

ORDINANCE NO. 2685

OCT 20 2008

AN ORDINANCE TO AUTHORIZE A UTILITY ADJUSTMENT AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR THE CITY OF COLUMBIA, ILLINOIS TO RECEIVE REIMBURSEMENT FROM THE STATE OF ILLINOIS FOR THE COST TO ACQUIRE UTILITY EASEMENTS AND TO RELOCATE A CITY WATERLINE REQUIRED FOR THE WIDENING OF THE ILLINOIS HIGHWAY 158 RIGHT-OF-WAY IN THE CITY AND TO APPROVE OF THE FORM OF SAID AGREEMENT


City Clerk

WHEREAS, the Department of Transportation of the State of Illinois ("IDOT") has determined it is necessary for IDOT to acquire additional right of way for the widening and relocation of Illinois Highway 158 ("Highway 158") in the City of Columbia, Illinois (the "City");

WHEREAS, in connection therewith and in consequence thereof, the City has a public waterline easement in which is located a public waterline which easement and waterline will have to be relocated in order to allow and provide for the IDOT widening of Highway 158;

WHEREAS, IDOT has agreed to reimburse the City for the cost necessary to be incurred by the City for the acquisition of easements for and relocation of said public waterline up to not to exceed the sum of Two Hundred Fifteen Thousand Dollars (\$215,000) without additional approval from IDOT;

WHEREAS, it is necessary and appropriate that the City shall make and enter into an "Agreement for Reimbursable Utility Adjustment" with IDOT for the subject public works project in the form approved by this Ordinance.

NOW THEREFORE, be it ordained by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The "Agreement for Reimbursable Utility Adjustment" between IDOT and the City, a copy of which is attached hereto and by reference made part hereof, is hereby approved as to form and the Mayor is hereby authorized and directed to execute and deliver the same for and on behalf of the City, in as many counterparts as the Mayor shall determine; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the City Council and approval by the Mayor, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Row, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Heina, Oberkfell, Stumpf and Mayor Hutchinson.

NAYS: None.

ABSENT: None.

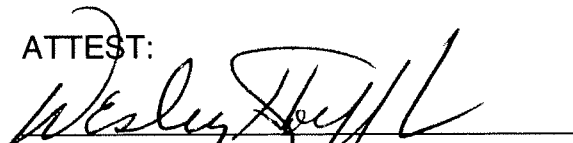
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 20th day of October, 2008.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

AGREEMENT FOR REIMBURSABLE UTILITY ADJUSTMENT

Route	FAP 809	Agreement No.	UT-809-005
Section	(133,134)RS-4,135RS-5	Contract No.	76408
County	St. Clair, Monroe	Job No.	C-98-004-06

THIS AGREEMENT, entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the STATE; and City of Columbia, hereinafter referred to as the "GOVERNMENT ENTITY",

WITNESSETH

WHEREAS, in the interest of public safety and convenience, the STATE is desirous of improving FAP Route 809, marked IL Route 158 from .7 miles east of IL Route 3 to M&O Station Rd in Millstadt., hereinafter referred to as PROJECT, by making certain improvements which include: widening and resurfacing; and

WHEREAS, the STATE has determined that certain adjustments must be made to a portion(s) of the GOVERNMENT ENTITY's existing facility located within the limits of and necessitated by the PROJECT, including the removal of approximately 130 linear feet of 12" ductile iron pipe and abandon approximately 1400 linear feet of 12" ductile iron pipe water main and installation of approximately 1780 linear feet of 12" ductile iron pipe water main and associated equipment; and

WHEREAS, the GOVERNMENT ENTITY has documented that its right to occupy property in the area of required adjustments precedes those of the STATE and the costs associated with said adjustments are reimbursable in accordance with STATE policy; and

WHEREAS, the GOVERNMENT ENTITY desires to cooperate with the STATE in the adjustment of said facility.

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

1. All aspects of this utility adjustment shall be in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645A&B (23 CFR 645A&B).

2. This Agreement is subject to all terms contained in the "General Provisions for Utility Adjustment Agreements" attached hereto and made a part hereof, and all terms contained in the "State Required Ethical Standards Governing Procurement" attached hereto as Attachment A and made a part hereof.

