

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JULY 10, 2007 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Bid: 39 th Street Resurfacing (CIP Project ST-009)	Resolution Ordinance ✓ Motion Discussion Only	Robin A. Weaver Interim Public Works Director

SYNOPSIS

A motion is requested authorizing the execution of a contract for the 39th Street Resurfacing Project in the amount of \$328,996.35, to K-Five Construction Corporation of Lemont, Illinois.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2006-2011 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Improved Neighborhood Infrastructure Curbs, Gutters, Streets, and Sidewalks*.

FISCAL IMPACT

The approved FY07 Community Investment Program (CIP) includes \$316,000 from two sources (the Capital Fund and a Grant) for the proposed improvements:

Funding Source	Budgeted Amount	Required Amount	Difference
Capital Imp. Fund (220)	(a) \$94,800.00	\$98,698.91	\$3,898.91
STP Grant	(b) \$221,200.00	\$230,297.44	\$9,097.44
TOTAL	\$316,000.00	\$328,996.35	\$12,996.35

Notes: (a) \$12,000 previously set-aside for material testing not included in this amount
 (b) maximum grant: \$287,300

An additional \$3,898.91 will need to be allocated as part of your end budget amendments from the Capital Fund. This amount was included in the CIP status report previously transmitted to the Village Council.

RECOMMENDATION

Approval on the July 17, 2007 consent agenda.

BACKGROUND

The 39th Street Resurfacing Project was scheduled for 2007 and is part of the DuPage Mayor's and Manager's Surface Transportation Program (STP). The scope of this project includes pavement grinding and replacement, bituminous concrete binder, surface course, partial curb and gutter removal and replacement, and all other related work. It encompasses approximately one-half of a mile.

Two (2) bids for the project were received on June 18, 2007. The low bid received was from K-Five Construction Corp. of Lemont, Illinois. A detailed tabulation of bids is attached. A summary follows:

Contractor	Bid Amount
K-Five Construction	\$328,996.35 (Low Bid)
Central Blacktop	\$436,015.50

REFERENCE CHECKS:

Reference checks were performed for K-Five. They have satisfactorily completed this type of work for both the Village and the State in the past.

ATTACHMENTS

Tabulation of Bids

Capital Project Sheet

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS
39TH STREET RESURFACING
PROJECT ST-009

BID TAB

ITEM NO.	PAY ITEM	TOTAL BID QTY	UNIT	ENGINEER'S ESTIMATE		K-Five Construction Lemont, IL		Central Blacktop La Grange, IL		AVERAGE	
				UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST
21101615	Topsoil Furnish & Place, 4"	1816	SQ YD	\$2.00	\$3,632.00	\$3.10	\$5,629.60	\$9.00	\$16,344.00	\$6.05	\$10,986.80
25000400	Nitrogen Fertilizer Nutrient	23	POUND	\$1.00	\$23.00	\$1.00	\$23.00	\$15.00	\$345.00	\$8.00	\$184.00
25000500	Phosphorous Fertilizer Nutrient	23	POUND	\$1.00	\$23.00	\$1.00	\$23.00	\$15.00	\$345.00	\$8.00	\$184.00
25000600	Potassium Fertilizer Nutrient	23	POUND	\$1.00	\$23.00	\$1.00	\$23.00	\$15.00	\$345.00	\$8.00	\$184.00
25200110	Sodding, Salt Tolerant	1816	SQ YD	\$6.00	\$10,896.00	\$4.75	\$8,626.00	\$15.00	\$27,240.00	\$9.88	\$17,933.00
25200200	Supplemental Watering	15	UNIT	\$60.00	\$900.00	\$1.00	\$15.00	\$110.00	\$1,650.00	\$55.50	\$832.50
40600100	Bituminous Materials (Prime Coat)	945	GAL	\$1.00	\$945.00	\$1.30	\$1,228.50	\$2.50	\$2,362.50	\$1.90	\$1,795.50
40600300	Aggregate (Prime Coat)	19	TON	\$1.00	\$19.00	\$50.00	\$950.00	\$25.00	\$475.00	\$37.50	\$712.50
40600982	Hot-Mix Asphalt Surface Removal Butt Joint	730	SQ YD	\$5.00	\$3,650.00	\$15.00	\$10,950.00	\$15.00	\$10,950.00	\$15.00	\$10,950.00
42001300	Protective Coat	36	SQ YD	\$1.50	\$54.00	\$2.00	\$72.00	\$5.00	\$180.00	\$3.50	\$126.00
44001700	Combo Curb & Gutter Removal & Replacement	175	FOOT	\$20.00	\$3,500.00	\$35.00	\$6,125.00	\$60.00	\$10,500.00	\$47.50	\$8,312.50
44300100	Area Reflective Crack Control Treatment	9452	SQ YD	\$0.75	\$7,089.00	\$1.00	\$9,452.00	\$1.25	\$11,815.00	\$1.13	\$10,633.50
48101200	Aggregate Shoulders, Type B	250	TON	\$25.00	\$6,250.00	\$28.00	\$7,000.00	\$75.00	\$18,750.00	\$51.50	\$12,875.00
70102635	Traffic Control & Protection, Standard 701701	1	LSUM	\$12,000.00	\$12,000.00	\$100.00	\$100.00	\$15,000.00	\$15,000.00	\$7,550.00	\$7,550.00
	Traffic Control & Protection, Standard 701501	1	LSUM	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00
70300100	Short Term Pavement Markings	6200	FOOT	\$1.00	\$6,200.00	\$0.50	\$3,100.00	\$0.50	\$3,100.00	\$0.50	\$3,100.00
78000100	Thermoplastic Pavement Markings Letters & Symbols	21	SQ FT	\$2.50	\$52.50	\$4.20	\$88.20	\$3.00	\$63.00	\$3.60	\$75.60
78000200	Thermoplastic Pavement Markings Line 4"	6119	FOOT	\$0.40	\$2,447.60	\$0.65	\$3,977.35	\$1.00	\$6,119.00	\$0.83	\$5,048.18
78000400	Thermoplastic Pavement Markings Line 6"	126	FOOT	\$0.60	\$75.60	\$0.90	\$113.40	\$1.50	\$189.00	\$1.20	\$151.20

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS
39TH STREET RESURFACING
PROJECT ST-009

BID TAB

ITEM NO.	PAY ITEM	TOTAL BID QTY	UNIT	ENGINEER'S ESTIMATE		K-Five Construction Lemont, IL		Central Blacktop La Grange, IL		AVERAGE	
				UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST
78000600	Thermoplastic Pavement Markings Line 12"	48	FOOT	\$1.00	\$48.00	\$2.00	\$96.00	\$2.25	\$108.00	\$2.13	\$102.00
78000650	Thermoplastic Pavement Markings Line 24"	25	FOOT	\$2.00	\$50.00	\$5.00	\$125.00	\$5.00	\$125.00	\$5.00	\$125.00
88600600	Detector Loop Replacement	68	FOOT	\$15.00	\$1,020.00	\$29.00	\$1,972.00	\$31.00	\$2,108.00	\$30.00	\$2,040.00
40600825	Polymerized Level Binder (Machine Method), N50	408	TON	\$85.00	\$34,680.00	\$108.00	\$44,064.00	\$100.00	\$40,800.00	\$104.00	\$42,432.00
40603335	Hot-Mix Asphalt Surface Course, Mix "D", N50	1843	TON	\$60.00	\$110,580.00	\$63.00	\$116,109.00	\$55.00	\$101,365.00	\$59.00	\$108,737.00
44000158	Hot-Mix Asphalt Surface Removal, 2 1/4"	9452	SQ YD	\$2.95	\$27,883.40	\$2.40	\$22,684.80	\$3.50	\$33,082.00	\$2.95	\$27,883.40
44201713	Class D Patches, Type 1, 6"	240	SQ YD	\$50.00	\$12,000.00	\$60.00	\$14,400.00	\$75.00	\$18,000.00	\$67.50	\$16,200.00
44201717	Class D Patches, Type 2, 6"	240	SQ YD	\$50.00	\$12,000.00	\$51.00	\$12,240.00	\$65.00	\$15,600.00	\$58.00	\$13,920.00
44201721	Class D Patches, Type 3, 6"	240	SQ YD	\$50.00	\$12,000.00	\$38.00	\$9,120.00	\$55.00	\$13,200.00	\$46.50	\$11,160.00
44201723	Class D Patches, Type 4, 6"	225	SQ YD	\$50.00	\$11,250.00	\$38.00	\$8,550.00	\$45.00	\$10,125.00	\$41.50	\$9,337.50
XX003435	PCC Driveway Removal & Replacement	7	SQ YD	\$45.00	\$315.00	\$105.00	\$735.00	\$200.00	\$1,400.00	\$152.50	\$1,067.50
	Hot-Mix Asphalt Driveway Removal & Replacment	203	SQ YD	\$39.00	\$7,917.00	\$22.00	\$4,466.00	\$50.00	\$10,150.00	\$36.00	\$7,308.00
Z0018400	Drainage Structures to be Adjusted	4	EACH	\$275.00	\$1,100.00	\$400.00	\$1,600.00	\$600.00	\$2,400.00	\$500.00	\$2,000.00
67100100	Mobilization	1	LSUM	\$9,480.00	\$9,480.00	\$19,000.00	\$19,000.00	\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00
	Aggregate Shoulder Excavation	1210	SQ YD	\$5.00	\$6,050.00	\$11.85	\$14,338.50	\$18.00	\$21,780.00	\$14.93	\$18,059.25
Total Base Bid Amount					\$307,153.10		\$328,996.35		\$436,015.50		\$382,505.93
As Read Bid							\$328,996.35		\$436,015.50		

2007-2011 CAPITAL PROJECT SHEET

Proj. #: ST-009

Project Description: 39th Street, Highland to Fairview

Project Lead: Michael D. Millette Dept.: Public Works - Engineering

Fund: 220 Program: 342 Project Type: New Project/Expansion Changed
 Replacement Maintenance

Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:		X				X		2

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	Future Yrs	TOTAL
Professional Services	12,000						12,000
Land Acquisition							-
Infrastructure Improvements	316,000						316,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
TOTAL COST	328,000	-	-	-	-	-	328,000
Funding Source(s)	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	Future Yrs	
220-Capital Improvements Fund	106,800						106,800
Grants/Other Sources, Approved	221,200						221,200
							-
							-
TOTAL FUNDING SOURCES	328,000	-	-	-	-	-	328,000

1. Briefly Describe and provide justification for this Capital Project Request.

This project will provide for the resurfacing of 39th Street between Fairview Avenue on the east to Washington Street on the east. There will be a small portion of work west of Washington to transition into the existing pavement that was resurfaced in 2004.

2. Describe the project status and completed work.

Design work and construction will be completed during 2007.

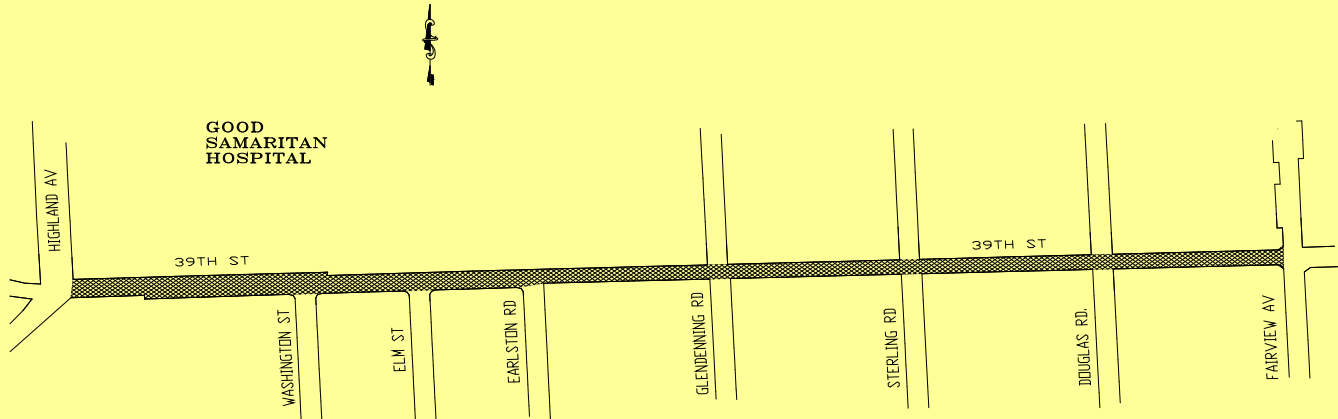
3. Describe any anticipated grants related to the project.

A Local Area Paving Program (LAPP) grant has been awarded to the Village covering 70% of the construction costs.

4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	Future Yrs	TOTAL
Projected Operating Expenses	-	-	-	-	-	-	-
Reduced patching costs.							

Map and/or pictures of Project/Project Area:



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JULY 10, 2007 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
39 th Street Resurfacing (CIP Project ST-009) Joint Agreement with IDOT	✓ Resolution Ordinance Motion Discussion Only	Robin A. Weaver Interim Public Works Director

SYNOPSIS

A resolution has been prepared approving an agreement between the Illinois Department of Transportation (IDOT) and the Village for the resurfacing of 39th Street between Highland and Fairview.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2006-2011 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Improved Neighborhood Infrastructure Curbs, Gutters, Streets, and Sidewalks*.

FISCAL IMPACT

The approved FY07 Community Investment Program (CIP) includes this agreement as a revenue source under "Grants/Other Sources, Approved" in the amount of \$221,200. The grant provides for this funding as 70% of the actual construction costs up to a maximum of \$287,300.

RECOMMENDATION

Approval on the July 17, 2007 consent agenda.

BACKGROUND

The Village was awarded a grant under the Surface Transportation Program (STP) through the DuPage Mayor's and Manager's Conference to resurface 39th Street from Highland to Fairview. You will note that the agreement references Main and Fairview as the project limits. This is a peculiarity to the program where all projects must terminate on other grant eligible routes or County/State routes. The actual work limits are Washington and Fairview however.

This agreement is different than previous STP grants in that the Village is to pay the contractor directly and seek reimbursement from IDOT. This was a result of locally bidding the project, which was done in order to expedite the bidding process as IDOT would not have bid this project until September.

ATTACHMENTS

Resolution
 IDOT form BLR-05310

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR THE RESURFACING OF 39th STREET**

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 (the "Local Agency") and the Illinois Department of Transportation (the "Department") for the resurfacing of 39th Street between Highland & Fairview 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

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Downers Grove	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 07-00096-00-RS	Fund Type STP	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-308-07	M-8003(817)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "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 described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name 39th Street Route FAU 1476 Length 0.579 Miles

Termini Main Street (FAU 2615) to Fairview Avenue (FAU 2637)

Current Jurisdiction Village of Downers Grove Existing Str. No N/A

Project Description

Pavement removal and replacement, level binder, HMA surface course, curb & gutter removal and replacement, shoulder replacement, and all related work.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	230,297	(*)		()	98,699	(BAL)	328,996
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 230,297		\$		\$ 98,699		\$ 328,996

Maximum FHWA Participation (STP) 70% Not to Exceed \$230,297

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (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 **LA** 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 **LA**, and **STATE** and the **FHWA**, if required.
- (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 Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and 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 for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 95% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 95% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted 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.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) 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).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) 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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** 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 **LA** 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 **LA'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 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 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** 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.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 Location Map.

(Insert addendum numbers and titles as applicable)

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 addenda indicated above.

APPROVED

Name Ronald Sandack

Title Mayor
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number 36-6005875

APPROVED

State of Illinois
Department of Transportation

Milton R. Sees, Acting Secretary of Transportation

Date _____

Milton R. Sees, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

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