

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Approved 01/06/11

## MINUTES

### INFRASTRUCTURE COMMITTEE

December 2, 2010 - 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Chairman Dzierzanowski called the meeting to order at 7:02 P.M. Roll Call found Aldermen James Beifuss, Nanette Connelly, Nicholas Dzierzanowski, Sandra Dimas, Russell Radkiewicz, James Smith, and John Smith present.

Alderman Alan Murphy was also present. Also in attendance were Public Works Director Robert Flatter and Administrative Secretary Michelle Baldino.

2. **Approval of Minutes.**

A. **Infrastructure Committee Minutes of November 4, 2010.** Alderman Nanette Connelly made a motion to approve the minutes of November 4, 2010, seconded by Alderman Sandra Dimas. Voting Yea: Aldermen Nanette Connelly, Sandra Dimas, James Beifuss, Nicholas Dzierzanowski, Russell Radkiewicz, John Smith and James Smith. Voting Nay: 0.

B. **Infrastructure Committee Special Meeting of November 15, 2010.** Alderman Beifuss requested a number of changes be made to the Special Meeting minutes as reflected in the approved minutes. Alderman James Beifuss made a motion, seconded by Alderman Smith to approve the Special Meeting Minutes of November 15, 2010 as amended. Voting Yea: Aldermen James Beifuss, John Smith, James Smith, Sandra Dimas, Nicholas Dzierzanowski, Nanette Connelly, and Russell Radkiewicz. Voting Nay: 0.

3. **Public Participation / Presentations.** None.

4. **Items for Consent.** Chairman Dzierzanowski read the following item from the Consent Agenda.

A. **2011-2015 Capital Improvement Program Budget.**

B. **Reserves of Prince Crossing Farm Subdivision – Acceptance of Public Improvements.**

C. **Manville Oaks Park Watermain Improvement Project – Acceptance of Public Improvements.**

D. **Contract Award – 1.5 MG Elevated Water Storage Tank #1 Project – Rempe-Sharpe & Associates, Inc.**

Item 4.A. was pulled from Items for Consent for discussion. Alderman Sandra Dimas made a motion to approve Consent Items 4.B., 4.C., and 4.D., seconded by Alderman Russell Radkiewicz. Voting

**Yea: Aldermen Sandra Dimas, Russell Radkiewicz, James Beifuss, Nicholas Dzierzanowski, Nanette Connelly, James Smith, and John Smith. Voting Nay: 0.**

**A. 2011-2015 Capital Improvement Program Budget.** Alderman Connelly asked why Hawthorne Lane was still budgeted in the Capital Improvement Program. Mr. Flatter explained that the Illinois Department of Transportation (IDOT) has not yet billed the City for the City's share of the project in the amount of \$2.5 million. He also made the Committee aware that there is currently a request for a formal hearing with IDOT from one of the sub-contractors on the job because the City is disputing payment of a portion of the work that was performed by them. The City will need to wait until the issue goes before the IDOT hearing committee for a formal ruling as to whether or not the sub-contractor can bill for those services.

Mr. Flatter reviewed some of the highlights for the upcoming budget year with the Committee including Galena Street reconstruction, Great Western Bike Trail, additional funding for cracksealing to be applied so that some of the newer roadway projects will last longer, and budgeting for the new standards for upgrading all traffic signs, as administered by the Federal Highway Administration.

Mr. Flatter explained that another upcoming project, which will be brought up for approval under New Business, includes the grinding and patching of Washington Street, between Illinois Route 38 and Illinois Route 59 (excluding the portion between the railroad tracks and Main Street/Fremont Street). He stated that the City will receive funding from IDOT for this project and Plote Construction has been awarded the project in the amount of \$1,031,000, of which the City will only have to pay construction costs over \$713,000. Mr. Flatter handed out pictures (Attachment A-L) and explained that the proposed improvements include concrete pavement full-depth and partial-depth patching, joint cleaning and replacement, joint sealing, diamond grinding, intermittent curb and gutter and sidewalk replacement, drainage and utility structure adjustments and final pavement markings. He detailed the process that will be used during the construction.