3. All GOVERNMENT ENTITY facilities to be relocated upon STATE right of way will be in accordance with the "Accommodation of Utilities on Right of Way of the Illinois State Highway System" (92 ILL. ADM. CODE 530) and the GOVERNMENT ENTITY will obtain from the STATE an approved permit prior to starting any work.

4. The plans, specifications and estimates as submitted for the adjusted facility are approved and no changes to these plans, specifications and estimates shall be made by the GOVERNMENT ENTITY without the written consent of the STATE.

5. The total estimated cost of adjustments to the GOVERNMENT ENTITY's facilities, as hereinabove described, is \$215,000 as shown on the detailed estimate of cost attached hereto and made a part hereof. The proportionate shares of this cost are as follows:

STATE Liability	100% = \$ 215,000
GOVERNMENT ENTITY Liability (Betterment)	0% = \$ 0
GOVERNMENT ENTITY Liability (other than Betterment)	0% = \$ 0
TOTAL	100% \$ 215,000

Reimbursement for the cost of STATE's liability will be an Actual Cost.

6. Unless this Agreement provides for one lump-sum invoice at the conclusion of the work, the GOVERNMENT ENTITY may submit progress billings for costs incurred. Progress billings may be submitted at intervals not less than monthly. These progressive invoices shall not be for amounts less than five hundred dollars (\$500.00) and may be based on an estimated percentage of the work completed. The GOVERNMENT ENTITY shall provide a final and complete billing of all costs incurred, or of the agreed lump-sum, within 60 days after completion of the work. Progress and final billings will be paid after acceptance by the STATE. (Acceptance is the determination that the terms of the Agreement have been met and that the work covered by the billing is complete and acceptable). All billings in excess of estimated costs are subject to verification and acceptance. Excess billings based upon or caused by GOVERNMENT ENTITY deviation from the approved plans, specifications and estimates made without the prior written approval, as provided in this Agreement, may not be accepted. Notwithstanding written approval of changes to the approved plans, specifications and estimates as provided, any billings in excess of the estimated costs shown in Section 5 are subject to a change authorization approval and shall not be deemed accepted until approved by the Engineer of Design and Environment. As provided by the STATE Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered to be the date of the change authorization approval.

If the parties hereto have agreed to Lump Sum Basis Reimbursement in Section 5, the STATE, upon acceptance of the final bill (to be submitted in sets of four) and verification of the completed work, shall pay to the GOVERNMENT ENTITY 100% of the amount agreed upon as STATE liability in Section 5 above less any previous partial payments.

This Agreement is subject to audit. In the event of an audit, the final costs between the GOVERNMENT ENTITY and STATE shall be based upon the audit findings. Prior to the completion of the audit, the payment obligation of the STATE shall be limited to the estimated cost stated in this Agreement plus those additional costs approved in a change authorization. In cases where a change authorization is not

processed, and final payment will be made based on the final audit, the STATE will pay up to the dollar amount stated in the Agreement. If the audit reveals that the GOVERNMENT ENTITY owes the STATE money, the STATE will issue an accounts receivable invoice to recover the audit findings. However, if the STATE owes additional monies to the GOVERNMENT ENTITY; the STATE will use the audit report to increase the cost stated in the Agreement. The GOVERNMENT ENTITY, upon receipt of the final audit report will submit an invoice for the monies due. As provided by the STATE Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered the date the STATE receives the GOVERNMENT ENTITY's invoice based on the final audit.

The GOVERNMENT ENTITY shall maintain, for a minimum of 5 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 other STATE Auditors; and the GOVERNMENT ENTITY agrees to cooperate fully with any 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 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.

7. The GOVERNMENT ENTITY's work herein contemplated shall be subject to all appropriate Federal and State laws, rules, regulations, orders and approvals pertaining to all Agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general, as well as all those pertaining to nondiscrimination and equal employment opportunity.

8. GOVERNMENT ENTITY work covered by this Agreement shall not be performed without written authorization to proceed from the STATE'S District Office, Collinsville, Illinois. Any work performed prior to this authorization is considered non-reimbursable and will be the sole liability of the GOVERNMENT ENTITY.

