

(Municipality Name)

**AGREEMENT OF UNDERSTANDING
FOR
MAINTENANCE AND CONSTRUCTION**

This agreement, by and between the Department of Transportation, State of Illinois, hereinafter called the **DEPARTMENT**, and _____, of the State of Illinois, hereinafter called the **MUNICIPALITY**.

WITNESSETH:

WHEREAS, the Illinois Highway Code provides that the **DEPARTMENT**, upon satisfying itself that the **MUNICIPALITY** is adequately organized, staffed, equipped and financed to discharge satisfactorily the duties and requirements of 605 ILCS 5/7-203.2, may grant a municipality permission to construct or maintain highways or sections thereof when such projects are financed in whole or in part with any funds received from the State except Federal-aid funds, without approval and supervision of the **DEPARTMENT**, providing the **MUNICIPALITY** will enter into an Agreement of Understanding with the **DEPARTMENT**, and;

WHEREAS the **MUNICIPALITY** has complied with the requirements of 605 ILCS 5/7-301, and,

WHEREAS, this agreement addresses the approval of Motor Fuel Tax, 80,000 Pound Truck Access Road, Economic Development, and any other road fund projects administered under Motor Fuel Tax policies and procedures, and;

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

THE MUNICIPALITY AGREES:

1. That it will maintain an adequate, fully staffed organization to the level this Agreement of Understanding was executed and will keep the **DEPARTMENT** currently advised of the organization and key staffing;
2. That it will affect a coordinated 12 month or 24 month construction and maintenance program in accordance with the intent of the law;
3. That it will follow the procedure set forth in 605 ILCS 5/7-203 of the Illinois Highway Code for the construction and maintenance of any highway;
4. That it will supply the **DEPARTMENT**, for record purposes, documentation listed on Attachment A within the timeframe shown, or upon the request of the **DEPARTMENT**;
5. To obtain the **DEPARTMENT'S** approval of all bridge condition reports, preliminary bridge design and hydraulic reports, plans and specifications for all bridges and culverts required by policy contained in Chapter 10 of the Bureau of Local Roads and Streets Manual;
6. To provide Form BLR 10220 asbestos certification, on bridge projects and requesting load ratings from the **DEPARTMENT** for resurfacing, of structures greater than 20 feet long measured along the centerline of the roadway;
7. To obtain all necessary permits and environmental/cultural clearances in accordance with the Bureau of Local Roads and Streets Manual and other Department policy before advertising a project for letting or performing the project with its own forces;
8. That plans for highway construction and maintenance work will be designed in accordance with the latest edition of the Bureau of Local Roads and Streets Manual and design policies adopted by the **DEPARTMENT**. Modifications and design deviations proposed by the **MUNICIPALITY** must be approved using procedures outlined in Chapter 10 of said Manual;
9. That plans and specifications for maintenance or construction will be prepared as applicable by a licensed professional/structural engineer or under his or her direct supervision. Plans shall bear the engineer's professional/structural seal as applicable;

10. To obtain the **DEPARTMENT'S** approval of plans and specifications for improvement of State highways and appurtenances thereto prior to advertising for bids;
11. To obtain the **DEPARTMENT'S** approval of all connections to the State Highway System;
12. That all right-of-way will be secured prior to advertising a project for letting, unless prior approval by the **DEPARTMENT** has been secured;
13. To advertise for bids and let contracts for maintenance or construction to the lowest responsible bidder in accordance with **DEPARTMENT** policy, or with the concurrence of the **DEPARTMENT**, do the work itself through its officers, agents and employees;
14. That it will perform or cause to be performed all construction and material inspections required on its construction and maintenance projects using the Project Procedures Guide and other procedures acceptable to the **DEPARTMENT**. The **MUNICIPALITY** will document the inspections and make said documentation available to the **DEPARTMENT** at all times;
15. That it will provide Material Certification in accordance with the applicable portions of Section 800 of the Project Procedures Guide. The **MUNICIPALITY** will certify to the Deputy Director of Highways, Region _____ Engineer that the required material testing and sampling were done for all materials incorporated in the construction or maintenance work. The **MUNICIPALITY** will further certify that for all materials, the Method of Acceptance with the appropriate Evidence of Materials Inspection is available for the **DEPARTMENT** to review. A copy of the Material Certification Letter (Attachment B) will be included with each Engineer's Final Pay Estimate (BLR 13231);
16. To withhold final payment to the contractor on construction projects involving State highways and appurtenances until written certification is received that the work has been performed in accordance with the plans and specifications and accepted by the **DEPARTMENT**. The **MUNICIPALITY** will notify the **DEPARTMENT** at least two (2) weeks prior to the final inspection on construction projects involving State highways

and appurtenances so arrangements can be made for a **DEPARTMENT**

representative to attend;

17. That it will provide the **DEPARTMENT** with the MFT Maintenance Expenditure Statement (BLR 14320) within 3 months from the end of the maintenance period;
18. That it will provide the **DEPARTMENT** with the Final Report of Improvement Constructed Under the Illinois Highway Code (BLR 13510) for project close-out, within one (1) year after the completion of the work;
19. That it will make all records available to personnel of the **DEPARTMENT** for review and/or audit for a minimum of three (3) years after project close-out and **DEPARTMENT** audit;
20. That it will submit an annual report to the **DEPARTMENT** by February 1 of each year, listing the projects undertaken, a description and limits of each project, the status of the projects, the amount and type of funds expended, and a map showing the locations of the various projects for the previous calendar year;
21. That use of Motor Fuel Tax funds other than specified in this agreement will require approval by the **DEPARTMENT**.

THE DEPARTMENT AGREES:

1. That it reserves the right to request information on any Motor Fuel Tax or General Maintenance project for review and inspection:
2. That in view of the foregoing covenants, its approval and supervision of any activities related to construction and maintenance projects and expenditures funded by Motor Fuel Tax and/or any other road funds received from the State and administered under Motor Fuel Tax policies and procedures will not be required except as hereinabove specified;
3. That it will provide off-site material inspections and testing at sources normally visited by state inspectors. The **DEPARTMENT** may perform certain construction and material inspections as agreed to by the **DEPARTMENT'S** Region _____, District

_____ Office and the **MUNICIPALITY**. If **DEPARTMENT** personnel are not available to perform these material inspections, the **MUNICIPALITY** will be responsible for providing the required inspection and documentation.

IT IS MUTUALLY AGREED:

1. That executed joint agreements between the **MUNICIPALITY** and **DEPARTMENT** will be required for all projects being funded with one or more of the following state funds;
 - A. 80,000 Pound Truck Access Road Funds.
 - B. Economic Development Funds.
 - C. Any other state funded programs being administrated under Motor Fuel Tax policies and procedures.
2. That the provisions of this agreement shall not apply to any federally-funded projects and/or state funded projects not administered under Motor Fuel Tax policies and procedures;
3. The **DEPARTMENT** may make periodic inspections of the jobsite and project file documentation, if it deems necessary, to satisfy itself that the work is being done in compliance with the plans, specifications and departmental procedures;
4. This agreement shall remain in full force and effect unless terminated by either party upon 30 days written notification, or when the undersigned municipal engineer terminates employment under such title/position with the **MUNICIPALITY**.

Executed by the **MUNICIPALITY** this _____ day of _____, 20__ .

Municipal Engineer (Print or Type)

Mayor/Village President (Print or Type)

By _____
Municipal Engineer

By _____
Mayor/Village President

Accepted:

By _____ Date: _____
District Local Roads Engineer

By _____ Date: _____
Regional Engineer

Executed by the **DEPARTMENT** this _____ day of _____, 20__

STATE OF ILLINOIS, DEPARTMENT OF
TRANSPORTATION

Director of Program Development

ATTACHMENT A

MUNICIPAL AGREEMENT OF UNDERSTANDING FOR MAINTENANCE AND CONSTRUCTION SEQUENCE OF SUBMITTALS

I. Maintenance (One Each)

- A. - Municipal Estimate of Maintenance Cost (BLR 14231)
- Resolution for Maintenance of Streets and Highways by Municipality (BLR 14230)
- Computer Data for Contractors Bulletin (BLR 12310)

Note: All three documents must be received one (1) week prior to advertisement. Motor Fuel Tax funds will be authorized upon the Municipality's request, based on these estimates, including engineering.

- B. If needed, revised and/or supplemental estimate.
- C. Municipal Maintenance Expenditure Statement (BLR 14310).

Note: Motor Fuel Tax funds will be balanced using the Maintenance Expenditure Statement.

II. Construction (Two Each)

- A. - Resolution for Improvement by Municipality Under the Illinois Highway Code (BLR 09111)
- Computer Data for Contractors Bulletin (BLR 12310)

Note: Both documents must be received prior to authorization.

- B. - (Construction) Estimate of Cost (BLR 11510)
- Contract Plans, Specifications, Contract, and Contract Bond
- Tabulation of Bids (BLR 12315)

Note: Submit within two weeks after the contract is executed. Authorization of Motor Fuel Tax funds will be based on the signed contract, including engineering.

- C. - Request for Approval of Change in Plans (BLR 13210)
- Engineer's Final Pay Estimate (BLR 13231)
- Commitment List (in accordance with Chapter 10 of the BLRS Manual)
- Material Certification Letter (Attachment B)
- Final Report, Notice of Completion and Acceptance of Improvement Constructed Under the Illinois Highway Code (BLR 13510), submitted within one (1) year of final inspection.

III. Annual Report

Annual listing of construction projects for previous calendar year submitted by February 1st of the following year, showing:

1. Project limits and description.
2. Status of project.
3. Amount and type of funds expended.
4. Map showing location of all projects.

ATTACHMENT B

_____ MUNICIPAL AGREEMENT OF UNDERSTANDING
FOR MAINTENANCE AND CONSTRUCTION
MATERIAL CERTIFICATION LETTER

Date: _____

Regional Engineer
(District Address)

RE: Agency _____

Section _____

Route _____

Contractor _____

Dear Sir/Madam:

This letter is to certify:

The results of the tests on acceptance samples indicate the materials incorporated in the construction work, and the construction operations controlled by sampling and testing were in close conformity with the approved plans and specifications.

The Method of Acceptance with the appropriate Evidence of Materials Inspection for the materials incorporated in the construction work have been retained in the project records and are available for the Department to review.

Exceptions to the plans and specifications are explained on the attached sheet.

-OR-

There are no Exceptions.

(Check the appropriate statement)

Sincerely,

By Municipal Engineer