
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2025-006**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A JOINT FUNDING AGREEMENT FOR
FEDERALLY FUNDED PE/ROW BETWEEN THE CITY AND
THE STATE OF ILLINOIS, ACTING BY AND THROUGH ITS
DEPARTMENT OF TRANSPORTATION FOR WESTERN
AVENUE STREETScape PROJECT
127TH STREET TO GROVE STREET**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
NANCY RITA, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
THEODORE "TEDDY" RUTHENBERG
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2025-006

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED
PE/ROW BETWEEN THE CITY AND THE STATE OF ILLINOIS, ACTING BY AND
THROUGH ITS DEPARTMENT OF TRANSPORTATION FOR WESTERN AVENUE
STREETSCAPE PROJECT
127TH STREET TO GROVE STREET**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City of Blue Island desires to improve the Western Avenue streetscape from 127th Street to Grove Street by constructing new sidewalks, ADA compliant intersection crossings, pedestrian friendly improvements, improved lighting, and bike racks and benches at bus stops; and

WHEREAS, the above stated improvement will necessitate the use of funding provided by the Illinois Department of Transportation (“IDOT”) and the City; and

WHEREAS, the use of these funds requires a Joint Funding Agreement (“Agreement”) with IDOT and a resolution relating to the same, copies of which are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Agreement requires matching funds; and

WHEREAS, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City

of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Mayor and Aldermen of the City hereby appropriate as much as may be needed to match the required funding to complete the proposed improvement from the Business District fund, TIF 5/Uptown TIF, and the General Fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 3. The officials and officers of the City are hereby authorized to execute the Agreement with IDOT and the Resolution relating to the same, which are attached hereto and made a part hereof as Exhibit A, for the above-mentioned project with such necessary non-material changes as may be authorized by the Mayor and City Attorney.

Section 4. This resolution will also be attached to the paperwork submitted to IDOT.

Section 5. The City Clerk or Deputy City Administrator is directed to transmit 3 (three) copies of the Agreement and both Resolutions to IDOT District 1 Bureau of Local Roads and Streets.

Section 6. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 28TH day of JANUARY, 2025, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON			X		
Alderman MONTOYA	X				
Alderman RUTHENBERG	X				
Alderman FAHRENWALD	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on JANUARY 28, 2025.

FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
28TH day of JANUARY, 2025.

RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED PE/ROW BETWEEN THE CITY AND THE STATE OF ILLINOIS, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION FOR WESTERN AVENUE STREETScape PROJECT 127TH STREET TO GROVE STREET.**

RESOLUTION NO. 2025-0006 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **28TH of January, 2025**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **28th** day of **January, 2025**.

CORPORATE SEAL



City Clerk

Exhibit A
Agreement, Resolution
(see attached)



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Blue Island	Cook	25-00175-00-PV	
Project Number	Contact Name	Phone Number	Email
	Michael Schroeder	(708) 597-8604	mschroeder@cityofblueisland.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Western Avenue			
Location Termini			Add Location
127th Street to Grove Avenue			Remove Location

Project Description

The Western Avenue Improvement Project will improve approximately 0.56 miles of the corridor, from immediately north of 127th Street to immediately south of Grove Avenue. Side streets will be improved to approximately 25' past curb radii.

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Christopher B. Burke Eng., Ltd.	Bryan Luke	(847) 823-0500	bluke@cbbel.com
Address	City	State	Zip Code
9575 W. Higgins Road, Suite 600	Rosemont	IL	60018

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer 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 LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum
 Specific Rate
 Cost plus Fixed Fee:

Anniversary

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Eng., Ltd.	36-3468939	\$327,630.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Hitchcock Design Group	36-3059328	\$55,767.00
Subconsultant Total		\$55,767.00
Prime Consultant Total		\$327,630.00
Total for all work		\$383,397.00

AGREEMENT SIGNATURES

Executed by the LPA:

The of

Attest:

By (Signature & Date)

By (Signature & Date)





