

Local Agency	 Illinois Department of Transportation Economic Development/TARP Agreement	Job Number - Construction
City of Rochelle		C-92-127-11
Section		Job Number - Engineering
11-00109-00-PV		P-92-084-11

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Ritchie Road/Ritchie Court Route Ritchie Road Length 2700 ft.
 Number of TARP Eligible Intersections 2 Lane Miles 1.02
 Termini This project begins at the east edge of Steward Road and extends easterly (1,650 feet) on Ritchie Road to Ritchie Court and then extends north 1,050 ft.
 Current Jurisdiction Ritchie Road and Ritchie Court are the jurisdiction of the city of Rochelle

Project Description

This project includes widening of Ritchie Road along with the new construction of Ritchie Court which provides access to Nippon Sharyo USA Inc.

Division of Cost

Type of Work	EDP (1)	%	TARP (2)	LA (3)	%	Total
Participating Construction	758,000	()	60,000	758,000	()	1,576,000
Non-Participating Construction		()			()	0
Preliminary Engineering	65,200	()		65,200	()	130,400
Construction Engineering	43,280	()		43,280	()	86,560
		()			()	0
		()			()	0
		()			()	0
TOTAL	\$866,480		\$60,000	\$866,480		\$1,792,960

Note

- 1/ The STATE will reimburse the LA for eligible EDP construction and engineering costs of the project subject to a maximum of \$866,480.
- 2/ 80,000 lb Truck Access Road Program -There is available a lump sum amount of \$60,000 to be applied solely to construction costs.
- 3/ Any remaining balance shall be the responsibility of the LA in the event EDP and TARP funds are not sufficient to cover the project costs.

The STATE will pay the LA 95% of its share of the EDP construction costs upon the award of the construction contract and receipt of billing from the LA. The remaining 5% will be paid to the LA upon receipt of the final invoice. Upon award of the project and request of payment from the LA, the STATE will pay the LA its share of the TARP funds. The STATE will reimburse the LA for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and includes orders of payment by the LA. The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of the completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.

Enclosure(3)

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE as hereinafter specified.
6. This Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded June 14, 2014.
7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit D. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the PROJECT.
9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
11. The LA has entered into an economic development agreement with Nippon Sharyo USA herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the STATE for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form should be attached as "Exhibit B". The agreement between the LA and the COMPANY delineating the reporting requirements is attached as "Exhibit C"
12. It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the STATE will seek reimbursement of the Economic Development funds provided for this PROJECT from the LA. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment required in item 12 of this Agreement. Failure to submit the required employment report will be considered default on the COMPANY's commitment.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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EXHIBITS

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

Exhibit A - Location Map

Exhibit B - Employee Reporting Form

Exhibit C - Local Agency/Company Agreement

Exhibit D - 80,000 lb Truck Access Resolution

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

(Print or Type Name)

(County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

TIN Number _____

NOTE: If signature is by an APPOINTED official, a resolution said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation Date

By: _____
(Delegate's Signature) Date

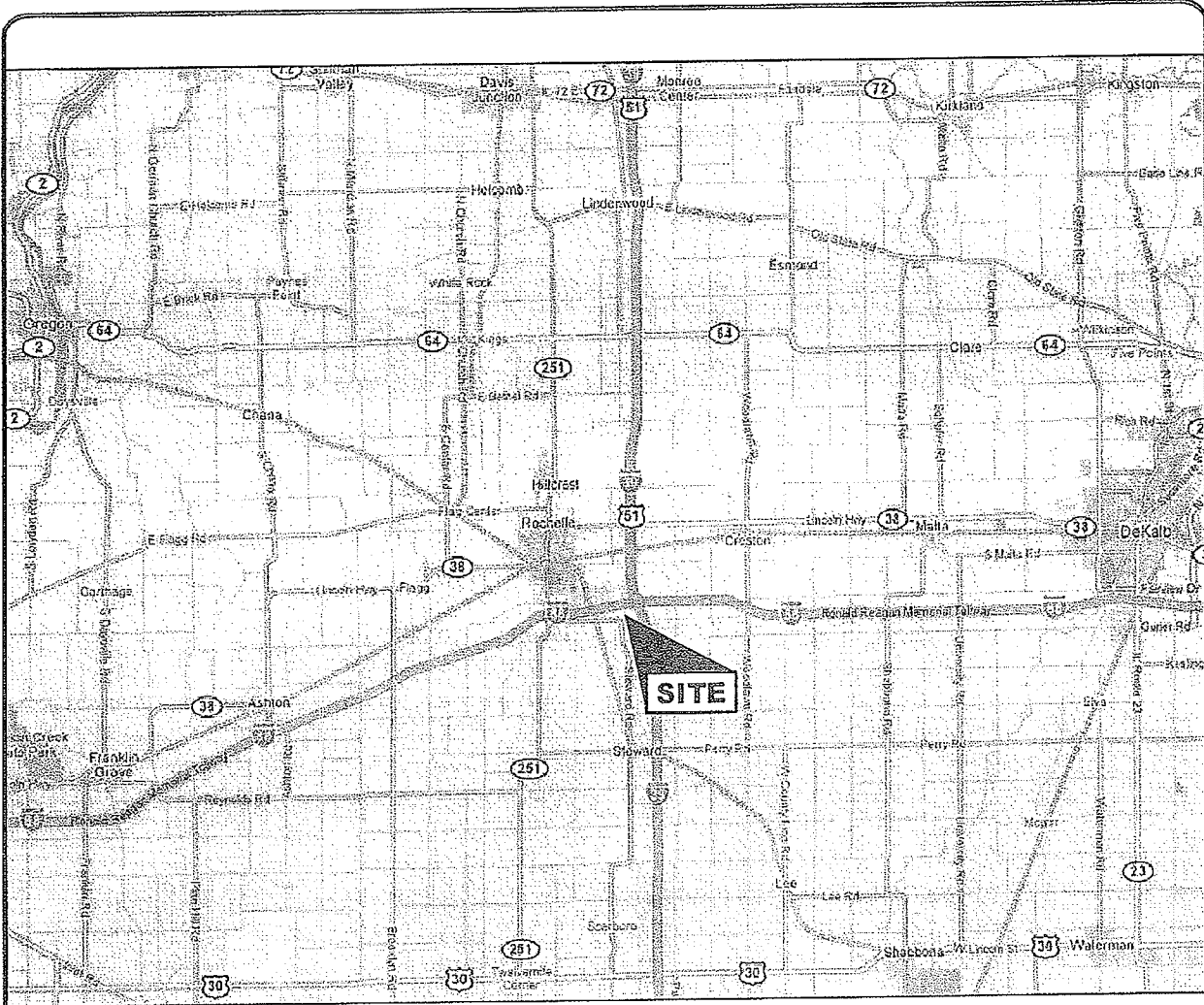
(Delegate's Name -Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Ann L. Schneider, Director of Finance and Administration Date

Local Agency City of Rochelle	Section 11-00109-00-PV
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NOT TO SCALE

NIPPON SHARYO USA, INC.
 SITE LOCATION MAP
 ROCHELLE, ILLINOIS

G:\EDPT\11\1-142A\11-142A - Site Location Exhibit.dwg, SITE

FEHR-GRAHAM & ASSOCIATES, LLC
 ENGINEERING AND SCIENCE CONSULTANTS
 FREEPORT, IL ROCKFORD, IL ROCHELLE, IL SPRINGFIELD, IL MONROE, WI
 ILLINOIS DESIGN FIRM NO. 181-003525

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EXHIBIT A



Date of Application _____

Application Tracking Number _____
(Assigned by IDOT)

COMPANY INFORMATION

Name of Company Nippon Sharyo USA, Inc.

Chief Officer or Authorized Designee Akira Koyasu

Title President

Address 2340 South Arlington Heights Road
Arlington Heights, IL 60005

Phone Number 847-228-2700

E-mail Address koyasu@nipponsharyo.com
(required)

FEIN Number 13-3107194

Standard Industrial Classification
Number (SIC #) N/A

North American Industry Classification
System (NAICS) 541910

Project Site City of Rochelle, Illinois 61068
(City and Zip Code where employees,
new or retained, are to be located.)

SPONSOR INFORMATION

Sponsor (Unit of Government) City of Rochelle

Contact Person Jason Anderson

Title Economic Development Director


Address 420 North Sixth Street
Rochelle, IL 61068

Phone Number 815-562-7595

Enclosure(4)

EMR/PTA

I, Akira Koyasu As the Chief Officer (or authorized designee of the recipient) verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that, to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of, the recipient and the Illinois Department of Transportation.



Signature

2/17/2011

Date

President

Title

Granting Body of Economic Development Program Funds: Illinois Department of Transportation
Mr. Dick Smith, Director
Office of Planning and Programming
2300 South Dirksen Parkway
Springfield, Illinois 62764

Please mail form to: Illinois Department of Transportation
Mr. Keith Sherman
Office of Planning and Programming, Rm. 307
2300 South Dirksen Parkway
Springfield, Illinois 62764
Attn: Economic Development Program
Phone (217) 782-0378