

This 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 Schaumburg, County of Cook, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, as part of the Federal Governments Congestion Mitigation and Air Quality Improvement (CMAQ) Program, is desirous of improving the existing signals within Northwest Cook County area (such improvement to be known as Contract No. 62T54) by performing all other work necessary to complete the improvement in accordance with the plans and specifications; and,

WHEREAS, the VILLAGE has requested to be a part of the Advanced Traffic Management System (ATMS) contemplated by the above described improvement at traffic signal locations to the specified thirteen (13) Village-owned traffic signals which lie(s) completely 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:

	STATE FUNDS	VILLAGE FUNDS
<b>Advanced Traffic Management System</b>		
Rodenburg Rd at Frontage Rd (No)	0%	100%
Engineering 15%	0%	100%
Rodenburg Rd at Frontage Rd (So)	0%	100%
Engineering 15%	0%	100%
Springingsuth Rd at Frontage (No)	0%	100%
Engineering 15%	0%	100%
Springingsuth Rd at Frontage (So)	0%	100%
Engineering 15%	0%	100%
Wright Blvd at Frontage (No)	0%	100%
Engineering 15%	0%	100%
Wright Blvd at Frontage (So)	0%	100%
Engineering 15%	0%	100%

		STATE FUNDS	VILLAGE FUNDS
<b>Advanced Traffic Management System</b>			
Meacham Rd at American Ln		0%	100%
Engineering 15%		0%	100%
Meacham Rd at 1-90		0%	100%
Engineering 15%		0%	100%
Meacham Rd at McConnor/Tower		0%	100%
Engineering 15%		0%	100%
Meacham Rd at Progress Pkwy		0%	100%
Engineering 15%		0%	100%
Meacham Rd at Remington Rd		0%	100%
Engineering 15%		0%	100%
Meacham Rd at Thoreau Dr		0%	100%
Engineering 15%		0%	100%
Meacham Rd at Woodfield Dr		0%	100%
Engineering 15%		0%	100%

4. It is mutually agreed that the estimated construction costs and engineering costs of this improvement is divided among the STATE and the VILLAGE as follows:

	State Funds	Village Funds
<b>* Advanced Traffic Management System</b>		
specified thirteen (13) Village-owned traffic signals including lateral splicing, in Item #3		
System with 15% engineering included	\$0	\$465,500.00
<b>TOTAL</b>		<b>\$465,500.00</b>

\* Advanced Traffic Management System fiber interconnect installation and all appurtenances, and the financial responsibility for maintenance and electrical energy for operation of the traffic signal at these intersections shall be borne entirely by the Village.

5. It is mutually agreed that the STATE agrees to own and maintain the 48 single mode fiber optic cable dedicated for STATE use and located in the VILLAGE'S Meacham Road Right of Way from north of IL 72 (Higgins Road) to south of IL 62 (Algonquin Road). The VILLAGE agrees to maintain the 144 single mode fiber optic cable dedicated for VILLAGE use and conduit in the VILLAGE'S Right of Way.
6. It is mutually agreed that the VILLAGE will reimburse the STATE in an amount equal to the VILLAGE'S share of the final actual cost as determined in accordance with Item #4 above. It is mutually agreed that upon award of the contract for this improvement, the VILLAGE will pay to the STATE (i.e., the Department of Transportation), 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 STATE 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 actual costs.

7. Upon acceptance of the ATMS fiber interconnect installation and all appurtenances by the STATE, the financial responsibility for maintenance and electrical energy for operation of the ATMS fiber interconnect and all appurtenances at the specified thirteen (13) Village-owned traffic signals shall be proportioned as follows:

	MAINTENANCE	ELECTRICAL ENERGY
<b>ATMS Fiber and appurtenances</b>		
specified thirteen (13) Village-owned traffic signals in Item #3	100% Village	100% Village
<b>Operation of the Traffic Signals</b>		
specified thirteen (13) Village-owned traffic signals in Item #3	100% Village	100% Village

and shall become a part of the Intergovernmental Agreement for Advanced Traffic Management System between the State of Illinois and the Village of Schaumburg.

8. Payment by the STATE of any or all its share of maintenance and energy costs hereunder is contingent upon the STATE receiving adequate funds in its annual appropriation. If the STATE does not receive funds through its annual appropriation, it shall so notify the VILLAGE.
9. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Village of Schaumburg

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Jose Rios, P.E.  
Region One Engineer

Date: \_\_\_\_\_

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersections of the specified thirteen (13) Village-owned traffic signals at Rodenburg Rd at Frontage Rd (No); Springinsguth Rd at Frontage (No); Wright Blvd at Frontage (No); Meacham Rd at American Ln; Meacham Rd at McConnor/Tower; Meacham Rd at Remington Rd; Meacham Rd at Woodfield Dr; Rodenburg Rd at Frontage Rd (So); Springinsguth Rd at Frontage (So); Wright Blvd at Frontage (So); Meacham Rd at 1-90; Meacham Rd at Progress Pkwy and Meacham Rd at Thoreau Dr, the Village of Schaumburg hereby approves the plans and specifications for the proposed traffic signal improvement(s) at the said intersections above.

APPROVED:

By: \_\_\_\_\_  
Director of Transportation

Date: \_\_\_\_\_