

**RESOLUTION NO.**

R41-2010

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL AGENCY AGREEMENT FOR STATE PARTICIPATION BETWEEN THE VILLAGE OF WOODRIDGE AND ILLINOIS DEPARTMENT OF TRANSPORTATION – 71<sup>ST</sup> STREET RECONSTRUCTION: WOODRIDGE DRIVE TO ILLINOIS ROUTE 53 (PHASE III)

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois, a home rule municipality in the exercise of its home rule powers, that the Mayor be and the same is hereby authorized to execute a Local Agency Agreement for State Participation between the Village of Woodridge and the Illinois Department of Transportation relating to construction (Phase III), a copy of which is attached hereto as "Exhibit A", which is by this reference expressly incorporated herein.

ADOPTED this 5<sup>TH</sup> day of August, 2010.

Trustee Banks	<u>Aye</u>	Trustee Kagann	<u>Aye</u>
Trustee Beavers	<u>Aye</u>	Trustee McManus	<u>Aye</u>
Trustee Cunningham-Picek	<u>Aye</u>	Trustee Pittinger	<u>Aye</u>

Mayor Murphy       

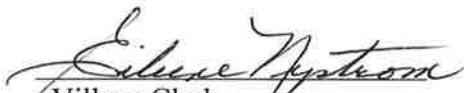
APPROVED this 5<sup>TH</sup> day of August, 2010.

ATTEST:

  
Village Clerk

  
Mayor

Filed in the office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois this 5<sup>TH</sup> day of August, 2010.

  
Village Clerk



# Illinois Department of Transportation

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

## LOCAL ROADS AND STREETS

Local Agency / State Agreement

Village of Woodridge

Location: FAU 1535 / 71<sup>st</sup> Street: Woodridge Drive to Roberts Drive

Section No.: 09-00065-00-FP

Job No.: C-91-146-10

DuPage County

July 19, 2010

Mr. Christopher Bethel  
Director of Public Works  
Village of Woodridge  
One Plaza Drive  
Woodridge, IL 60517

Dear Mr. Bethel:

This letter supersedes the previously sent letter dated March 10, 2010.

Enclosed are six (6) copies of the Local Agency / State Agreement for the above-referenced project.

We request that the Mayor sign all copies with original signature and return five (5) copies to this office for final processing. In addition, please include a location map as Exhibit A with each copy, and confirm the Tax Identification Number (TIN) on page 3.

If you have any questions or need additional information, please contact Temi Latinwo, Agreement Technician, at (847) 705-4179 or via e-mail at DOT.D1.BLRS@illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

A handwritten signature in red ink, appearing to read 'C. Holt'.

By:  
Christopher J. Holt, P.E.  
Bureau Chief of Local Roads and Streets

Enclosures

Local Agency Village of Woodridge	 <b>Illinois Department of Transportation</b>  <b>Local Agency/State Agreement</b>	Job Number - Construction C-91-149-10
Section 09-00065-00-FP		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 71<sup>st</sup> Street Route FAU 1535 Length 3,878 Feet

Termini Woodridge Drive to Illinois Route 53

Current Jurisdiction LA

**Project Description**

The first segment on 71<sup>st</sup> Street will reconstructed with a new base, bituminous binder and surface course. Another segment will be resurfaced with the cold milling of approximately 3". The next segment will be resurfaced with the cold milling of approximately 3" and will also be widened by three feet. The remaining portion of the roadway up to Illinois Route 53 will be patched as needed. The project will also include miscellaneous curb repairs, sidewalk repairs, storm sewer work, and pavement markings.

**Division of Cost**

Type of Work	STATE	LA	Total
Participating Construction	200,000	180,278	380,278
Non-Participating Construction			0
Preliminary Engineering			0
Construction Engineering			0
Right-of-Way			0
			0
<b>TOTAL</b>	<b>\$200,000</b>	<b>\$ 0</b>	<b>\$180,278</b>
			<b>\$380,278</b>

Note: Maximum State (ERP) Fund participation 100% not to exceed \$200,000.

**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.
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Local Agency Village of Woodridge	Section 09-00065-00-FP
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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

Village of Woodridge  
(Print or Type Name)

William F. Murphy, Mayor  
(County Board Chairperson/Mayor/Village President/etc.)

 Aug. 5, 2010  
(Signature) Date

TIN Number 36-2442-486

**NOTE:** If signature is by an APPOINTED official, a resolution 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

Local Agency Village of Woodridge	Section 09-00065-00-FP
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CLERK



# Illinois Department of Transportation

~~Proposal~~ / Contract Cover

PROPOSAL SUBMITTED BY		
Alamp Concrete Contractors Inc.		
Contractor's Name		
1900 Wright Blvd.		
Street		
Schaumburg	IL	P.O. Box 60193
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DuPage

Village of Woodridge

(Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND



FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 71st Street

SECTION NO. 09-00065-00-FP (C-91-149-10)

TYPES OF FUNDS Emergency Repair Program (ERP)

### For Municipal Projects

Submitted  
Approved/Passed

August 5, 2010

Date

Mayor  President of Board of Trustees  Municipal Official

### Department of Transportation

Released for bid based on limited review

Date

AUG 09 2010

Devin M. O'Keefe / AH  
Regional Engineer

Concurrence in approval of award

Date

Regional Engineer

### For County and Road District Projects

Submitted/Approved

Date

Highway Commissioner

Submitted/Approved

Date

County Engineer/Superintendent of Highways