



Illinois Department of Transportation

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

February 7, 2013

The Honorable Rodney S. Craig
Village President
Village of Hanover Park
2121 West Lake Street
Hanover Park, IL 60133-4215

Dear Village President Craig:

Enclosed for your files, please find a completely executed Agreement for traffic signal upgrade with Light-Emitting-Diode (LED) modules, Uninterruptible Power Supply (UPS) and Countdown Pedestrian Signals (CD Ped) at the intersection of US 20 (Lake St) at Elgin-O'Hare (ramp D) at Greenbrook Blvd, and at Bartels/Arlington Dr.

If you have any questions regarding this matter, please contact Mr. Daryle Drew, 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

AGREEMENT

THIS AGREEMENT entered into this 24th day of JAN 2013 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 Hanover Park, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH

WHEREAS, the STATE is proposing to upgrade the traffic signals on the state highways with Light-Emitting-Diode (LED) modules, Uninterruptible Power Supply (UPS) and Countdown Pedestrian Signals (CD Ped) at the intersections of US 20 (Lake St) at Elgin O'Hare (ramp D); at Greenbrook Blvd and at Bartels/Arlington Dr (to be known as STATE Section 2012-070 I and Contract No. 60V80-Job No. D-91-079-13). This LED upgrade project will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction.

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 intersection of US 20 (Lake St) at Bartels/Arlington Dr., 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:

	Improvement Cost	State Cost	Hanover Park Cost	County Cost
US 20 (Lake St) at Elgin O'Hare (ramp D)	\$20,000.00 (Signal upgrades)	\$20,000.00 (90% + 10%)	\$0 (-%)	\$0 (-%)
Engineering (15%)		\$3,000.00	\$0	\$0
US 20 (Lake St) at Greenbrook Blvd	\$20,000.00 (Signal upgrades)	\$19,340.00 (90% + 6.7%)	\$0 (-%)	\$660.00 (3.3%)
Engineering (15%)		\$2,901.00	\$0	\$99.00
US 20 (Lake St) at Bartels/Arlington Dr	\$25,000.00 (Signal upgrades)	\$23,750.00 (90% + 5%)	\$1,250.00 (5%)	\$0 (-%)
Engineering (15%)		\$3,562.50	\$187.50	\$0
TOTAL		\$72,553.50	\$1,437.50	\$759.00

4. 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 #3 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 80% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of its obligation (including any non-participating costs for FA projects) in a lump sum, upon completion of the project based upon final costs.
5. Upon acceptance by the Department of Transportation of the traffic signal improvement included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current Master Agreement executed between the Village of Hanover Park and the Department of Transportation on July 1, 2011.
6. The actual maintenance will be performed by the STATE with its own forces or through an ongoing contractual agreement.
7. 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.
8. The STATE retains the right to control the sequence of timing on the traffic signals.
9. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Remainder of Page is Intentionally Blank.

VILLAGE OF HANOVER PARK

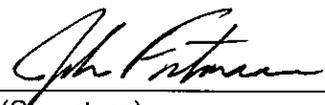
By: 
Village President

Date: 1/2/2013

ATTEST:


CLERK

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: 
(Signature)

By: John Fortmann
(Print)

Title: Acting Deputy Director of Highways,
Region One Engineer

Date: FEBRUARY 5, 2013

PLAN APPROVAL

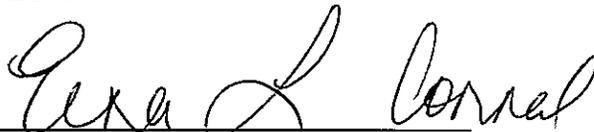
WHEREAS, in order to facilitate the improvement at the intersection of US 20 (Lake St) at Bartels/Arlington Dr., VILLAGE OF HANOVER PARK hereby approves the plans and specifications for the proposed traffic signal improvements at the said intersection above.

APPROVED:

By: 
VILLAGE ENGINEER

Date: JAN 25, 2013

ATTEST:


Clerk

SEAL