Name of Local Public Agency Local Public Agency Type

Title

Clerk

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

Title

By (Signature & Date)

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Blue Island	Christopher B. Burke Eng., Ltd.	Cook	25-00175-00-PV

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

TASK 1. KICK-OFF MEETING

After authorization to proceed, CBBEL will schedule kickoff meetings with the City and IDOT to confirm scope, schedule, and processing, and collect and review all base project data required for completion of Phase I Engineering. CBBEL intends to complete Phase I Engineering within 11 months. At this time, it is anticipated that right-of-way acquisition will not be required. Based on the Kick-Off Meeting, IDOT has agreed to a State Approved Categorical Exclusion (BLR 22211).

TASK 2. DATA COLLECTION/SURVEY

CBBEL will visit the site, survey existing trees (species/size/condition), set horizontal/vertical control, and collect topographic survey. Our geotechnical subconsultant will collect/analyze soil borings and pavement cores. Information will be drafted in MicroStation per IDOT standards.

TASK 3. RIGHT-OF-WAY ACQUISITION SURVEYS

CBBEL will confirm if right-of-way or easements will be required.

The objective is to avoid or minimize the need for right-of-way acquisition to the extent possible, additional right-of-way acquisition may be required, and it is essential that this be determined as early as possible in the Phase I Study process for environmental review and clearance, and coordination with affected project stakeholders.

TASK 4. ENVIRONMENTAL COORDINATION AND ANALYSIS

The Phase I Engineering Study will include preparation of an Environmental Survey Request (ESR) that will be processed through IDOT as an early action item to ensure environmental clearances do not become a schedule critical issue. CBBEL has qualified staff and extensive experience completing the required field surveys and preparation of the ESR submittal to IDOT.

This will be a lead project task so that a thorough environmental review may be completed which may guide proposed improvement plan decisions. The environmental review to be completed by CBBEL and submitted to IDOT as part of the ESR process includes wetland field review, preliminary cultural resource field visit, and special waste screening. This scope assumes that IDOT will complete the Preliminary Environmental Site Assessment (PESA) as the project corridor is in IDOT ROW.

During the Phase I process CBBEL will identify permits required prior to construction and incorporate their process timeline into the project's overall schedule.

It is anticipated that there will be no impacts to adjacent Section 4(f) properties (e.g., publicly owned parks, public recreation areas, historic sites) as part of the proposed improvements. As such, Section 4(f) coordination/documentation (e.g., de minimis impact determination, temporary occupancy) is not included in this scope of services.

TASK 5. DRAINAGE AND UTILITIES

CBBEL will send out Atlas requests to all utilities listed in our JULIE Ticket request for this project. CBBEL will draft this information and incorporate it into the MicroStation existing conditions base files.

We anticipate IDOT will require a completed Location Drainage Technical Memorandum (LDTM) for the proposed improvements within the Western Avenue right-of-way. Coordination with IDOT in this regard will be a key project early action item. Regardless, sufficient drainage analysis and documentation as part of the Phase I study will be required to assess general existing and proposed drainage patterns along the corridor to ensure existing drainage patterns are maintained where appropriate and any additional stormwater runoff based on additional impervious area is appropriately addressed in accordance with Best Management Practices. This task

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Blue Island	Christopher B. Burke Eng., Ltd.	Cook	25-00175-00-PV

also includes all necessary coordination with IDOT and the City in this regard.

TASK 6. TRAFFIC STUDIES AND MANAGEMENT ANALYSIS

Based on the data collected in Task 2, CBBEL will prepare a Crash Analysis Report (CAR) for the Western Avenue project area based on the latest 5-years of crash data, which will include an evaluation of intersection related crashes and segment related crashes. The CAR will identify any overrepresented crash types, locations, or periods and make recommendations for corrective measures. This information will be available for discussion at the initial Public Information Meeting. It is assumed that due to Phase I process duration, one update of the CAR will be required since IDOT requires the latest 5-years of data to be evaluated.

