

FAP Route 330
US Route 45
(LaGrange Road)
131st Street to 179th Street
Cook County
C-91-569-08, C-91-145-11, C-91-146-11
Agreement No.: JN-113-502

AGREEMENT

This Agreement entered into this ____ day of ____, 20____ 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 ORLAND PARK of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the VILLAGE in order to facilitate the free flow of traffic and insure safety to the motoring public, has prepared the Phase I Engineering for the improvements along U.S. Route 45 (Lagrange Road) from 131st Street to 179th Street; and

WHEREAS, the VILLAGE requests that the STATE financially participate in the preliminary engineering (Phase I) for the improvements along U.S. Route 45 (Lagrange Road) from 131st Street to 179th Street; and

WHEREAS, the STATE has agreed to the VILLAGE's request; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees to perform all required preliminary engineering required for the improvements along U.S. Route 45 (Lagrange Road) from 131st Street to 179th Street.
2. The VILLAGE agrees to pay for all preliminary engineering costs, subject to reimbursement by the STATE as hereinafter stipulated.
3. The STATE agrees to reimburse the VILLAGE for all preliminary engineering costs up to a maximum of \$1,770,000.
4. The STATE agrees that upon execution of this agreement and receipt of an invoice from the VILLAGE, the STATE will pay to the VILLAGE in a lump sum an amount equal to 100% of its obligation incurred under this Agreement.
5. The VILLAGE shall maintain, for a minimum of 3 (three) 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 other STATE Auditors and the VILLAGE agrees to cooperate fully with an audit conducted by the Auditor General and other STATE Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for

which adequate books, records, and supporting documentation are not available to support their purported disbursement.

6. The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.

7. The VILLAGE subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VILLAGE shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the VILLAGE to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the STATE deems appropriate.

8. 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.

Obligations of the STATE and VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF ORLAND PARK

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider
Secretary of Transportation

Date: _____

By: _____
William R. Frey
Interim Director of Highways/Chief Engineer

Date: _____

By: _____
Matthew R. Hughes
Director - Finance & Administration

Date: _____

By: _____
Ellen J. Schanzle-Haskins
Chief Counsel

Date: _____

Job No.: C-91-569-08, C-91-145-11, C-91-146-11
Agreement No.: JN-113-502

TIN CERTIFICATION

The VILLAGE certifies that:

1. The number shown on this form is the VILLAGE's correct taxpayer identification number (or the VILLAGE_) is waiting for a number to be issued to them), and
2. The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and
3. The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: _____

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |