

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
AUGUST 3, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Execution of Local Agency Agreement with IDOT for the 2009 Roadway Maintenance Program	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing execution of a Local Agency Agreement between the Village of Downers Grove and the Illinois Department of Transportation (IDOT) for the 2009 Roadway Maintenance Program.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals identified *Top Quality Village Infrastructure and Facilities*.

FISCAL IMPACT

As a result of executing this Local Agency Agreement the Village will receive participating funds in the amount of \$300,000 from the State of Illinois for the 2009 Roadway Maintenance Program from the State's Emergency Repair Program.

RECOMMENDATION

Approval on the August 3, 2010 consent agenda.

BACKGROUND

Illinois Public Act 96-0004 established \$150 million for the Emergency Repair Program (ERP) for preliminary engineering, construction engineering, and contract costs for construction, extension, and improvement of state and local roads and bridges. State Senator Kirk Dillard and State Representative Patricia Bellock each recommended that the Village receive funding from this program in an amount of \$150,000, for a total of \$300,000. This funding is being applied as a reimbursement for our completed 2009 Roadway Maintenance Program.

ATTACHMENTS

IDOT- Local Agency Agreement for Federal Participation

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND THE
ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR VILLAGE-WIDE STREET PAVEMENT PATCHING**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the between the Village of Downers Grove (Local Agency; the "LA") and the Illinois Department of Transportation (the "Department") for 2009 Village-wide street pavement patching as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provision of the Agreement.
4. That all resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

Local Agency Village of Downers Grove	 Illinois Department of Transportation Local Agency/State Agreement	Job Number - Construction C-91-559-10
Section 10-00100-00-RS		Job Number - Engineering/ROW

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 Various Route _____ Length _____

Termini Various

Current Jurisdiction LA

Project Description

Street Maintenance - Patching, curb and gutter replacement, striping

Division of Cost

Type of Work	STATE	LA	Total
Participating Construction	300,000	2,680,774	2,980,774
Non-Participating Construction			0
Preliminary Engineering			0
Construction Engineering			0
Right-of-Way			0
			0
TOTAL	\$300,000	\$ 0	\$2,680,774
			\$2,980,774

Note: Maximum STATE (ERP) participation not to exceed \$300,000.

Payment Method (check one):

- Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.
- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

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 the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
 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 to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
 6. 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. The LA agrees to cooperate fully with any audit conducted 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.
 7. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
 8. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
 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. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
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Local Agency Village of Downers Grove	Section 10-00100-00-RS
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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

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

Ron Sandack

(Print or Type Name)

Mayor

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

(Signature)

Date

TIN Number

36-6005857

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(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

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