Mr. Flatter also gave credit to Thomas Engineering Group for their efforts in obtaining grant money, which allowed the City to perform almost double the amount of roadway work in a normal budget year during the past year.

Alderman Alan Murphy approached the Committee regarding an extension to the Great Western Trail. He feels that the continuation of the path from Illinois Route 59 between the Prestonfield Subdivision and the Willow Creek Subdivision, down to Sassafrass, to Arbor, then on to the park would be beneficial for the two subdivisions with less heavily trafficked road crossings. He stated that there is already an existing railroad bed (rough trail) in place already. He doesn't feel it would be expensive to extend the trail if it were paved with limestone chips. Mr. Flatter explained that funding was applied for years ago for the path extension before the Hawthorne Lane bike path was built and there were safety issues along with wetland areas and ComEd right-of-ways. He said that he has had previous discussion with DuPage County, and they were willing to give the City \$20,000 toward the project if the path were extended off of Route 59, along the apartments and town homes on Arbor Avenue to the park. Mr. Flatter stated that he would contact DuPage County. The Committee members agreed that the path extension is a good idea and it should be pursued.

**Alderman Nanette Connelly made a motion to approve the 2011-2015 Capital Improvement Program**

and direct the City Administrator to include in the 2011 draft budget, seconded by Alderman James Smith. Voting Yea: Aldermen Nanette Connelly, James Smith, James Beifuss, Sandra Dimas, Nicholas Dzierzanowski, Russell Radkiewicz, and John Smith. Voting Nay: 0.

5. **Items for Discussion.** None.

6. **Unfinished Business.**

A. Alderman Sandra Dimas asked staff about the status of the stop sign that was incorrectly placed on Sassafrass. Mr. Flatter said he would take care of it.

7. **New Business.**

A. Alderman James Smith stated that the urine odor in the Metra Pedestrian Tunnel is horrible and there is new gang graffiti under the Route 59 overpass for the train line. He stated that, as for the possible source of the urine odor, he has witnessed a cab driver leave his vehicle, go into the tunnel for a couple of minutes, and then proceed to get back into his cab. Alderman James Beifuss stated that people are also found sleeping in the Metra Station, and sometimes the police escort them to a shelter in Wheaton.

B. Alderman James Smith said he had also prepared a memo to staff regarding the garbage trucks destroying the curb and parkway at 118 W. Blair Street. He asked what could be done. Mr. Flatter informed him that Groot has a new route supervisor and he would set up a meeting with him to discuss the problem.

C. Alderman James Beifuss stated that the litter that accumulates at the Metra station over the weekends is terrible and asked if it can be picked up over the weekend, not just during the week. Mr. Flatter said that staff begins work at 7:00 a.m. and every Monday morning, the crew begins emptying trash on Main Street, usually arriving at the Metra lot by 8:00 or so. He will talk to the Street Supervisor about having the crew begin earlier on Monday mornings at the Metra lot.

D. Mr. Flatter handed out an agenda item summary (Attachment M) regarding approval of a Local Agency Agreement for Federal Participation between the Illinois Department of Transportation and the City for STP grant funding for the Washington Street Pavement Rehabilitation Project; the project he discussed under the Capital Improvement Budget item. **Alderman James Beifuss made a motion for approval, seconded by Alderman Sandra Dimas. Voting Yea: Aldermen James Beifuss, Sandra Dimas, Nanette Connelly, Nicholas Dzierzanowski, Russell Radkiewicz, James Smith and John Smith. Voting Nay: 0.**

8. **Reports from Staff.**

A. Mr. Flatter informed the Committee that the North Oak Reconstruction Project is complete. The project, contracted to Orange Crush included needed drainage system improvements.

9. **Adjournment.** At 7:45 P.M., Alderman Sandra Dimas made a motion to adjourn, seconded by Alderman Russell Radkiewicz. Motion was approved by voice vote.

Respectfully submitted,

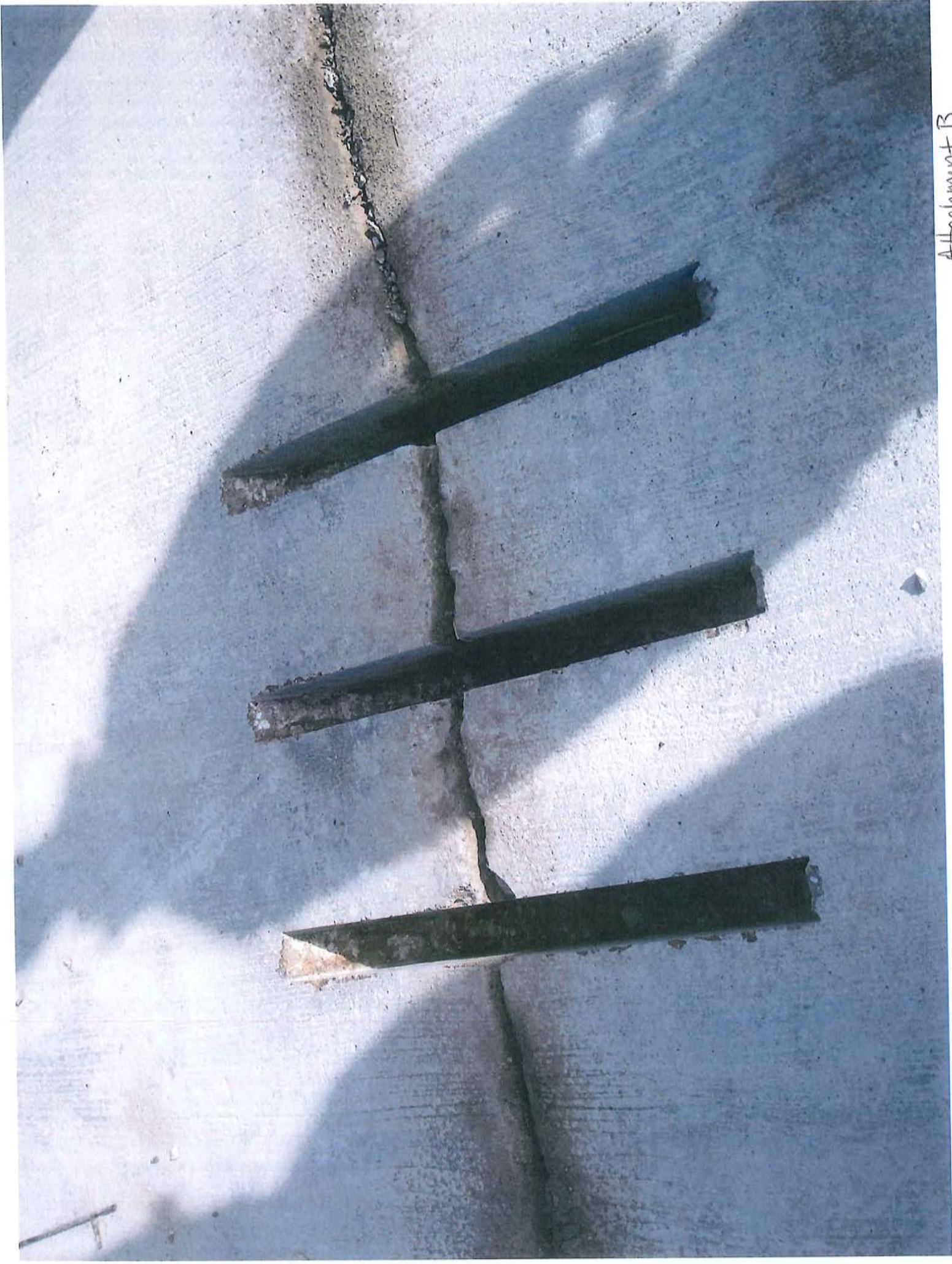
Michelle Baldino  
Administrative Secretary