9. Upon authorization to proceed, the GOVERNMENT ENTITY will commence its work without delay and proceed to completion expeditiously so as not to adversely impact the STATE'S PROJECT.

10. The estimated number of working days required by the GOVERNMENT ENTITY to complete the work covered under this Agreement is 90 (ninety), and the estimated completion date is June 1, 2009.

11. The GOVERNMENT ENTITY's work shall be accomplished by the most cost effective means available.

If, at the time of authorization, the GOVERNMENT ENTITY is unable to perform the required work with its own forces, the STATE approves the use of contract forces to carry out the work herein agreed to.

Contract work not performed under a continuing contract of the GOVERNMENT ENTITY, shall be let by competitive bidding and the contract awarded to the lowest qualified bidder. The STATE shall be advised of the selection.

12. At the time this Agreement was executed, there were funds available for the PROJECT; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the PROJECT.

13. This Agreement is a utility adjustment contract and is not required to contain the certification requirements concerning interference with public contracting (720 ILCS 5/33E-1).

14. The GOVERNMENT ENTITY hereby certifies that it is not in violation of the laws concerning bribery (30 ILCS 500/50-5) and is not barred from contracting with the State of Illinois.

15. The GOVERNMENT ENTITY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

16. The GOVERNMENT ENTITY shall indemnify and save harmless the STATE, its officers, agents, employees and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work on the utility adjustment, which may arise in connection with the work to be performed by the GOVERNMENT ENTITY or any contractor it may hire pursuant to this Agreement. The GOVERNMENT ENTITY shall not be obligated to indemnify and save harmless the STATE from liability for injury or death proximately caused by negligence of an employee, agent or servant of the STATE.

17. The GOVERNMENT ENTITY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use tax on all sales of tangible property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The GOVERNMENT ENTITY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the GOVERNMENT ENTITY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

18. Under penalties of perjury, the GOVERNMENT ENTITY certifies that its correct Federal Taxpayer Identification Number is 37-6001633, and the GOVERNMENT ENTITY is doing business as a GOVERNMENT ENTITY whose mailing address is 208 South Rapp Avenue, Columbia, IL 62236 .

GOVERNMENT ENTITY: CITY OF COLUMBIA

Accepted By: _____

Typed name: Kevin B. Hutchinson

Typed title: Mayor

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____
Christine M. Reed, P.E.
Director – Division of Highways
Chief Engineer

By: _____
Milton R. Sees, P.E.
Secretary

Date: _____

Date: _____

Exhibit No. 1

Estimated Project Cost for Relocation of
the 12-inch DIP Route 158 Water Main

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	LS	\$5,500	\$5,500
2.	Clearing and Grubbing	LS	\$2,500	\$2,500
3.	* 12" DIP Water Main	1780 LF	\$68	\$121,040
4.	12" x 12" Tapping Sleeve 12" Tapping Valve and Box	2 Ea.	\$6,000	\$12,000
5.	Cut and Cap Exist. 12" DIP Water Main	2 Ea.	\$2,500	\$5,000
6.	Excavation and Removal of 12" DIP Water Main	130 LF	\$40	<u>\$5,200</u>
			Construction Total	\$151,240
			Survey and Easement Plat Preparation	\$4,650
			Legal and Administrative	\$10,000
			** Cost of Easements	\$26,700
			*** Not to Exceed Engineering Fees	<u>\$20,900</u>
			Total Project	\$213,490

* Unit price assumes that rock excavation will not be required.

round TO

** Cost based on 17,800 square feet of easements at \$1.50 per square foot.

\$ 215,000

*** Cost includes design phase services, bidding phase services, and construction administration services.

GENERAL PROVISIONS FOR UTILITY ADJUSTMENT AGREEMENTS

This utility adjustment shall be performed with Federal-Aid Policy Guide Part 645A issued by the United States Department of Transportation Federal Highway Administration on December 9, 1991.