CBBEL will conduct AM and PM peak hour turning movement classification counts at the 3 signalized intersections along Western Avenue (127th St, York St, and Vermont St) which will include pedestrian and bicyclist data. A Synchro/SimTraffic analysis will be completed for the signalized intersections within the project limits for existing conditions, 2050 No-Build conditions (no geometric improvements), and 2050 Build conditions (proposed improvements). With regard to proposed improvements, CBBEL will utilize Synchro/SimTraffic to evaluate alternative geometric improvements on Western Avenue at the signalized intersections and for the segments of Western Avenue in between the intersections based on year 2050 traffic. This task will include field observations during AM/PM peak to observe queuing under current conditions. The Synchro/SimTraffic models of the proposed alternatives will be calibrated using the existing queuing as a basis.

Improvements to signalized intersections are not anticipated to require IDS. If IDSs become needed, CBBEL can include this work via a supplement to this contract.

TASK 7. LIGHTING

CBBEL will work with the City to select a lighting pallet that complements the decorative pole along Western Avenue and meets City/IDOT photometrics. CBBEL will also obtain existing lighting information from the City and will perform a site visit to obtain information regarding the existing field conditions.

Based on the information collected, lighting photometric calculations will be performed for the proposed lighting. The calculations will determine the proposed lighting levels for the roadway and signalized intersections. The photometrics will be performed using the last version of AGI32 photometric software.

We understand these photometric calculations to include the following:

- Photometric calculations for each unique roadway cross section including sidewalk illuminance calculations.
- Intersection photometric calculations for each signalized intersection within the project limits.

Based on the photometric calculations and existing/proposed field conditions, a proposed light pole layout will be determined, field verified and incorporated into a preliminary set of lighting plans. We will layout the pole locations, minimizing existing tree/utility impacts. CBBEL will identify potential utility conflicts with the proposed lighting. A Preliminary lighting submittal report will be created including a project description, target lighting levels with justification, preliminary photometric calculations, cut sheets of the proposed lighting equipment and a preliminary engineer's estimate of construction cost.

Lighting improvements are not anticipated to extend past project limits. If lighting improvements past project limits become needed, CBBEL can include this work via a supplement to this contract.

TASK 8. COORDINATION

Close coordination with project stakeholders will be essential to build consensus on the proposed plan and to keep them informed on the project timeline. The CBBEL team has extensive experience with facilitating various types of stakeholder coordination activities, as well as preparing interactive Public Information Meeting, both in person and virtual as required. Based on the meeting with IDOT, CBBEL will complete the necessary stakeholder involvement and meetings with the City, however, meetings with individual affected property owners

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Blue Island	Christopher B. Burke Eng., Ltd.	Cook	25-00175-00-PV

and a Public Information Meeting near the conclusion of Phase I Engineering will be provided at a minimum.

CBBEL will prepare exhibits/materials for, attend, host, and summarize meetings with the City, Stakeholders, and with IDOT. CBBEL will lead the efforts for a Public Information Meeting.

TASK 9. ALTERNATES STUDY

CBBEL will walk the entire project length, noting utilities, steep driveways/parkways, existing drainage, parking/loading/turnbays locations, addressing ways to eliminate the existing double curb and other features.

Photographs will be taken to document our findings. This information, along with the topographic survey, will be used to develop alternates for the placement of the bumpouts, crosswalks, and other traffic calming/aesthetic elements. CBBEL will prepare a technical memorandum that outlines our findings and recommendations. The memorandum will be revised, as necessary, following a meeting with the City.

TASK 10. PREPARATION OF DESIGN DOCUMENTS

It is anticipated IDOT will process this project as a CE I with Report (BLR 22211). As information from other Tasks becomes available, CBBEL will update design documents.

The following are Document Milestones.

- Draft Concept Plan, Schedule, and Order-of-Magnitude Cost Estimate.
- Final Concept Plan (Phase I Engineering Drawings), Schedule, Construction Sequencing, and Order-of-Magnitude Cost Estimate, Autoturns, Photometrics.
- Draft Phase I Report.
- Final Phase I Report.

