

Ordinance No. 91-6

AN ORDINANCE APPROVING AN AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1. That certain Local Agency Agreement with the Illinois Department of Transportation, attached hereto as Exhibit A, is hereby approved.

SECTION 2. The President is authorized and directed to sign said Agreement on behalf of the Village. The Clerk is authorized and directed to attest said agreement on behalf of the Village.

SECTION 3. This Ordinance is effective immediately.

PASSED this 12th day of March, 1991.

Carl D. Abinger

PRESIDENT

ATTEST:

Rose Miller

CLERK

AYES: 5

NAYS: 0

PASSED: 3/12/91

APPROVED: 3/12/91

ABSENT: 1



BE IT RESOLVED, by the President and Board of Trustees of the Council or President and Board of Trustees Village of Chatham, Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Gordon Drive	FAU 8153	Walnut Street	977.24 feet north

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of the construction of a 30' face to face of curb bituminous concrete pavement with storm sewer and other work necessary to complete the improvement

and shall be constructed 30 feet wide
and be designated as Section 90-00016-00-FP

2. That there is hereby appropriated the (additional) sum of fifty thousand Dollars (\$ 50,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract; and,
(Specify Contract or Day Labor)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED


_____, 19____
Department of Transportation

District Engineer

Mr. Rose Miller Clerk
I, Miss Rose Miller Clerk
Mrs. _____
In and for the Village of Chatham
(City, Town or Village)
County of Sangamon, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees
(Council or President and Board of Trustees)
at a meeting on March 12, 1991.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12th day of March, A.D. 1991.
(SEAL) Rose M. Miller
Village Clerk.
(City, Town or Village)

RESOLUTION NO. 9-91

Municipality CHATHAM	 Illinois Department of Transportation	Section 90-00016-00-FP			
Township		Fund Type			
County Sangamon		LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION	State Contract X	Day Labor	Local Contract

This agreement is made and entered into between the above local agency (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. 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 United States Federal Highway Administration hereinafter referred to as FHWA.

Name Gordon Drive Route FAU 8153 ^{LOCATION} Length 0.185 Miles
 Termini from Walnut Street (C.H. 40) northerly 977.24 feet

PROJECT DESCRIPTION

Existing Str. No. N/A

Construction of a 30' face to face curb bituminous concrete pavement with storm sewer and other work necessary to complete the improvement.

TYPE OF WORK	DIVISION OF COST							
	FHWA	%	STATE	%	LA	%	TOTAL	
Participating Construction	\$ 135,000	(75)	\$	()	\$ 45,000	(25)	\$ 180,000	
Non-Participating Construction	\$	()	\$	()	\$	()	\$	
Preliminary Engineering	\$	()	\$	()	\$	()	\$	
Construction Engineering	\$	()	\$	()	\$	()	\$	
Right of Way	\$	()	\$	()	\$	()	\$	
Railroads	\$	()	\$	()	\$	()	\$	
Utilities	\$	()	\$	()	\$	()	\$	
Sub Total	\$ 135,000		\$		\$ 45,000		\$ 180,000	

Other Funding Not Included Above \$ _____
 Source of Other Funding:

Total Project Cost \$ 180,000

NOTE: The above costs and percentages are approximate and subject to change. The percentage(s) recorded and maintained by the STATE, will be used in the final division of costs for billings or reimbursements.
 If funding is lump sum and not a percentage of the total, place an asterisk in the space provided for the percentages. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

LOCAL AGENCY APPROPRIATION

The LA on 3/12, 1991, appropriated, by separate resolution \$ 50,000.00 to pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost.

METHOD OF FINANCING (STATE CONTRACT WORK ONLY)

METHOD A --- Lump Sum (95% of LA Obligation) \$ _____
 METHOD B --- Monthly Payments of \$ _____
 METHOD C --- LA's share \$ 45,000.00 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)

ADDENDA

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Addendum #1, #2, #3, #4 and #5

(Insert NA, if not applicable) (Insert addendum numbers or letters and page numbers, if applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth on page two and all addenda indicated above.

APPROVED
 Name Carl D. Oblinger
 Title Village President
Chairman County Board/Mayor, Village President, etc

APPROVED
 STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 By: _____
Director of Highways

Signature Carl D. Oblinger
 ATTEST: NASA Miller, Village Clerk

Date _____

FOR DEPARTMENT USE ONLY					
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-046-90	M-5082(4)				

AGREEMENT PROVISIONS

THE LOCAL AGENCY AGREES:

- (1) To acquire in its name 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 and the disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, the STATE and the FHWA.
- (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 maintain, or cause to be maintained, the completed improvement and, when on a Federal-aid route, to maintain, or cause to be maintained, the completed improvement in a manner satisfactory to the STATE and the FHWA;
- (5) To comply with all applicable Executive Orders and Federal Highways Acts pursuant to the Equal Employment Opportunity and Non-discrimination Regulations required by the U.S. Department of Transportation.
- (6) To preserve and produce upon request of responsible STATE or FHWA officials all records for this project for the purpose of an audit for a period of three years after the FHWA payment of the final voucher;
- (7) Provisions will be made, if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (8) That failure of the LA to comply with Federal requirements may result in the loss (partial or total) of Federal participation as determined by the FHWA;
- (9) (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 a lump sum, an amount equal to 95% 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 95% 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 cost) 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 progress payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (10) (Day Labor or Local Contracts Only) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (11) (Preliminary Engineering Only) That in event right-of-way acquisition or actual construction of the project for which the preliminary engineering is undertaken with Federal participation is not started within five years following the date of approval and authorization to proceed, the LA will repay the STATE any Federal funds received under the terms of this agreement.

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 Only) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required);
- (3) (STATE Contract Only) To award a contract for construction of the proposed improvement, after receipt of a satisfactory bid and after concurrence in the award has been received from the LA (and FHWA if required);
- (4) (Day Labor or Local Contracts Only) To authorize the LA to proceed or concur in the award for the construction of the improvement when Agreed-Unit Prices are approved or satisfactory bids are received for Local Contracts.
- (5) (Day Labor or Local Contracts Only) To reimburse the LA for that portion of the cost payable from Federal-aid funds and the STATE's share based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

IT IS MUTUALLY AGREED:

- (1) That this agreement shall be null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid Participation and in the event 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) It is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

The STATE/LA agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the STATE/LA shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The STATE/LA shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and leases of equipment.

The LA shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment. Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate.

Chatham

Section 90-00016-00-FP

BE IT MUTUALLY AGREED that the following certification statement be included in the agreement as Item (12) under "THE LOCAL AGENCY AGREES":

(12) LA certifies to the best of its knowledge and belief its officials:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) have not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement 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, or receiving stolen property;

(3) 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 (2) of this certification;

(4) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, local) terminated for cause or default;

(5) have not been barred from signing this AGREEMENT as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes); and

(6) are not in default on an educational loan as provided in Public Act 85-827.

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I, Carl D. Oblinger, Village President hereby certify on behalf of
(name and title of grantee official)

Village of Chatham that:
(name of grantee)

(1) 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 an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 12th day of March, 19 91.

By Carl D. Oblinger
(signature of authorized official)

Village President
(title of authorized official)

Rose -

I believe I previously sent
to you Exhibit A. Please call me
if you need an additional copy.

W. SCOTT HANKEN
SUSAN D. HOFFEE
THOMAS W. KELTY
JOHN H. LONG
STANLEY L. MORRIS
JOHN M. MYERS

IN
LUTHERFORD
SHEL
IL
SEED IN MISSOURI

Thanks
Dawn

Ms. Rose Miller, Clerk
Village of Chatham
116 East Mulberry Street
Chatham, IL 62629

Re: Ordinance No. 91-6
Our File: 1229-90001

Dear Rose:

Enclosed is Ordinance No. 91-6 approving an agreement with the Illinois
Department of Transportation.

Sincerely yours,

PFEIFER & KELTY, P.C.

By: John M. Myers / dnc
John M. Myers

JMM:dnc
Enclosure

PFEIFER & KELTY, P. C.

ATTORNEYS AT LAW

1300 SOUTH EIGHTH STREET

P.O. BOX 1858

SPRINGFIELD, ILLINOIS 62705-1858

(217) 528-5604

FAX: (217) 528-9801

W. SCOTT HANKEN
SUSAN D. HOFFEE-HUNT
THOMAS W. KELTY*
JOHN H. LONG
STANLEY L. MORRIS*
JOHN M. MYERS

MARK RABIN
ROGER L. RUTHERFORD
PAUL BARGIEL
OF COUNSEL

*ALSO LICENSED IN MISSOURI

March 15, 1991

Ms. Rose Miller, Clerk
Village of Chatham
116 East Mulberry Street
Chatham, IL 62620

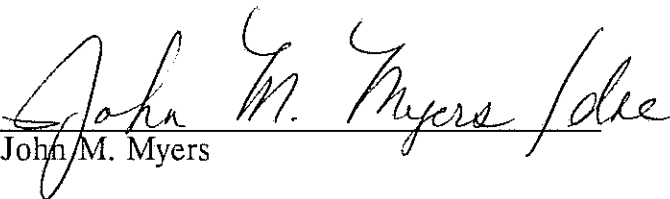
Re: Village of Chatham
Our File: 1229-90001

Dear Rose:

Enclosed are what I think are your copy of the ordinances and resolution relating to the agreement with IDOT. IDOT asked me to remind you to make sure the ordinances are published in the Chatham newspaper.

Sincerely yours,

PFEIFER & KELTY, P.C.

By: 
John M. Myers

JMM:dnc

Enclosures

xc: The Honorable Carl Oblinger