

DISTRICT - Unincorporated

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested
____ Recommendations of Boards, Commissions & Committees (Green)
____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Timothy Sexton, Acting Village Manager

DATE: October 30, 2013 (COW) (B of T) **Date:** November 7, 2013

TITLE: Joint Funding Agreement, Madison Street/IL. Rt. 53 Intersection Improvements
Phase II Design Engineering

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

BACKGROUND/POLICY IMPLICATIONS:

Authorization to enter into a Joint Agreement with the Illinois Department of Transportation to share the cost (50% State/50% Local) of the design (Phase II) engineering for improvements (including signalization) to the intersection of Madison Street and Illinois Route 53.

FISCAL IMPACT/FUNDING SOURCE:

Joint Agreement Maximum Expenditure: \$280,000.00

MFT Funds: \$140,000.00

State Funds: \$140,000.00

HTE Project Number: 0711

PW Project Number: ST-13-04

Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

InterOffice Memo

To: Timothy Sexton, Acting Village Manager
Through: Carl Goldsmith, Director of Public Works
From: David A. Dratnol, P.E., Village Engineer
Date: October 30, 2013
Subject: Joint Funding Agreement for Madison Street/Illinois Route 53 Intersection Improvements; Design (Phase II) Engineering; Project Number: ST-13-04

Attached please find a resolution and an Agreement for sharing the cost of the Design (Phase II) Engineering between the Illinois Department of Transportation (IDOT) and the Village of Lombard for the Madison Street/Illinois Route 53 Intersection Improvements. This Agreement provides for the state to fund 50%, up to a maximum of \$140,000.00, for the subject project services. Staff recommends approval of the agreement in a form substantially as attached hereto. After completion of Phase II engineering, the Village will pursue funding for Construction Engineering as a separate agreement.

Please present this Agreement and resolution to the President and Board of Trustees for their review at their regular meeting of November 7, 2013. If approved, please return two (2) original signed copies to Public Works-Engineering for further processing.

DAD/fsk

RESOLUTION
R _____ 13

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and State of Illinois regarding Phase II Design Engineering Services for the Madison Street/Illinois Rt. 53 Intersection Improvement project as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such request and agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement and request as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement and request as attached hereto.

Adopted this 7th day of November, 2013.

Ayes: _____

Nays: _____

Absent: _____

Approved this 7th day of November, 2013.

Keith Giagnorio
Village President

ATTEST:

Janet Downer
Deputy Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

AGREEMENT

This Agreement entered into this _____ day of _____, 2013 A.D. by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF LOMBARD of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the VILLAGE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving IL ROUTE 53 AT MADISON STREET, (FAP Route 870, Illinois Route 53, STATE Section 533 X-N, STATE Job NO. C-91-062-10) herein after called the IMPROVEMENT, and

WHEREAS, the VILLAGE requests the STATE's financial participation in the preliminary engineering (Phase II) of the IMPROVEMENT and;

WHEREAS, the VILLAGE has agreed to be the Lead Agency in this IMPROVEMENT,

WHEREAS, the STATE has agreed to the VILLAGE's request; and

WHEREAS, the VILLAGE and the STATE are desirous of the IMPROVEMENT in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees to, subject to concurrence by the STATE, to secure a qualified consultant, enter into a professional services contract with said consultant, to provide or cause to be provided, the preliminary engineering (Phase II) to complete the plans and specifications for the IMPROVEMENT as outlined in the STATE's "Bureau of Design and Environment Manual."
2. The VILLAGE agrees to pay, or provide for the payment of the entire cost of the preliminary engineering (Phase II) costs, subject to reimbursement by the STATE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost of the preliminary engineering is \$277,400.
4. The STATE agrees to reimburse the VILLAGE for 50% of the preliminary engineering costs of the IMPROVEMENT up to a maximum AMOUNT of \$ 140,000.
5. Upon proof of retention of a qualified consultant, and receipt of an invoice from the VILLAGE, the STATE will pay the VILLAGE 100% of its obligation
6. The VILLAGE agrees to provide to the STATE, 10 copies of the completed plans and specifications
7. The VILLAGE shall maintain, for a minimum of 3 years after the completion of the IMPROVEMENT, 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 IMPROVEMENT shall be available for review and audit by the Auditor General and the Department. The VILLAGE 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.

8. The VILLAGE agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
9. The VILLAGE agrees that in the event any work is performed by other than VILLAGE, forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
10. The VILLAGE, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The VILLAGE shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the VILLAGE 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 STATE deems appropriate.
11. It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

Obligations of the STATE and VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the preliminary engineering (Phase II) work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF LOMBARD

Attest:

(Signature)

(Print or Type)

Title: VILLAGE CLERK

Date: _____

By: _____
(Signature)

By: _____
(Print or Type)

Title: VILLAGE PRESIDENT

Date : _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider
Secretary of Transportation

Date: _____

By: _____
Omer A. Osman
Director of Highways

Date: _____

Job No.: C-91-062-10
Agreement No: JN-114-515

TIN CERTIFICATION

The VILLAGE certifies that:

The number shown on this form is the VILLAGE's correct taxpayer identification number (or the VILLAGE is waiting for a number to be issued to them), and

The VILLAGE is not subject to backup withholding because: (a) the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and

The VILLAGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 36-6005975

Legal Status

<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Government
<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	Nonresident Alien
<input type="checkbox"/>	Partnership/Legal Corporation	<input type="checkbox"/>	Estate or Trust
<input type="checkbox"/>	Tax-exempt Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Pharmacy (Non Corp.)
<input type="checkbox"/>	Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/>	Pharmacy/Funeral home /Cemetery
<input type="checkbox"/>	Other _____	<input type="checkbox"/>	Limited Liability Company (select applicable tax classification) <input type="checkbox"/> D= Disregarded entity <input type="checkbox"/> C= Corporation <input type="checkbox"/> P= Partnership