TASK 11. PROJECT METRICS / QA/QC

We will review all submittals and documents against the Project's goals. To ensure Bid Documents will match the Approved Phase I Report our Phase I design process includes constructability input/review by our Construction Department and design effort by our Phase II Staff.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Blue Island	Christopher B. Burke Eng., Ltd.	Cook	25-00175-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

<p>April 1, 2025 - NTP November 1, 2025 - Submit Draft PDR March 1, 2026 - PDR Approval April 2026 - PEII NTP July 2026 - Pre-Final Plans Submitted September 2026 - Final Plans Submitted December 2026 - IDOT Letter March 2027 - October 2028 - Construction</p>
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Blue Island	Christopher B. Burke Eng., Ltd.	Cook	25-00175-00-PV

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	30%
Similar Project Experience	20%
Project Team/Staff Capabilities	20%
Overall Completeness of Submittal	15%
Workload	15%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	<input style="width: 100%; height: 20px;" type="text"/>
2	<input style="width: 100%; height: 20px;" type="text"/>
3	<input style="width: 100%; height: 20px;" type="text"/>

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Blue Island	Christopher B. Burke Eng., Ltd.	Cook	25-00175-00-PV
16 LPA is a home rule community (Exempt from QBS).			<input checked="" type="checkbox"/> <input type="checkbox"/>

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



Local Public Agency **County** **Section Number**
Prime Consultant (Firm) Name **Prepared By** **Date**
Consultant / Subconsultant Name **Job Number**

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Western Av Pedestrian Improvements (127th St to Grove Av)

PAYROLL ESCALATION TABLE

CONTRACT TERM	<input type="text" value="12"/> MONTHS	OVERHEAD RATE	<input type="text" value="138.65%"/>
START DATE	<input type="text" value="10/31/2025"/>	COMPLEXITY FACTOR	<input type="text" value="2.00%"/>
RAISE DATE	<input type="text" value="1/1/2026"/>	% OF RAISE	<input type="text" value="2.00%"/>
END DATE	<input type="text" value="10/30/2026"/>		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	10/31/2025	1/1/2026	2	16.67%	
1	1/2/2026	11/1/2026	10	85.00%	

Local Public Agency	County	Section Number
City of Blue Island	Cook	25-00175-00-PV
Consultant / Subconsultant Name		Job Number
Christopher B. Burke Engineering, Ltd.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.67%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$83.06	\$84.44
Engineer V	\$72.37	\$73.58
Engineer IV	\$59.40	\$60.39
Engineer III	\$45.29	\$46.04
Engineer I/II	\$37.53	\$38.16
Survey V	\$86.00	\$86.00
Survey IV	\$79.30	\$80.62
Survey III	\$68.82	\$69.97
Survey II	\$56.50	\$57.44
Survey I	\$40.63	\$41.31
Engineering Technician V	\$71.00	\$72.18
Engineering Technician IV	\$55.23	\$56.15
Engineering Technician III	\$46.30	\$47.07
Engineering Technician I/II	\$34.50	\$35.08
CAD Manager	\$73.26	\$74.48
CAD Technician II	\$54.39	\$55.30
GIS Specialist III	\$61.00	\$62.02
Landscape Architect II	\$69.00	\$70.15
Landscape Designer I/II	\$31.50	\$32.03
Environmental Resource Specialist V	\$75.93	\$77.20
Environmental Resource Specialist IV	\$63.80	\$64.86
Environmental Resource Specialist III	\$42.33	\$43.04
Environmental Resource Specialist I/II	\$31.67	\$32.20
Environmental Resource Technician	\$46.80	\$47.58
Business Operations Department	\$59.42	\$60.41