1. In the event this adjustment is caused by the construction of the National System of Interstate and Defense Highways or Supplemental Freeway System, it is understood that the utility at no time will perform any normal maintenance on the utility facilities from the through traffic lanes or shoulders of the Interstate or Supplemental Freeway Route or any ramps or shoulders leading thereto. Proper maintenance procedures to be used in cases of emergency are to be obtained from the District Engineer of the State Department of transportation.
2. In the event any of this utility adjustment work is performed by other than company forces, the requirements of the Prevailing Wage Act approved June 25, 1941 and all amendments thereto shall prevail.
3. In the event the utility company does not perform the relocation work with its own forces, i.e., where the utility company enters into a contract or agreement with the construction Contractor, or similar party, to perform such relocation work, the utility company shall include the clauses which follow and is made a part of this agreement in its contract, or agreement, with the Contractor. Appendix A requires that the utility company will not discriminate, in its choice of Contractor and that its Contractor will not discriminate in the choice of subcontractors, including procurement of materials and leases of equipment.

CONTRACTOR DISADVANTAGED BUSINESS ASSURANCE

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

NOTICE TO CONTRACTORS COMPLIANCE WITH THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance and Regulation:** The Contractor will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it, after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations of Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanction for Non-compliance:** In the event of the Contractor's non-compliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraph 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENT FOR REIMBURSABLE UTILITY ADJUSTMENT

Route	FAP 809	Agreement No.	UT-809-005
Section	(133,134)RS-4,135RS-5	Contract No.	76408
County	St. Clair, Monroe	Job No.	C-98-004-06

THIS AGREEMENT, entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the STATE; and City of Columbia, hereinafter referred to as the "GOVERNMENT ENTITY",

WITNESSETH

WHEREAS, in the interest of public safety and convenience, the STATE is desirous of improving FAP Route 809, marked IL Route 158 from .7 miles east of IL Route 3 to M&O Station Rd in Millstadt., hereinafter referred to as PROJECT, by making certain improvements which include: widening and resurfacing; and

WHEREAS, the STATE has determined that certain adjustments must be made to a portion(s) of the GOVERNMENT ENTITY's existing facility located within the limits of and necessitated by the PROJECT, including the removal of approximately 130 linear feet of 12" ductile iron pipe and abandon approximately 1400 linear feet of 12" ductile iron pipe water main and installation of approximately 1780 linear feet of 12" ductile iron pipe water main and associated equipment; and

WHEREAS, the GOVERNMENT ENTITY has documented that its right to occupy property in the area of required adjustments precedes those of the STATE and the costs associated with said adjustments are reimbursable in accordance with STATE policy; and

WHEREAS, the GOVERNMENT ENTITY desires to cooperate with the STATE in the adjustment of said facility.

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

1. All aspects of this utility adjustment shall be in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645A&B (23 CFR 645A&B).
2. This Agreement is subject to all terms contained in the "General Provisions for Utility Adjustment Agreements" attached hereto and made a part hereof, and all terms contained in the "State Required Ethical Standards Governing Procurement" attached hereto as Attachment A and made a part hereof.
3. All GOVERNMENT ENTITY facilities to be relocated upon STATE right of way will be in accordance with the "Accommodation of Utilities on Right of Way of the Illinois State Highway System" (92 ILL. ADM. CODE 530) and the GOVERNMENT ENTITY will obtain from the STATE an approved permit prior to starting any work.

4. The plans, specifications and estimates as submitted for the adjusted facility are approved and no changes to these plans, specifications and estimates shall be made by the GOVERNMENT ENTITY without the written consent of the STATE.

5. The total estimated cost of adjustments to the GOVERNMENT ENTITY's facilities, as hereinabove described, is \$215,000 as shown on the detailed estimate of cost attached hereto and made a part hereof. The proportionate shares of this cost are as follows:

STATE Liability	100% = \$ 215,000
GOVERNMENT ENTITY Liability (Betterment)	0% = \$ 0
GOVERNMENT ENTITY Liability (other than Betterment)	<u>0% = \$ 0</u>
TOTAL	100% \$ 215,000

Reimbursement for the cost of STATE's liability will be an Actual Cost.

