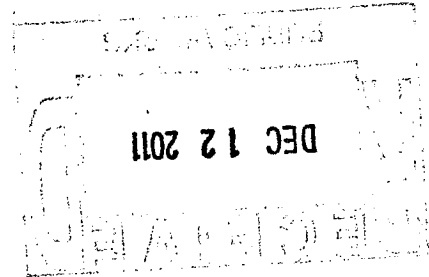


Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 6, 2011

Brigitte O'Brien
Village Clerk
255 East Wilson Avenue
Lombard, IL 60148



Subject: Village of Lombard
Section 06-00151-00-BR
Project M-9003(548)
Job No. C-91-289-10

Dear Ms. O'Brien:

The attached joint agreement for the subject section was executed by the department on December 5, 2011.

Sincerely,

A handwritten signature in cursive script that reads 'Darrell Lewis'.

Darrell W. Lewis, P. E.
Acting Engineer of Local Roads and Streets

Attachment

cc: Dave Dratnol, Municipal Engineer
Diane O'Keefe Attn: Christopher Holt
Joanne Woodworth Attn: Project Control
Jeff South
Mike Renner, Acting Attn: Michael Brachear



Illinois Department of Transportation
Local Agency Agreement for Federal Participation

Local Agency Village of Lombard	State Contract X	Day Labor	Local Contract	RR Force Account
Section 06-00151-00-BR	Fund Type STU/GCPF	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C 91-289-10	M-9003(548)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "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 described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Great Western Trail Route Off System Length 0.44 Miles
 Termini Approx. 500' west of Grace Street to approx. 850' east of St. Charles Road
 Current Jurisdiction LA Existing Structure No N/A

Project Description

The project consists of the construction of three pedestrian bridges (Grace Street, Union Pacific Railroad, and St. Charles Road) along with associated retaining walls, embankment, and HMA path to improve connectivity of the Great Western Trail within the project limits. Also included in the work is lighting, landscaping, erosion control and all other incidental and collateral work necessary to complete the project.

Division of Cost

Type of Work	STU	%	GCPF	%	LA	%	Total
Participating Construction	4,400,000	(*)	936,777	(**)	515,395	(BAL)	5,852,172
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	569,490	(**)	492,232	(BAL)	1,061,722
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	9,000	(**)	65,500	(BAL)	74,500
Utilities	()	()	379,800	(**)	42,200	(BAL)	422,000
Materials	()	()	()	()	()	()	()
TOTAL	\$ 4,400,000		\$ 1,895,067		\$ 1,115,327		\$ 7,410,394

*Maximum FHWA(STU) Participation 75% not to exceed \$4,400,000

**Maximum State(GCPF) Participation not to exceed \$1,895,067

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and 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 for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) 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).
- (24) Upon completion of this phase of the improvement, the LA will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) 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.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 ICC Order T11-0019

(Insert addendum numbers and titles as applicable)

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

William J. Mueller

Name of Official (Print or Type Name)

Village President

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

(Signature) Date

The above signature certifies the agency's TIN number is 36-6005975 conducting business as a Governmental Entity.

DUNS Number 160992199

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

Ann L. Schneider 12/5/10 Date

By:

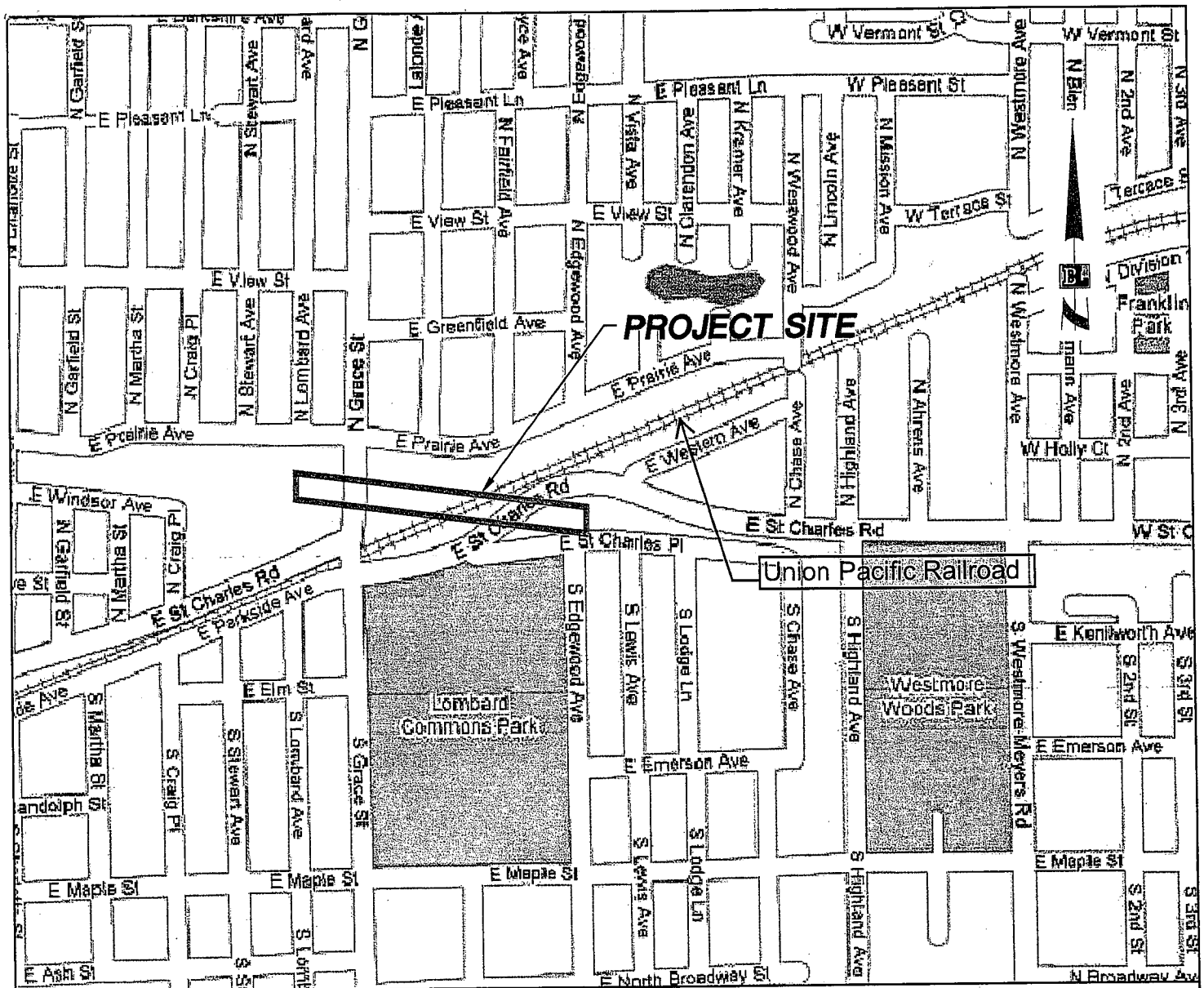
(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways 12/2/11 Date

Ellen J. Schanzle-Haskins, Chief Counsel 11-9-11 Date

Matthew R. Hughes, Director of Finance and Administration 12/1/11 Date



CONSULTING
ENGINEERS
& LAND
SURVEYORS



**Bollinger, Lach
& Associates, Inc.**

333 Pierce Road, Suite 200
Itasca, IL 60143
TEL: (630) 438-6400
FAX: (630) 438-6444
EMAIL: BLA1010@BOLLINGERLACH.COM

TITLE: LOCATION MAP

PROJECT NUMBER: 756-002

SITE: GREAT WESTERN TRAIL

CLIENT: VILLAGE OF LOMBARD

EXHIBIT 1

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Village of Lombard,
Petitioner,

T11-0019

v.

State of Illinois, Department of Transportation,
Division of Highways, and Union Pacific Railroad
Company, a Delaware Corporation,
Respondents.

Petition for an order of the Illinois Commerce
Commission authorizing the construction of a
pedestrian overpass crossing the Respondent Union
Pacific Railroad Company's rail corridor at railroad
mile post 19.13, Village of Lombard, Du Page County,
Illinois, and authorizing the expenditure of Grade
Crossing Protection Funds to pay a portion of the
costs thereof.

ORDER

By the Commission:

On February 7, 2011, the Village of Lombard (Village or Petitioner) filed the above-captioned verified petition with the Illinois Commerce Commission (Commission) naming as Respondents the Union Pacific Railroad Company (UP or Company) and the Illinois Department of Transportation (Department or IDOT), seeking authority to construct a pedestrian bridge to carry the Great Western Trail over the UP's three mainline tracks at railroad milepost 19.13 on the Geneva Subdivision (the Great Western Trail Pedestrian Overpass).

Pursuant to notice as required by law and the rules and regulations of the Commission, a hearing on the Petition was held on April 21, 2011 before a duly authorized Administrative Law Judge of the Commission by audio-visual conference at the Commission's offices in Springfield and Chicago, Illinois. Petitioner and Respondent UP were represented by counsel. Brian Vercruysse of the Commission's Rail Safety Section appeared on behalf of Staff. IDOT did not appear but filed a statement after the hearing that it had no objection to an "Agreed Order" previously filed with the Commission which would grant approval to the project. At the conclusion of the Hearing, the record was marked "Heard and Taken."

PETITIONER'S EVIDENCE

Petitioner proposes to improve the Great Western Trail connection near the St. Charles Road/Grace Street Intersection with the UP's tracks in the Village of Lombard. The project includes the construction of three pedestrian bridges to improve access and flow for pedestrians and cyclists using the regional trail system. From the west, the Great Western Trail will be carried over Grace Street then curve to the south and east to span the UP tracks and St. Charles Road. The Village is requesting Commission approval for the construction of the Great Western Trail Pedestrian Overpass in accordance with the design plans included in the February 7, 2011, Petition.

Upon completion of the Great Western Trail Pedestrian Overpass, access will be improved for the overall regional trail system, as well as providing improved connections to the fifty acre Lombard Common Park (with swimming pool, community center, and sports fields), located in the southeast corner of St. Charles Road and Grace Street. Further, path users will avoid the complicated St. Charles Road and Grace Street highway-rail at grade crossings of the UP's tracks, which places them in potential conflict with train and vehicular traffic.

In the vicinity of the Great Western Trail Pedestrian Overpass, UP currently operates 60 freight trains per day, as well as 52 commuter trains per day under a service agreement with the Northeast Illinois Regional Commuter Railroad Corporation (Metra). The maximum operating speed is 70 mph. Combined, Grace Street and St. Charles Road have an average daily traffic of over 12,000. It is estimated that around person per day will utilize the Great Western Trail Pedestrian Overpass.

The estimated cost for the three (3) bridges which make up the entire project is \$6,987,036, which includes engineering, land acquisition, railroad force account, utility relocation, and construction costs. The Village estimates the construction costs for the Great Western Trail Pedestrian Overpass to be \$3,303,945, and believes those costs are eligible for reimbursement from the Grade Crossing Protection Fund (GCPF). The Village is requesting that the GCPF be utilized to pay an amount not to exceed 60% (\$1,982,367) of the actual construction costs, including railroad force account work, utility relocation, easements, and construction engineering. The remaining project costs will be the responsibility of the Village, utilizing various local and federal sources.

The construction plans for the Great Western Trail Pedestrian Overpass are 95% complete, and have been approved by UP. The current target for construction letting is August 2011, and the Village requests that the Commission approve a completion date of December 31, 2012, for the Great Western Trail Pedestrian Overpass.

Prior to construction, UP and Village intend to enter into UP's standard construction and maintenance agreement for the Great Western Trail Pedestrian Overpass, which shall provide for the permanent license, temporary construction license, final engineering plan approval, and contractor right of entry agreement requirements for the project.

Upon completion of the project, the Village will be responsible for maintenance of the pedestrian overpass and the costs thereof.

RESPONDENT UNION PACIFIC RAILROAD COMPANY'S POSITION

The UP concurs with the Petition and supports the project.

RESPONDENT DEPARTMENT'S POSITION

The Department has no objection to the Petition, and supports the project.

STAFF'S POSITION

Staff supports the project and recommends that assistance from the GCPF be authorized to reimburse the parties in an amount not to exceed 60% (\$1,982,367) of eligible construction costs associated with the Great Western Trail Pedestrian Overpass.

The Commission, having reviewed the entire record, finds that:

- (1) The Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (2) The Village of Lombard is a municipality within the State of Illinois;
- (3) The Union Pacific Railroad Company is a rail carrier engaged in the transportation of either or both property and passengers for hire in the State of Illinois, as defined by the Illinois Commercial Transportation Law (Law), 625 ILCS 5/18c-1104(30);
- (4) The Illinois Department of Transportation, is a Department of the State of Illinois which exists by virtue of the laws of the State of Illinois;
- (5) The recitals of fact and conclusions of law contained in the prefatory portion of this order are supported by the record and are hereby adopted as findings of fact and conclusions of law;
- (6) It is in the interest of public safety and convenience that Village of Lombard should construct a pedestrian bridge, consistent with the design plans included with the Petition, to carry the Great Western Trail over the tracks of the Union Pacific Railroad Company, to be located at railroad milepost 19.13 (east of Grace Street) in the Village of Lombard, DuPage County, Illinois;
- (7) The construction cost of the Great Western Trail Pedestrian Overpass is estimated at approximately \$3,303,945. It is fair and reasonable that the

Secretary of the Illinois Department of Transportation, through the GCPF of the Motor Fuel Tax Law, should be directed to pay an amount not to exceed the lesser of 60% of the actual construction costs or \$1,982,367 to reimburse the Village of Lombard for eligible project costs. The Village of Lombard should be responsible for the remainder of the costs. The division of costs associated with the use of the GCPF is provided in the following table:

ESTIMATED GCPF COST DIVISION TABLE

	Total Est. Cost	GCPF (60%)
Bridge over UP Construction	\$2,704,862	\$1,622,917
RR Force Account (Excludes Flagging)	\$15,000	\$9,000
Com Ed Relocation	\$120,000	\$72,000
Easement Compensation to UPRR	\$80,000	\$48,000
RR Flagging	\$59,500	\$35,700
Phase III Engineering	\$324,583	\$194,750
Total	\$3,303,945	\$1,982,367

- (8) It is fair and reasonable that the entire cost of future maintenance of the pedestrian overpass shall be the responsibility of the Village;
- (9) Prior to the commencement of construction, UP and Village should enter into UP's standard construction and maintenance agreement for the pedestrian overpass, which shall provide for the permanent license, temporary construction license, final engineering plan approval, and contractor right of entry agreement requirements for the project.
- (10) All work should be completed by December 31, 2012;
- (11) Chapter 625 ILCS 5/18c-1701 and 625 ILCS 5/18c-1704 of the Law require each "person" as defined by 625 ILCS 5/18c-1104 to comply with every regulation or order of the Commission; these sections further provide that any person who fails to comply with a Commission regulation or order shall forfeit to the State not more than \$1,000 for each such failure, with each day's continuance of the violation being considered a separate offense; while the Commission expects all parties to comply with this Order in all matters addressed herein and in a timely manner, the Commission advises that any failure to comply may result in the assessment of such sanctions;
- (12) Any person making a Request for an Extension of Time up to 30 days to complete a project ordered by the Commission must file a request with the

Director of Processing and Information no later than 14 days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request;

- (13) Any person making a Request for an Extension of Time that exceeds 30 days must file a Petition for Supplemental Order with the Director of Processing and Information no later than 21 days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders;
- (14) Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension of Time or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe;
- (15) The Commission or its Administrative Law Judge reserves the right to deny Petitions for Supplemental Orders and Requests for Extension of Time, if the reason(s) supporting the request is (are) insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Commission or Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission, that the Village of Lombard is authorized to construct, in accordance with the plans included with its Petition, a bridge to carry the Great Western Trail over the tracks of the Union Pacific Railroad Company in the Village of Lombard, DuPage County. The Great Western Trail Overpass over the UP tracks shall be completed in accordance with Findings one (1) through fourteen (15).