Local Public Agency

City of Blue Island

County

Cook

Section Number

25-00175-00-PV

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	500	\$0.70	\$350.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	1	\$150.00	\$150.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1	\$250.00	\$250.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)	1	\$200.00	\$200.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1	\$440.00	\$440.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
Traffic counting equipment		1	\$550.00	\$550.00
				\$0.00
				\$0.00

TOTAL DIRECT COSTS: \$1,940.00

Local Public Agency

City of Blue Island

County

Cook

Section Number

25-00175-00-PV

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1 - Kick-off Meeting			Task 2 - Data Collection/Survey			Task 3 - Right of way Acquisition Surveys			Task 4 - Environmental Assessments			Task 5 - Drainage and Utilities		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.44	76.0	3.56%	3.00	2	7.14%	6.03	2	0.36%	0.30			8	4.65%	3.93	2	1.13%	0.95	
Engineer V	73.58	292.0	13.67%	10.06	6	21.43%	15.77	9	1.62%	1.19	3	6.38%	4.70	4	2.33%	1.71	44	24.86%	18.29
Engineer IV	60.39	300.0	14.04%	8.48	12	42.86%	25.88	50	8.98%	5.42	14	29.79%	17.99	20	11.63%	7.02	72	40.68%	24.57
Engineer III	46.04	493.0	23.08%	10.63	8	28.57%	13.16				30	63.83%	29.39				35	19.77%	9.10
Engineer I/II	38.16	265.0	12.41%	4.73															
Survey V	86.00	16.0	0.75%	0.64				16	2.87%	2.47									
Survey IV	80.62	40.0	1.87%	1.51				40	7.18%	5.79									
Survey III	69.97	0.0																	
Survey II	57.44	186.0	8.71%	5.00				186	33.39%	19.18									
Survey I	41.31	186.0	8.71%	3.60				186	33.39%	13.79									
Engineering Technician V	72.18	0.0																	
Engineering Technician IV	56.15	0.0																	
Engineering Technician III	47.07	0.0																	
Engineering Technician I/II	35.08	0.0																	
CAD Manager	74.48	102.0	4.78%	3.56				60	10.77%	8.02							24	13.56%	10.10
CAD Technician II	55.30	0.0																	
GIS Specialist III	62.02	8.0	0.37%	0.23				8	1.44%	0.89									
Landscape Architect II	70.15	32.0	1.50%	1.05															
Landscape Designer I/II	32.03	0.0																	
Environmental Resource S	77.20	20.0	0.94%	0.72									20	11.63%	8.98				
Environmental Resource S	64.86	48.0	2.25%	1.46									48	27.91%	18.10				
Environmental Resource S	43.04	72.0	3.37%	1.45									72	41.86%	18.01				
Environmental Resource S	32.20	0.0																	
Environmental Resource T	47.58	0.0																	
Business Operations Depa	60.41	0.0																	
		0.0																	
TOTALS		2136.0	100%	\$56.13	28.0	100.00%	\$60.84	557.0	100%	\$57.06	47.0	100%	\$52.08	172.0	100%	\$57.75	177.0	100%	\$63.01