6. Unless this Agreement provides for one lump-sum invoice at the conclusion of the work, the GOVERNMENT ENTITY may submit progress billings for costs incurred. Progress billings may be submitted at intervals not less than monthly. These progressive invoices shall not be for amounts less than five hundred dollars (\$500.00) and may be based on an estimated percentage of the work completed. The GOVERNMENT ENTITY shall provide a final and complete billing of all costs incurred, or of the agreed lump-sum, within 60 days after completion of the work. Progress and final billings will be paid after acceptance by the STATE. (Acceptance is the determination that the terms of the Agreement have been met and that the work covered by the billing is complete and acceptable). All billings in excess of estimated costs are subject to verification and acceptance. Excess billings based upon or caused by GOVERNMENT ENTITY deviation from the approved plans, specifications and estimates made without the prior written approval, as provided in this Agreement, may not be accepted. Notwithstanding written approval of changes to the approved plans, specifications and estimates as provided, any billings in excess of the estimated costs shown in Section 5 are subject to a change authorization approval and shall not be deemed accepted until approved by the Engineer of Design and Environment. As provided by the STATE Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered to be the date of the change authorization approval.

If the parties hereto have agreed to Lump Sum Basis Reimbursement in Section 5, the STATE, upon acceptance of the final bill (to be submitted in sets of four) and verification of the completed work, shall pay to the GOVERNMENT ENTITY 100% of the amount agreed upon as STATE liability in Section 5 above less any previous partial payments.

This Agreement is subject to audit. In the event of an audit, the final costs between the GOVERNMENT ENTITY and STATE shall be based upon the audit findings. Prior to the completion of the audit, the payment obligation of the STATE shall be limited to the estimated cost stated in this Agreement plus those additional costs approved in a change authorization. In cases where a change authorization is not

processed, and final payment will be made based on the final audit, the STATE will pay up to the dollar amount stated in the Agreement. If the audit reveals that the GOVERNMENT ENTITY owes the STATE money, the STATE will issue an accounts receivable invoice to recover the audit findings. However, if the STATE owes additional monies to the GOVERNMENT ENTITY; the STATE will use the audit report to increase the cost stated in the Agreement. The GOVERNMENT ENTITY, upon receipt of the final audit report will submit an invoice for the monies due. As provided by the STATE Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered the date the STATE receives the GOVERNMENT ENTITY's invoice based on the final audit.

The GOVERNMENT ENTITY shall maintain, for a minimum of 5 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 other STATE Auditors; and the GOVERNMENT ENTITY agrees to cooperate fully with any 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 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.

7. The GOVERNMENT ENTITY's work herein contemplated shall be subject to all appropriate Federal and State laws, rules, regulations, orders and approvals pertaining to all Agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general, as well as all those pertaining to nondiscrimination and equal employment opportunity.

8. GOVERNMENT ENTITY work covered by this Agreement shall not be performed without written authorization to proceed from the STATE'S District Office, Collinsville, Illinois. Any work performed prior to this authorization is considered non-reimbursable and will be the sole liability of the GOVERNMENT ENTITY.

9. Upon authorization to proceed, the GOVERNMENT ENTITY will commence its work without delay and proceed to completion expeditiously so as not to adversely impact the STATE'S PROJECT.

10. The estimated number of working days required by the GOVERNMENT ENTITY to complete the work covered under this Agreement is 90 (ninety), and the estimated completion date is June 1, 2009.

11. The GOVERNMENT ENTITY's work shall be accomplished by the most cost effective means available.

If, at the time of authorization, the GOVERNMENT ENTITY is unable to perform the required work with its own forces, the STATE approves the use of contract forces to carry out the work herein agreed to.

Contract work not performed under a continuing contract of the GOVERNMENT ENTITY, shall be let by competitive bidding and the contract awarded to the lowest qualified bidder. The STATE shall be advised of the selection.

12. At the time this Agreement was executed, there were funds available for the PROJECT; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the PROJECT.

13. This Agreement is a utility adjustment contract and is not required to contain the certification requirements concerning interference with public contracting (720 ILCS 5/33E-1).

14. The GOVERNMENT ENTITY hereby certifies that it is not in violation of the laws concerning bribery (30 ILCS 500/50-5) and is not barred from contracting with the State of Illinois.


