinois Route 53) and Madison Street to include widening and resurfacing.

Division of Cost

Type of Work	STATE	LA	Total
Participating Construction			0
Non-Participating Construction			0
Preliminary Engineering			0
Construction Engineering			0
Right-of-Way	98,000	2,000	100,000
			0
			0
TOTAL	\$98,000	\$ 0	\$100,000

Note: Refer to executed Letter of Intent between IDOT and Village of Lombard dated 12/9/14, signed by the Village on 8/10/15.

Payment Method (check one):

- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
9. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
11. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency Village of Lombard	Section 11-00155-00-CH
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Exhibit A - Location Map Add. 1 LOI

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

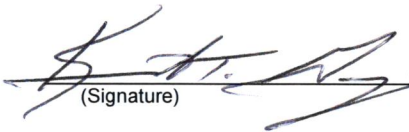
Local Agency

Village of Lombard

Name of Official (Print or Type Name)

Keith Giagnorio, Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

 12-3-15
(Signature) Date

The above signature certifies the agency's TIN number is _____
conducting business as a Governmental Entity.

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation



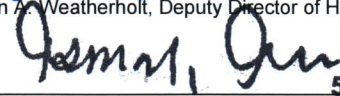
Randall S. Blankenhorn, Secretary of Transportation

Date

By: 

Aaron A. Weatherholt, Deputy Director of Highways

5/17/16
Date



Omer Osman, Director of Highways/Chief Engineer

5/12/16
Date

N/A

William M. Barnes, Chief Counsel

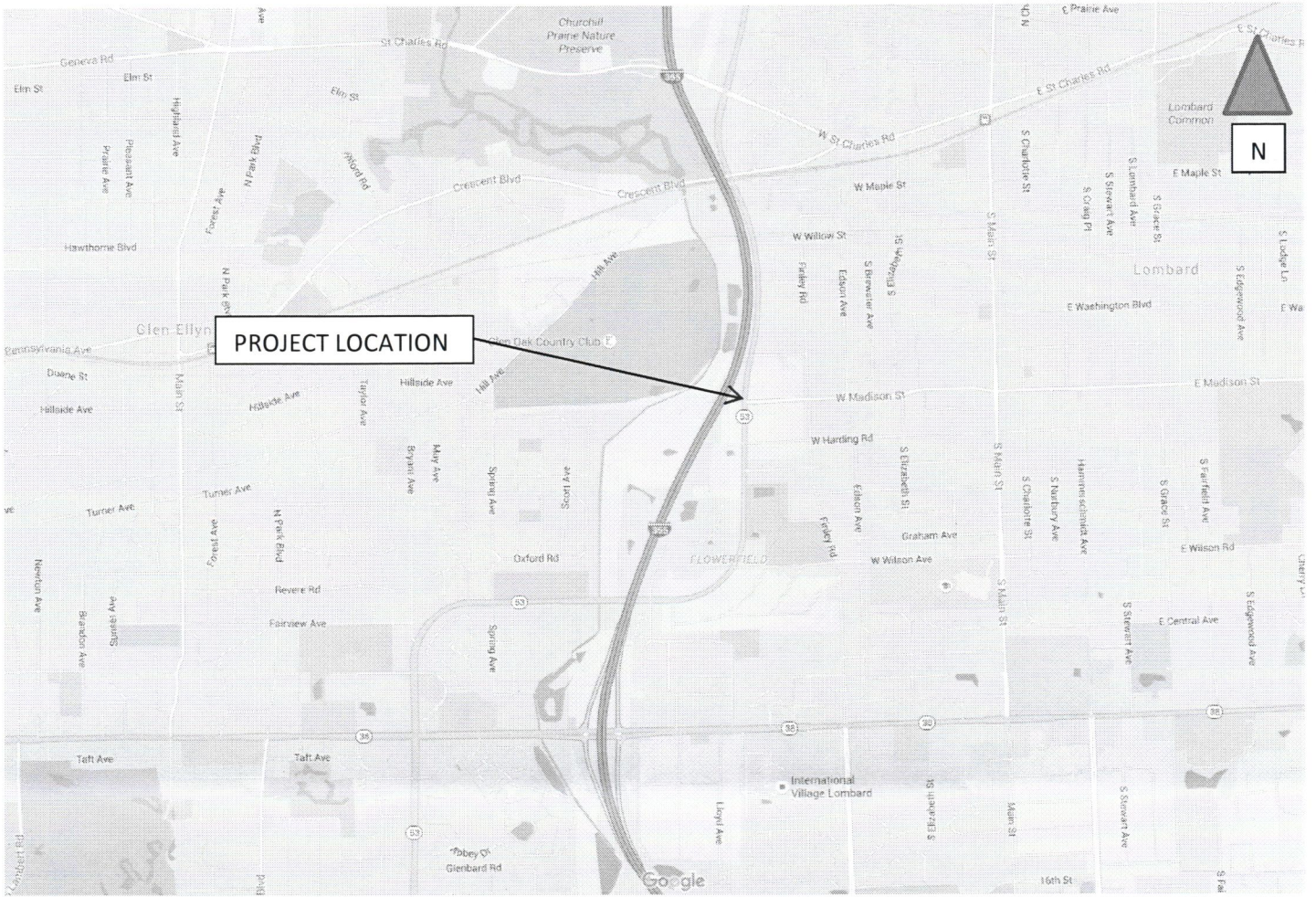
Date

N/A

Jeff Heck, Chief Fiscal Officer (CPO)

Date

Local Agency Village of Lombard	Section 11-00155-00-CH
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LOCATION MAP

Village of Lombard

Illinois Route 53

At Madison Street

Section Number 11-00155-00-CH



Illinois Department of Transportation

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

December 9, 2014

Mr. Carl S. Goldsmith
 Director of Public Works
 Village of Lombard
 255 E. Wilson Avenue
 Lombard, IL 60148-3926

Dear Mr. Goldsmith:

The Illinois Department of Transportation (Department) has received your letter requesting State financial participation in the proposed construction improvements at the intersection of Illinois Route 53 and Madison Street. Our Department has reviewed your request and offers the following information.

