

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

AGREEMENT

This Agreement entered into this _____ day of _____, 2023 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, in order to facilitate the free flow of traffic and ensure safety
to the motoring public, is desirous of improving approximately 77,300 lineal feet 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, as follows:

The general scope of work consists of the the implementation of Intelligent
Transporation Systems (ITS) to improve all modes of transporation along the IL 56
corridor. This includes traffic signal modernization, signal timing, changeable
message signs. New signing, traffic surveillance, ADA imporovements and all other
work necessary to complete the improvement in accordance with the approved plans
and specifications; and

WHEREAS, the VILLAGE has requested that the STATE include in its contract emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the VILLAGE's request, and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature.

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the VILLAGE, as hereinafter stipulated.
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 Exhibit A attached hereto and made a part hereof.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

5. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
6. The VILLAGE further agrees that, upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.
7. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
8. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois 56 without the consent of the STATE.
9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway

after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
12. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as Illinois 56 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
14. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or

replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

The VILLAGE agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to insure proper motorist and pedestrian guidance.

15. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois 56. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities. The VILLAGE agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to insure proper motorist and pedestrian guidance.

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 Fairfield Ave		
IL 56 at Maxant/Tech		
IL 56 at Fountain Sq		
STATE Share	0%	0%
VILLAGE Share	100%	100%

And shall continue a part of the current Agreement between the STATE and the VILLAGE.

17. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

18. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" which include the phase selector, field wiring, optical detectors and cabinet appurtenances. The STATE's electrical contractor shall invoice the VILLAGE for the maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The VILLAGE shall maintain the emergency vehicle emitters and associated appurtenances at its own expense. The emergency vehicle emitters shall be maintained and tested by the VILLAGE in accordance with the recommendation of the Manufacturer.

19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the VILLAGE agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of ten (10) years from the date of its execution or so long as the traffic signals covered by the

terms of this Agreement or any Amendment hereto remain in place either in their current or some modified configuration, whichever is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

20. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 366005975 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Lombard

255 E Wilson Ave

Lombard, IL 60148

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 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 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)

Attest:

Efabe Brunsch
Clerk

(SEAL)

By: Keith T. Giagnorio
(Print or Type)

Title: Village President

Date: April 4, 2023

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

Job No. : D-91-110-22
Agreement No.: JN-123-024

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 365 FAU Route 3545, Illinois 56, State Section No: 2020-265-SUR, SW&TS, Contract No. 62N32, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved



Title

Village President

Date

April 10, 2023

**Exhibit B
FUNDING RESOLUTION**

WHEREAS, the VILLAGE OF LOMBARD (VILLAGE) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of Illinois 56 from Illinois 59 to York Rd, known as Contract No. 62N32, STATE Section No.: 2020-265-SUR,SW&TS; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Twenty Eight Thousand Eight Hundred Eighty Eight Dollars (\$28,888.00) 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

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

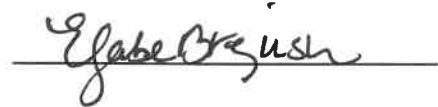
BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)

COUNTY OF DuPAGE)

I, Elizabeth Brzinski, VILLAGE Clerk in and for the VILLAGE of LOMBARD, hereby
certify the foregoing to be a true perfect and complete copy of the resolution adopted by the
VILLAGE Board at a meeting on April 6, 2023 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this 6th day of
April, 2023 A.D.

A handwritten signature in cursive script, reading "Elizabeth Brzinski", is written over a horizontal line.

VILLAGE Clerk

(SEAL)