Local Public Agency

City of Blue Island

County

Cook

Section Number

25-00175-00-PV

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6 - Traffic Studies and Management Analysis			Task 7 - Lighting			Task 8 - Coordination			Task 9 - Alternates Study			Task 10 - Landscape Architecture			Task 11 - Preparation of Phase I Report		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.44	14	8.86%	7.48	2	1.65%	1.40	16	8.89%	7.51	12	3.00%	2.53				6	4.62%	3.90
Engineer V	73.58	4	2.53%	1.86	30	24.79%	18.24	84	46.67%	34.34	24	6.00%	4.41				22	16.92%	12.45
Engineer IV	60.39										84	21.00%	12.68						
Engineer III	46.04	80	50.63%	23.31	44	36.36%	16.74	80	44.44%	20.46	160	40.00%	18.42				44	33.85%	15.58
Engineer I/II	38.16	60	37.97%	14.49	45	37.19%	14.19				120	30.00%	11.45				40	30.77%	11.74
Survey V	86.00																		
Survey IV	80.62																		
Survey III	69.97																		
Survey II	57.44																		
Survey I	41.31																		
Engineering Technician V	72.18																		
Engineering Technician IV	56.15																		
Engineering Technician III	47.07																		
Engineering Technician I/II	35.08																		
CAD Manager	74.48																18	13.85%	10.31
CAD Technician II	55.30																		
GIS Specialist III	62.02																		
Landscape Architect II	70.15																32	69.57%	48.80
Landscape Designer I/II	32.03																		
Environmental Resource Spe	77.20																		
Environmental Resource Spe	64.86																		
Environmental Resource Spe	43.04																		
Environmental Resource Spe	32.20																		
Environmental Resource Tec	47.58																		
Business Operations Departm	60.41																		
TOTALS		158.0	100%	\$47.15	121.0	100%	\$50.57	180.0	100%	\$62.31	400.0	100%	\$49.49	46.0	100%	\$64.01	130.0	100%	\$53.99

Local Public Agency
City of Blue Island

County
Cook

Section Number
25-00175-00-PV

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 12 - Project Metrics/QA/QC														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	84.44	12	10.00%	8.44												
Engineer V	73.58	60	50.00%	36.79												
Engineer IV	60.39	48	40.00%	24.16												
Engineer III	46.04															
Engineer I/II	38.16															
Survey V	86.00															
Survey IV	80.62															
Survey III	69.97															
Survey II	57.44															
Survey I	41.31															
Engineering Technician V	72.18															
Engineering Technician IV	56.15															
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Engineering Technician I/II	35.08															
CAD Manager	74.48															
CAD Technician II	55.30															
GIS Specialist III	62.02															
Landscape Architect II	70.15															
Landscape Designer I/II	32.03															
Environmental Resource Spe	77.20															
Environmental Resource Spe	64.86															
Environmental Resource Spe	43.04															
Environmental Resource Spe	32.20															
Environmental Resource Tech	47.58															
Business Operations Departm	60.41															
TOTALS		120.0	100%	\$69.39	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Blue Island	Cook	25-00175-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number

Engineering		Right-of-Way	
State Job Number	Project Number	State Job Number	Project Number

Local Administered Engineering
 Right-of-Way
 Other

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Western Avenue			To	From

Location Termini
127th Street to Grove Avenue

Current Jurisdiction	Existing Structure Number(s)	Remove

PROJECT DESCRIPTION

The Western Avenue Improvement Project will improve approximately 0.65 miles of the corridor, from immediately north of 127th Street to immediately south of Grove Avenue. Side streets will be improved to approximately 25' past curb radii.

Local Public Agency	Section Number	State Job Number	Project Number
City of Blue Island	25-00175-00-PV		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be developed by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. The project plans and specifications will specify domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and comply with federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

This Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, and any and all license requirements or professional certification provisions.

- 2.1 Compliance with Uniform Grant Rules (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Local Public Agency	Section Number	State Job Number	Project Number
City of Blue Island	25-00175-00-PV		

- b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.8 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.9 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.10 Personal Conflict of Interest - The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.11 Organizational Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.12 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally-funded program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31

Local Public Agency	Section Number	State Job Number	Project Number
City of Blue Island	25-00175-00-PV		

USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. Adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for engineering or right of way work.
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 3.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects

Local Public Agency	Section Number	State Job Number	Project Number
City of Blue Island	25-00175-00-PV		

under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, 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 **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 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 Public Agency Highway and Street Systems.
- 5.3 To retain jurisdiction of the completed improvement.
- 5.4 To maintain or cause to be maintained the completed improvement or that portion within its jurisdiction, in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.5 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.6 To regulate parking and traffic in accordance with the approved project report.
- 5.7 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.8 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.9 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To reimburse the **LPA** for federal and/or state funds on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of expenditures by the **LPA**.

SCHEDULES

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

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
City of Blue Island	25-00175-00-PV		

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Fred Bilotto

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366005798 conducting business as a Governmental Entity.

DUNS Number 11347762

UEI MMMYZ2WE2NK3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: If the LPA Signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

SCHEDULE NUMBER 3

Local Public Agency: City of Blue Island Section Number: 25-00175-00-PV County: Cook State Job Number: _____ Project Number: _____

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	<p>Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?</p> <p>What is the LPA's history with federal-aid funded transportation projects?</p> <p>Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?</p> <p>Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?</p> <p>Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?</p> <p>What is the LPA's accounting system?</p>	<p>0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years</p> <p>0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years</p> <p>0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant</p> <p>0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay</p> <p>0 points - yes; 3 points - no</p> <p>0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none</p> <p>0 points - yes; 3 points - no</p>	
Financial Controls	<p>Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?</p> <p>When was the last time a financial statement audit was conducted?</p>	<p>0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never</p>	
Audits	<p>What type of financial statement audit has the organization had conducted?</p> <p>Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?</p> <p>Have the findings been resolved?</p>	<p>0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none</p> <p>0 points - no; 3 points - yes, or no audits required</p> <p>0 points - yes or no findings; 1 point - in progress; 3 points - no</p>	

Summary of Risk	
General History of Performance	District Review Signature & Date
Financial Controls	Central Office Review Signature & Date
Audits	
Total	

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
City of Blue Island	25-00175-00-PV		

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Blue Island expend more than \$750,000 in federal funds in aggregate from all federal sources?
LPA

Yes No

2. Does the City of Blue Island anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Blue Island fiscal year?
LPA

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Blue Island performed a single audit for their previous fiscal year?
LPA

Yes No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes No

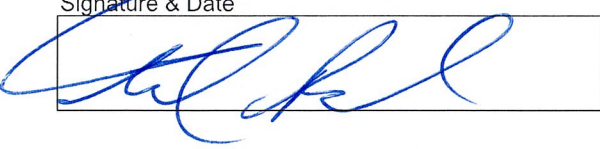
b. For the current fiscal year, does the City of Blue Island intend to comply with Subpart F of 2 CFR 200?
LPA

Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
FRED BILOTTO	MAYOR	City of Blue Island

Signature & Date



Local Public Agency City of Blue Island	Section Number 25-00175-00-PV	State Job Number	Project Number
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SCHEDULE NUMBER 5

Resolution No. 006

A Resolution for:

Section Number 25-00175-00-PV

State Job Number _____

Project Number _____

WHEREAS, the City of Blue Island is proposing to

Improve the Western Avenue Streetscape from 127th Street to Grove Street

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Mayor and City Alderman

Section 1: The City of Blue Island hereby appropriates \$76,700 or as much as may be needed to match the required funding to complete the proposed improvement from General Fund, TIF 5 and Business District and furthermore agree to pass a supplemental resolution if necessary to Local Fund Source appropriate additional funds for completion of the project.

Section 2: The Mayor is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of Blue Island is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District _____ Bureau of Local Roads and Streets.

I, Raeann Cantelo-Zylman City Clerk Clerk in and for said City of Blue Island

Blue Island in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby

certify the foregoing to be a true, perfect and complete original of a resolution adopted by Mayor and City Alderman

of Blue Island at a meeting held on January 28, 2025

of Blue Island at a meeting held on January 28, 2025

INTESTIMONY WEREOF; I have hereunto set my hand and seal, this 28th day of January, 20 25.

(SEAL)

Instructions for BLR 05310PE Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

- Local Public Agency Insert the name of the LPA
- County Insert the name of the county in which the LPA is located
- Section Number Insert the section without dashes. The dashes are automatically inserted.
- Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
- ITEP, SRTS, HSIP, Number Insert the ITEP, SRTS, HSIP number assigned to this project
- MPO Name From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:
- | | |
|----------|--|
| Bi-State | Bi-State Regional Commission |
| CMAP | Chicago Metropolitan Planning Organization |
| CUUATS | Champaign/Urbana Urban Area Transportation Study |
| DATS | Danville Area Transportation Study |
| DMATS | Dubuque |
| DSATS | DeKalb/Sycamore Area Transportation Study |
| DUATS | Decatur Urbanized Area Transportation Study |
| EWGCG | East-West Gateway Council of Governments |
| KATS | Kankakee Area Transportation Study |
| MCRPC | McLean County Regional Planning Commission |
| PPUATS | Peoria/Pekin Urban Area Transportation Study |
| RPC | Region 1 Planning Council |
| SATS | Springfield Area Transportation Study |
| SEMPO | South East Metropolitan Planning Organization |
| SIMPO | Southern Illinois Metropolitan Planning Organization |
| SLATS | State Line Area Transportation Study |
- MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"
- Engineering
- Job Number Insert the job number assigned for the engineering portion of this project.
- Project Number Insert the project number assigned to the engineering portion of the project.
- Right-of-Way
- Job Number Insert the job number assigned for Right-of-Way for the project, if applicable. The number with begin with an "R".
- Project Number Insert the project number assigned to the Right-of-Way for the project, if applicable.
- Local Administered Engineering Check this box if the LPA is administering the engineering locally.
- Right-of-Way Check this box if Right-of-Way is part of the project
- Other Check this box if work is something other than preliminary Engineering or Right-of-Way. In the field following other, insert the type of other work.

Location

- Local Street/Road Name Insert the local street/road name
- Key Route Insert the key route of the street/road listed above
- Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01
- Station
- From Insert the beginning station of the project as it pertains to the key route for this location for this project
- To Insert the ending station of the project as it pertains to the key route for this location for this project
- Location Termini Insert the beginning and ending termini as it pertains to this location for this project
- Existing Structure Number(s) Insert the existing structure number(s) for this project

Use the add location button to add additional locations if needed for up to a total of three locations. If there are more than three locations, use various.

Instructions for BLR 05310PE Page 2 of 3

Project Description

Project Description Insert a description of the work to be accomplished by this project.

For Local Let Projects

Schedules

Within the schedule table, check the box as applicable. Insert the schedule number and a short schedule description / name.

1. Division of Cost - See separate instructions for completing this page.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Risk Assessment - See separate instructions for completing these pages.
4. Attestations - See separate instructions for completing this page.
5. Resolution - The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

Within the schedule table, check each box as applicable. Items prechecked are required to be attached to this document upon submittal. Additional lines are to be used to list additional items attached to this agreement.

Agreement Signatures Execution

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number <https://sam.gov/content/duns-uei>).

Illinois Dept. of Transportation The appropriate IDOT official shall sign and date here.

Division of Cost (Schedule 2) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

Maximum STR participation 80% not to exceed \$100,000

Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work Choose the type of work from the drop-down list. Types to choose from are: Preliminary Engineering, Right-of-Way, Utilities. A blank field is provided for other types of work.

Federal Funds If federal funds are being used on this project complete the following for federal funds.

Fund Type Choose the type of federal fund type from the drop-down.

Amount Insert the amount of federal funds for the type of listed under fund type.

% Insert the percentage of federal funds for this type.

State Funds If state funds are being used on this project complete with following for state funds.

Fund Type Choose the type of state fund type from the drop-down.

Amount Insert the amount of state funds for the type of listed under fund type.

% Insert the percentage of state funds for this type.

Local Public Agency Funds

Fund Type Choose the type of LPA funds from the drop-down

Amount Insert the amount of LPA funds for the type of listed under fund type.

% Insert the percentage of LPA funds for this type.

Explanation Insert any necessary additional information as to how the funding is being applied for this project.

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

Instructions for BLR 05310PE Page 3 of 3

The LPA shall complete the risk assessment to the best of their knowledge.

District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.


The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA

Bureau of Local Roads & Streets

Printing Instructions	For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process. Orientation: <input checked="" type="radio"/> Auto <input type="radio"/> Portrait <input type="radio"/> Landscape 
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