The Village of Lombard's (Village) consultant is currently engaged in the preparation of Contract Plans, Specifications and Estimates through our Bureau of Local Roads. The Village is currently targeting a contract letting in March of 2015. Our Department will consider State financial participation in the payable land acquisition, construction, and construction engineering items for the intersection of Illinois Route 53 and Madison Street should the Village receive the requested STP funds through the DuPage Mayors and Managers Conference. The State financial participation will be limited to the Non-Federal portion of the payable land acquisition, construction, and construction engineering items based on the State-owned legs of the intersection as illustrated in the following table:

Work Type	Federal		State		Lombard		Total	
	\$	%	\$	%	\$	%	\$	%
Land Acquisition	\$ -	0%	\$ 98,000	98%	\$ 2,000	2%	\$ 100,000	100%
Participating Construction Except Signal Pre-emption, Roadway Lighting, and Sidewalk	\$1,440,028	70%	\$ 411,437	20%	\$ 205,718	10%	\$ 2,057,183	100%
Non-participating Local Construction Except Signal Pre-emption, Roadway Lighting, and Sidewalk	\$ -	0%	\$ -	0%	\$ 196,335	100%	\$ 196,335	100%
Traffic Signal Emergency Pre-emption	\$ 6,012	70%	\$ -	0%	\$ 2,576	30%	\$ 8,588	100%
Participating Roadway Lighting	\$ 180,950	70%	\$ -	0%	\$ 77,550	30%	\$ 258,500	100%
Non-participating Roadway Lighting	\$ -	0%	\$ -	0%	\$ 40,500	100%	\$ 40,500	100%
Participating Sidewalk	\$ 23,471	70%	\$ -	0%	\$ 10,059	30%	\$ 33,530	100%
Non-participating Sidewalk	\$ -	0%	\$ -	0%	\$ 22,011	100%	\$ 22,011	100%
Sub-total Construction	\$1,650,461	63%	\$ 411,437	16%	\$ 54,750	21%	\$2,616,647	100%
Construction Engineering	\$ -	0%	\$ 120,400	43%	\$ 159,600	57%	\$ 280,000	100%
Total	\$ 1,650,461		\$ 629,837		\$ 716,350		\$2,996,647	

1,469,511

598,299

2,677,647

me

Mr. Carl S. Goldsmith
December 9, 2014
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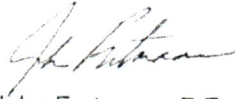
The Department's anticipated financial participation for the intersection of Illinois Route 53 and Madison Street is \$98,000 for Land Acquisition associated with the IL Route 53 parcels and \$411,437 for payable construction along IL Route 53. Based on the proportion of payable construction items, the Department will participate in the amount of \$120,400 for construction engineering. Our Department will make every effort to program this financial participation to coincide with the Village's project schedule and the timeframe associated with the programming of the requested federal funds. The Department's maximum financial participation in land acquisition, construction, and construction engineering shall not exceed \$629,837. Any increase in this State financial participation must be requested and approved in writing prior to any expenditure.

Maintenance and energy costs for the new traffic signal installation and new roadway lighting installation shall be in accordance with Exhibit "A" (attached).

If you are in general agreement with these terms, please indicate your concurrence to this proposal by signing on the appropriate line below and returning the original to our office. The executed Letter of Intent will serve as a basis for the preparation of the necessary future formal intergovernmental agreement.

If you have any questions or need additional information, please contact me or Terry Heffron, Area Programmer, at (847) 705-4078.

Very truly yours,



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

Concur AS REVISED DPL

Do Not Concur _____

Signature Daniel Blum

Title ASST. DIRECTOR OF PUBLIC WORKS

Date 8-10-15



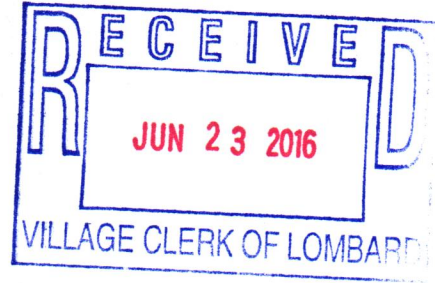
Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 20, 2016

Ms. Sharon Kuderna
Village Clerk
255 East Wilson Avenue
Lombard, Illinois 60148

Subject: Village: Lombard
Section: 11-00155-00-CH
Project: State
Job: R-91-007-14
Joint Agreement



Dear Ms. Kuderna:

The department executed the subject agreement on May 17, 2016. A copy is enclosed.

Sincerely,

Salmon O. Danmole, P.E.
Acting Engineer of Local Roads and Streets

A handwritten signature in black ink that reads 'Gregory S. Lupton'.

By: Gregory S. Lupton, P.E.
Acting Local Project Implementation Engineer

Enclosure

cc: Carl Goldsmith, Public Works Director
John Fortmann Attn: Christopher Holt - District 1
Roger Driskell Attn: Programming
Roxy Heck, Attn: Project Control