Attachment A









Attachment C







DIAMOND PRODUCTS

WARNING A

HYDRAULIC OIL

Attachment E



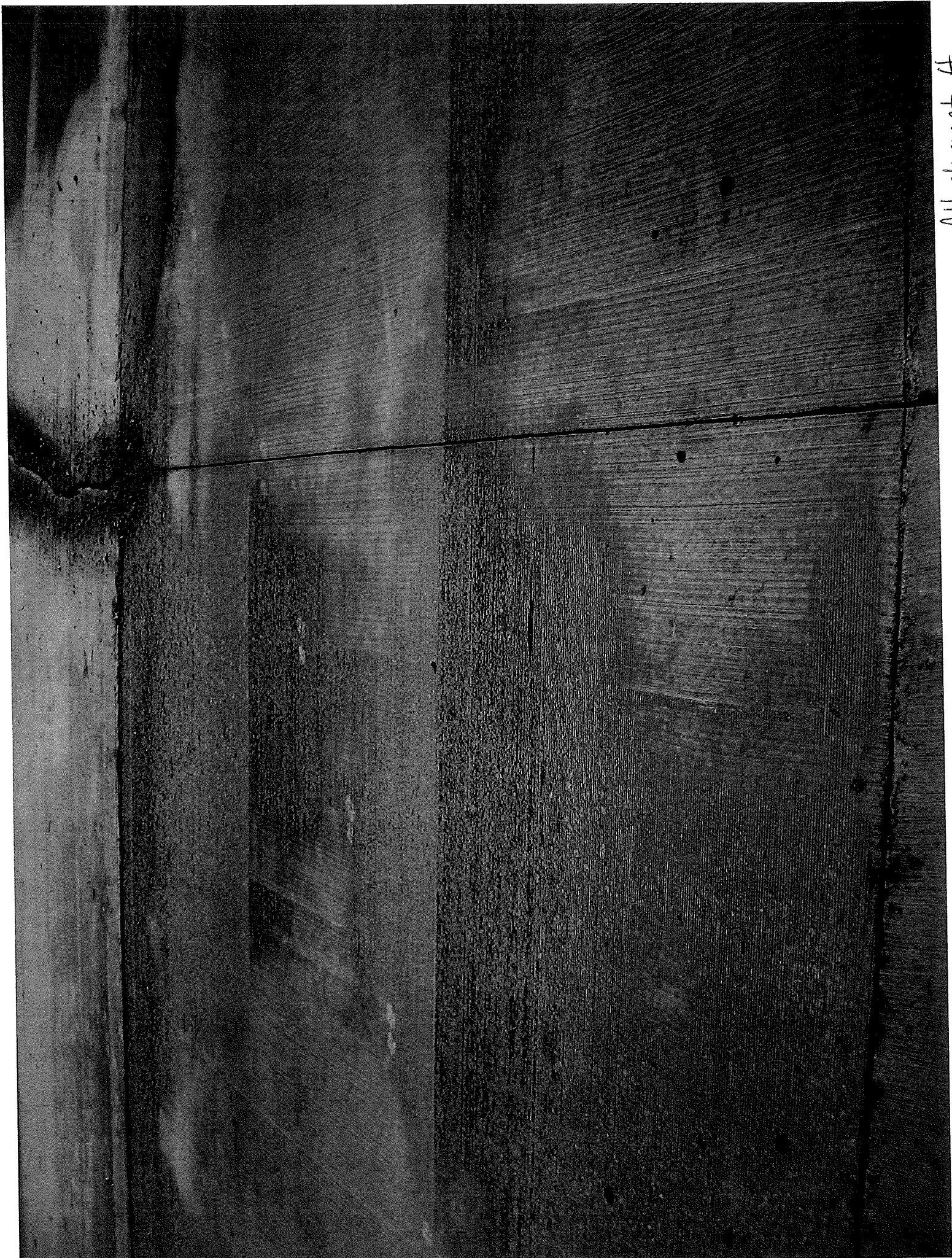




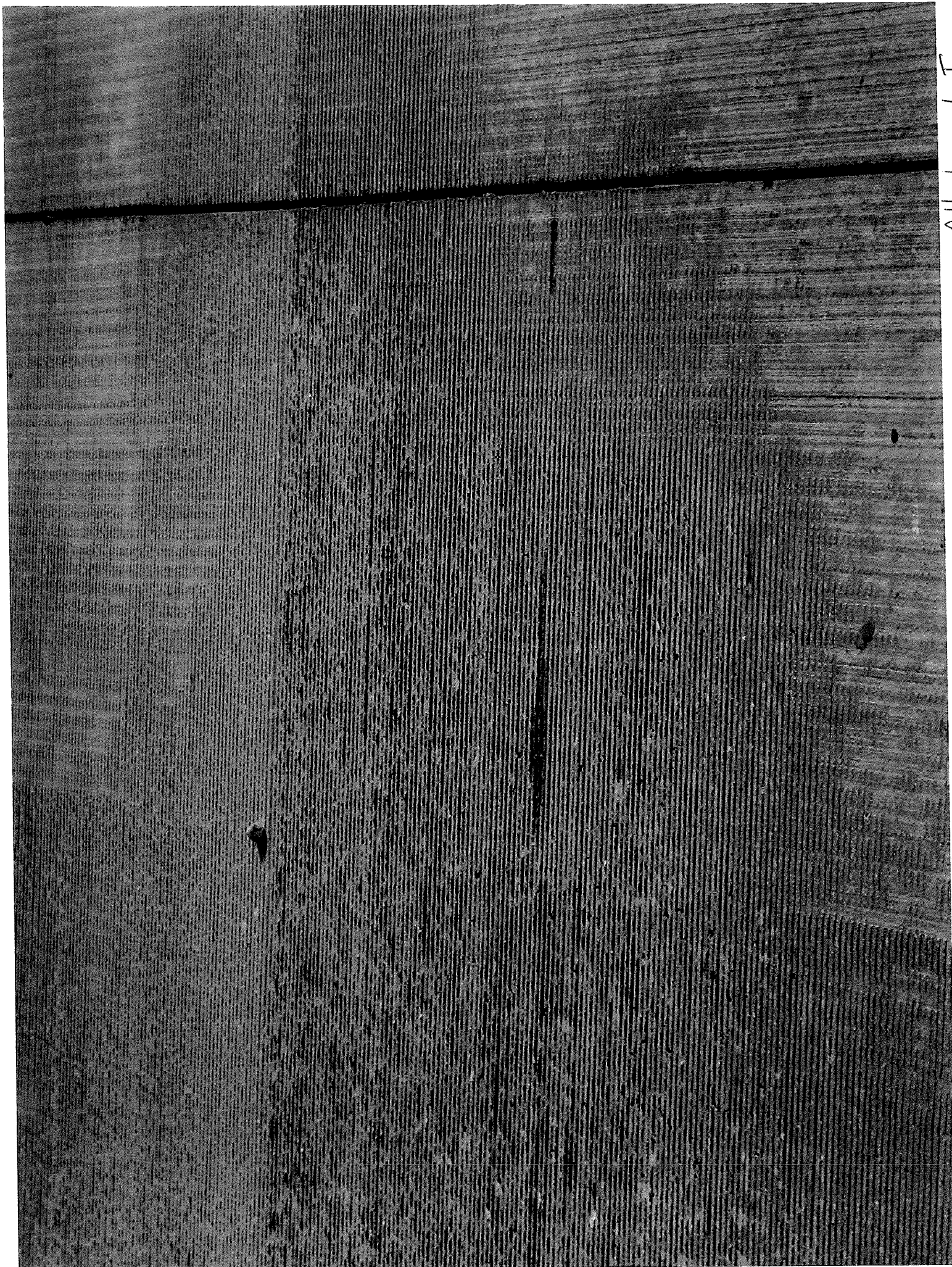


Attachment G













Attachment 5









Attachment 6



CITY OF WEST CHICAGO

Attachment M

INFRASTRUCTURE COMMITTEE  
AGENDA ITEM SUMMARY

ITEM TITLE:

**IDOT LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION - WASHINGTON STREET PAVEMENT REHABILITATION PROJECT**

AGENDA ITEM NUMBER: \_\_\_\_\_

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: December 2, 2010  
COUNCIL AGENDA DATE: December 6, 2010

STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE \_\_\_\_\_

ITEM SUMMARY:

The City of West Chicago, through the Surface Transportation Program (STP), received grant funding from the DuPage Mayors and Managers Conference (DMMC) for infrastructure improvements on Washington Street between Illinois Route 59 and Illinois Route 38, excluding the section between Main Street and the Union Pacific/CN railroad tracks. Proposed improvements include concrete pavement full-depth and partial-depth patching, joint cleaning and replacement, joint sealing, load transfer device retrofitting, diamond grinding, intermittent curb & gutter and sidewalk replacement, drainage and utility structure adjustments, and final pavement markings.

In August 2010 Thomas Engineering Group, LLC (City's contractual staff engineers) finalized construction plans and specification documents and submitted them to the Illinois Department of Transportation (IDOT) for final review and letting. On November 5, 2010 the project was let by IDOT and Plote Construction, Inc. was determined low bidder in the amount of \$1,031,000. Construction contracts will be awarded to Plote Construction, Inc. and construction is anticipated to start spring 2011, pending execution of a Local Agency Agreement for Federal Participation between IDOT and the City of West Chicago (see attached).

The attached IDOT Local Agency Agreement as written identifies 70% FHWA (STU) participation with a not to exceed maximum of \$713,000 and uses the design engineer's estimate of construction costs (i.e., \$1,355,791.00) to identify the Local Agency project cost as \$642,791. However, based on the "as-read" Tabulation of Bids by IDOT on November 5, 2010, the low bidder was Plote Construction, Inc. in the amount of \$1,031,000 as referenced above. Therefore, as the City of West Chicago would be responsible for all construction costs incurred over \$713,000, the actual Local Agency share is expected to be around \$318,000.00, plus any field changes/increases determined necessary during construction. Final costs and payments are always determined by final quantities as measured in the field during construction.

To ensure federal participation, the City of West Chicago must execute a Local Agency Agreement for Federal Participation with the Illinois Department of Transportation. Therefore, staff recommends execution of the attached Local Agency Agreement.

ACTIONS PROPOSED:

**Approve Resolution No. 10-R-0115 authorizing the Mayor to execute a Local Agency Agreement for Federal Participation between the Illinois Department of Transportation and the City of West Chicago for STP grant funding for the Washington Street Pavement Rehabilitation Project, Project Number M-9003(707).**



**RESOLUTION NO. 10-R-0115**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A LOCAL AGENCY AGREEMENT FOR FEDERAL  
PARTICIPATION BETWEEN THE CITY OF WEST CHICAGO  
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION  
FOR STP GRANT FUNDING FOR THE WASHINGTON STREET  
PAVEMENT REHABILITATION PROJECT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Local Agency Agreement for Federal Participation for STP grant funding for the Washington Street Pavement Rehabilitation Project, Project Number M-9003(707) between the Illinois Department of Transportation, and the City of West Chicago, in substantially the form attached hereto and incorporated herein as Exhibit "A".

ADOPTED this 6<sup>th</sup> day of December 2010.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_


ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of West Chicago	X			
	Section	Fund Type	ITEP Number		
	09-00076-00-RP	STU			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-766-10	M-9003(707)				

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 Washington Street Route FAU 1397 Length 2.0 miles  
Termini IL Route 38 (Roosevelt Road) to IL Route 59 (Neltor Boulevard)

Current Jurisdiction LA Existing Structure No N/A

#### Project Description

The proposed pavement rehabilitation includes concrete pavement full-depth and partial-depth patching, joint cleaning and replacement, joint sealing, load transfer device retrofitting, diamond grinding, intermittent curb & gutter and sidewalk replacement, drainage and utility structure adjustments, and final pavement markings.

#### Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	713,000	( * )		( )	642,791	( BAL )	1,355,791
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
TOTAL	\$ 713,000		\$		\$ 642,791		\$ 1,355,791

\*Maximum FHWA (STU) Participation 70% Not to Exceed \$713,000

**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:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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
  - (d) 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:
- (a) 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;
  - (b) 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;
  - (c) 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.

#### 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) 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.
- (2) 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

(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 addenda indicated above.

**APPROVED**

Local Agency

Michael B. Kwasman

(Print or Type Name)

Mayor

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

(Signature)

Date

The above signature certifies the agency's TIN number is  
36-6006144 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

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Ann L. Schneider, Director of Finance and Administration

Date



1 OF 1