15. The GOVERNMENT ENTITY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

16. The GOVERNMENT ENTITY shall indemnify and save harmless the STATE, its officers, agents, employees and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work on the utility adjustment, which may arise in connection with the work to be performed by the GOVERNMENT ENTITY or any contractor it may hire pursuant to this Agreement. The GOVERNMENT ENTITY shall not be obligated to indemnify and save harmless the STATE from liability for injury or death proximately caused by negligence of an employee, agent or servant of the STATE.

17. The GOVERNMENT ENTITY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use tax on all sales of tangible property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The GOVERNMENT ENTITY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the GOVERNMENT ENTITY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

18. Under penalties of perjury, the GOVERNMENT ENTITY certifies that its correct Federal Taxpayer Identification Number is 37-6001633, and the GOVERNMENT ENTITY is doing business as a GOVERNMENT ENTITY whose mailing address is 208 South Rapp Avenue, Columbia, IL 62236 .

GOVERNMENT ENTITY: CITY OF COLUMBIA

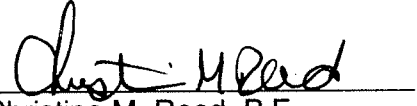
Accepted By: 

Typed name: Kevin B. Hutchinson


Typed title: Mayor

Date: 10-31-08

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: 
Christine M. Reed, P.E.
Director - Division of Highways
Chief Engineer

Date: 11/17/08

By: 
Milton R. Sees, P.E.
Secretary

Date: 11/17/08

Exhibit No. 1

**Estimated Project Cost for Relocation of
the 12-inch DIP Route 158 Water Main**

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Mobilization	LS	\$5,500	\$5,500
2.	Clearing and Grubbing	LS	\$2,500	\$2,500
3.	* 12" DIP Water Main	1780 LF	\$68	\$121,040
4.	12" x 12" Tapping Sleeve 12" Tapping Valve and Box	2 Ea.	\$6,000	\$12,000
5.	Cut and Cap Exist. 12" DIP Water Main	2 Ea.	\$2,500	\$5,000
6.	Excavation and Removal of 12" DIP Water Main	130 LF	\$40	<u>\$5,200</u>
			Construction Total	\$151,240
			Survey and Easement Plat Preparation	\$4,650
			Legal and Administrative	\$10,000
			** Cost of Easements	\$26,700
			*** Not to Exceed Engineering Fees	<u>\$20,900</u>
			Total Project	\$213,490

* Unit price assumes that rock excavation will not be required.

round to

** Cost based on 17,800 square feet of easements at \$1.50 per square foot.

\$ 215,000

*** Cost includes design phase services, bidding phase services, and construction administration services.

GENERAL PROVISIONS FOR UTILITY ADJUSTMENT AGREEMENTS

This utility adjustment shall be performed with Federal-Aid Policy Guide Part 645A issued by the United States Department of Transportation Federal Highway Administration on December 9, 1991.

1. In the event this adjustment is caused by the construction of the National System of Interstate and Defense Highways or Supplemental Freeway System, it is understood that the utility at no time will perform any normal maintenance on the utility facilities from the through traffic lanes or shoulders of the Interstate or Supplemental Freeway Route or any ramps or shoulders leading thereto. Proper maintenance procedures to be used in cases of emergency are to be obtained from the District Engineer of the State Department of transportation.
2. In the event any of this utility adjustment work is performed by other than company forces, the requirements of the Prevailing Wage Act approved June 25, 1941 and all amendments thereto shall prevail.
3. In the event the utility company does not perform the relocation work with its own forces, i.e., where the utility company enters into a contract or agreement with the construction Contractor, or similar party, to perform such relocation work, the utility company shall include the clauses which follow and is made a part of this agreement in its contract, or agreement, with the Contractor. Appendix A requires that the utility company will not discriminate, in its choice of Contractor and that its Contractor will not discriminate in the choice of subcontractors, including procurement of materials and leases of equipment.

CONTRACTOR DISADVANTAGED BUSINESS ASSURANCE

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

NOTICE TO CONTRACTORS COMPLIANCE WITH THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance and Regulation: The Contractor will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it, after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations of Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highways Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanction for Non-compliance: In the event of the Contractor's non-compliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.