IT IS FURTHER ORDERED that the Secretary of the Illinois Department of Transportation through the Grade Crossing Protection Fund of the Motor Fuel Tax Law is directed to pay an amount not to exceed \$1,982,367 to reimburse the Village of Lombard for eligible construction costs for the Great Western Trail Overpass over the UP tracks.

IT IS FURTHER ORDERED that prior to the commencement of construction, UP and Village should enter into UP's standard construction and maintenance agreement for the Great Western Trail Pedestrian Overpass, which shall provide for the permanent license, temporary construction license, final engineering plan approval, and contractor right of entry agreement requirements for the project.

IT IS FURTHER ORDERED that all work shall be completed by December 31, 2012.

IT IS FURTHER ORDERED that all bills for work authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Department's District 1 Office, located at 201 W. Center Court, Schaumburg, IL 60196. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The final bill for expenditures from each party shall be clearly marked "Final Bill". The Department shall not obligate any assistance from the Grade Crossing Protection Fund for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the Grade Crossing Protection Fund should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

IT IS FURTHER ORDERED that the Village of Lombard, shall at six (6) month intervals from the date of this Order until the Project has been completed, submit written reports to the Director of Processing, Transportation Division of the Commission stating the progress it has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the Project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and project manager information (name, title, mailing address, telephone number, and facsimile number) of the employee responsible for management of the project.

IT IS FURTHER ORDERED that the Village of Lombard shall file written notice with the Director of Processing of the date this Project is completed. This notice shall be filed within five days after the completion date.

IT IS FURTHER ORDERED that the Village of Lombard in coordination with the Union Pacific Railroad shall file with the Transportation Bureau's Director of Processing and Information within five (5) days after the completion of the work required under this order, a United States Department of Transportation Inventory Form (#6180.71).

IT IS FURTHER ORDERED that any person making a Request for Extension of Time up to thirty (30) days to complete a project ordered by the Commission must file a request with the Director of Processing no later than fourteen (14) days in advance of the scheduled deadline. An Administrative Law Judge will consider and decide the request.

IT IS FURTHER ORDERED that any person requesting an Extension of Time which exceeds thirty (30) days must file a Petition for Supplemental Order with the Director of Processing no later than twenty-one (21) days in advance of the scheduled deadline. The Commission will decide Petitions for Supplemental Orders.

IT IS FURTHER ORDERED that Requests for Extension of Time and Petitions for Supplemental Orders must include the reason(s) the additional time is needed to complete the work and the time within which the project will be completed. Prior to submitting a Request for Extension or a Petition for Supplemental Order, the person must notify the Commission's Rail Safety Program Administrator that it is unable to complete the project within the ordered timeframe.

IT IS FURTHER ORDERED that the Administrative Law Judge reserves the right to deny Requests for Extension of Time and Petitions for Supplemental Orders if the reason(s) supporting the request is insufficient or where it appears the person has not made a good faith effort to complete the project within the allotted time. Failure of the Administrative Law Judge to act on a pleading prior to the deadline means the originally ordered completion date remains in effect.

IT IS FURTHER ORDERED that the Commission shall retain jurisdiction for the purpose of issuing any supplemental order or orders as it may deem necessary.

IT IS FURTHER ORDERED that in accordance with Chapter 625 ILCS 5/18c-2201 and 625 ILCS 5/18c-2206 of the Illinois Commercial Transportation Law, this is a final Order subject to the Administrative Review Law.

By Order of the Commission this 2nd day of June 2011.



DOUGLAS P. SCOTT
CHAIRMAN

JUDGE
SECTION CHIEF
ORDERS SUPERVISOR