

RESOLUTION NO. R-35 -10

**A RESOLUTION AUTHORIZING EXECUTION OF
A LOCAL AGENCY AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
STATE FUNDING OF
BLANCHARD STREET RESURFACING PROJECT**

WHEREAS, the City of Wheaton, DuPage County, Illinois and the State of Illinois Department of Transportation (IDOT) are desirous of resurfacing Blanchard Street from Roosevelt Road (IL Rt. 38) to President Street; and

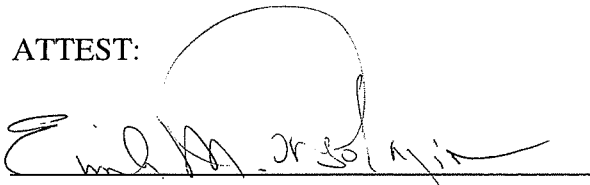
Whereas, IDOT has allocated \$120,000 of State funding through the Emergency Repair Program (ERP) for the resurfacing of Blanchard Street; and

WHEREAS, it is necessary for the City and State to enter into an agreement to receive State ERP funding for the construction of the subject project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is authorized to execute a Local Agency Agreement with the Illinois Department of Transportation for State ERP funding of construction of the Blanchard Street resurfacing project, MFT Section 10-00103-00-RS, Job Number C-91-718-10.

ADOPTED this 21st day of June, 2010.

ATTEST:



City Clerk



Mayor

Roll Call Vote:

Ayes:

Councilman Mouhelis
Mayor Gresk
Councilman Prendiville
Councilman Scalzo
Councilman Sues
Councilwoman Corry
Councilman Levine

Nays: None
Absent: None

Motion Carried Unanimously

Local Agency City of Wheaton	 Illinois Department of Transportation Local Agency/State Agreement	Job Number - Construction C-91-718-10
Section 10-00103-00-RS		Job Number - Engineering/ROW

This Agreement is made and entered into between the above local agency hereinafter referred to as "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 shown below.

Location

Local Name Blanchard Street Route FAU 2567 Length 5,000 FT

Termini Roosevelt Road (IL Rt 38) (FAP 0347) to President Street (FAU 2569)

Current Jurisdiction LA

Project Description

Pavement resurfacing including minor curb and gutter replacement, utility adjustments, pavement markings, and landscape restoration.

Division of Cost

Type of Work	STATE	LA	Total
Participating Construction	120,000	280,000	400,000
Non-Participating Construction			0
Preliminary Engineering			0
Construction Engineering			0
Right-of-Way			0
			0
TOTAL	\$120,000	\$280,000	\$400,000

Note: *Maximum STATE (ERP) Participation 100% not to exceed \$120,000.00

Payment Method (check one):

- Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.
- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
6. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. 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 of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
7. 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).
8. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency City of Wheaton	Section 10-00103-00-RS
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Exhibit A - Location Map

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

Michael J. Gresk
(Print or Type Name)

Mayor

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


(Signature) 10/21/10
Date

TIN Number 36-6006153

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

NOTE: If signature is by an APPOINTED official, a resolution said appointed official to execute this agreement is required.

Local Agency
City of Wheaton

Section
10-00103-00-RS

2010 ROAD, SEWER AND WATER REHABILITATION PROGRAM BLANCHARD STREET IMPROVEMENTS

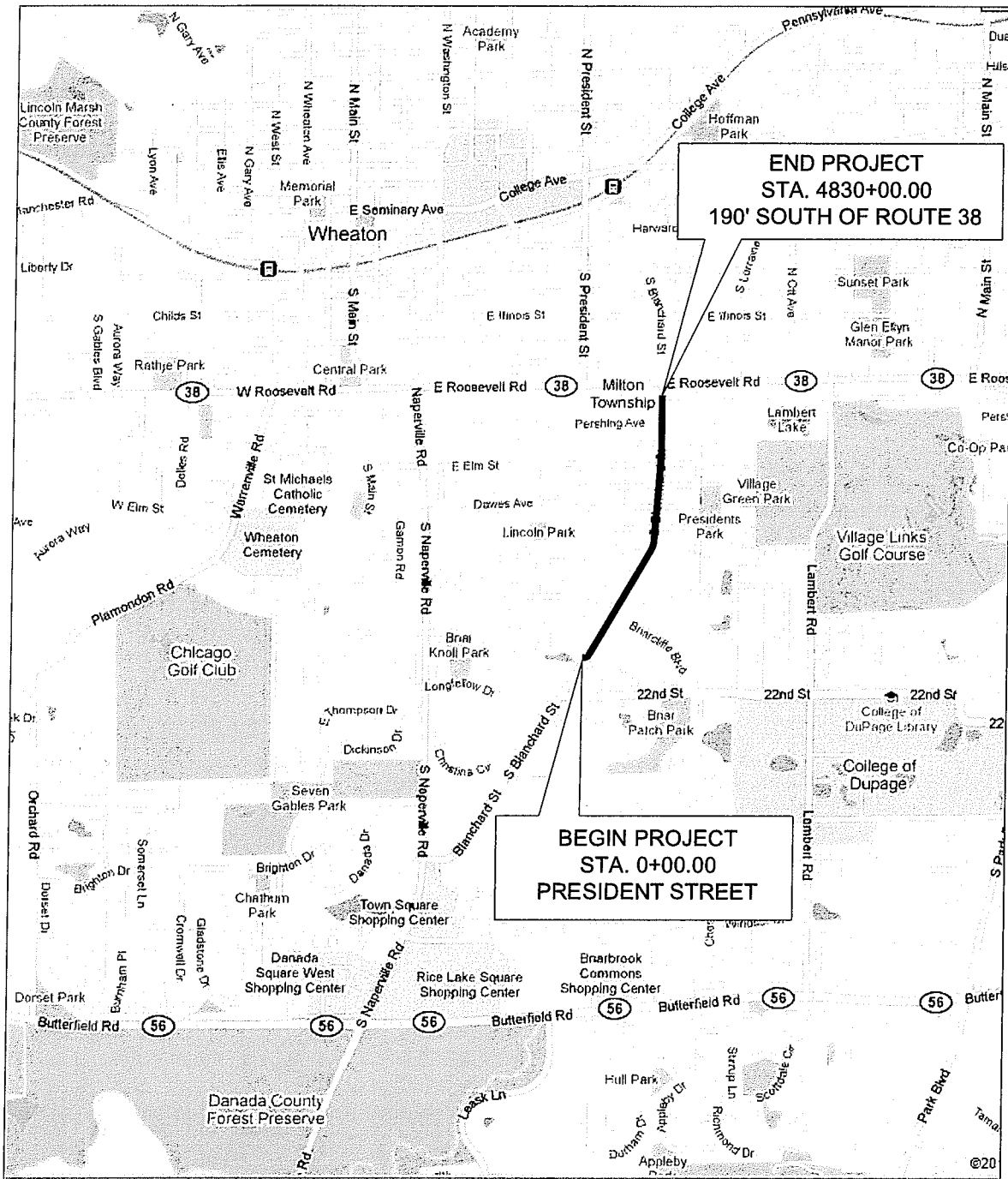
(MFT SECTION # 10-00103-00-RS)

IDOT CONTRACT # C-91-718-10



R. 10E

T. 39N



CITY OF WHEATON
MILTON TOWNSHIP
DUPAGE COUNTY, ILLINOIS
PROJECT LOCATION MAP
NOT TO SCALE

TOTAL LENGTH OF PROJECT = 4,930 LINEAR FT. = 0.93 MILES