

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

Registrar : 070755

**DISTRICTS 2 & 6**

Resolution or Ordinance (Blue)  X  
Recommendations of Boards, Commissions & Committees (Green)   
Other Business (Pink)

**TO: PRESIDENT AND BOARD OF TRUSTEES**

**FROM:**

William T. Lichter, Village Manager

**DATE:**

December 26, 2007 (COW) (B of T) **Date:** January 3, 2008

**TITLE:**

Joint Agreement with the Illinois Department of Transportation (IDOT)  
Main Street STP  
IL Route 38 (Roosevelt Road) to Wilson Avenue

**SUBMITTED BY:**

David A. Dratmol, P.E., Village Engineer *David A. Dratmol*

**BACKGROUND/POLICY IMPLICATIONS:**

Please see attached memo.

**FISCAL IMPACT/FUNDING SOURCE:**

\$1,426,250 / STP  
\$552,360 / Water & Sewer  
\$1,549,220 / MFT  
HTE Project: 0617 PW Project: ST-04-06

Review (as necessary):

Village Attorney X  
Finance Director X *William T. Lichter*  
Village Manager X *David A. Dratmol*

Date 12/28/07  
Date 12/28/07  
Date 12/28/07

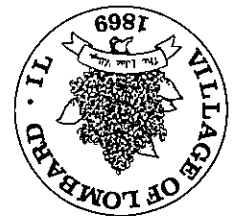
NOTE:

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:**  
**Through:**  
**From:**  
**Date:**  
**Subject:**

William T. Lichter, Village Manager  
 David Gorman, P.E., Acting Director of Public Works *DGT*  
 David A. Dratol, P.E., Village Engineer *DAE*  
 December 26, 2007  
 Joint Agreement with the Illinois Department of Transportation (IDOT)  
 Main Street STP  
 IL Route 38 (Roosevelt Road) to Wilson Avenue



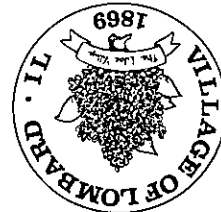
Attached, please find a resolution authorizing the signature of the Village President and Clerk on the Local Agency Agreement for Federal Participation, the "Joint Agreement" between the Illinois Department of Transportation and the Village of Lombard for the Main Street STP project. Also enclosed are six original copies of the agreement. This agreement provides for the construction of the improvements utilizing federal funding to pay for 70% of the participating construction costs up to a maximum of \$1,426,250.00. The Village would pay for the remainder of the cost.

The FY 2008-2017 Capital Improvement Program includes \$2,101,580 for the Village's share of the project (this includes the costs for resident engineering and construction material testing). The current estimated cost of the Village's share of the project is \$1,327,950.

Please present this agreement to the President and Board of Trustees for review and approval at their regular meeting on January 3, 2008. If approved, please have six signed originals and a single copy of the executed resolution returned to PW-Engineering for further processing. In order to meet the state's deadline for the March 7, 2008 letting, the Village needs to deliver the executed agreements to IDOT by January 11, 2008.

**RESOLUTION**  
R  
08

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 the Main Street STP Project (IL Route 38 (Roosevelt Road) to Wilson Avenue), 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 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 as attached hereto.

Adopted this 3rd day of January, 2008.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this 3rd day of January, 2008.

William J. Mueller  
Village President

ATTEST:

Brightie O'Brien  
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer  
Village Attorney

# Illinois Department of Transportation



Division of Highways/Region One / District One  
201 West Center Court/Schaumburg, Illinois 60196-1096

## LOCAL ROADS AND STREETS

Local Agency Agreement for Federal Participation - Phase III

Village of Lombard

Route: FAU 2611/Main Street: Wilson Avenue to Roosevelt Road

Section No.: 03-00148-00-PV

Project No.: M-8003(521)

Job No.: C-91-225-05

DuPage County

December 19, 2007

Mr. Dave Dratno

Village Engineer

Village of Lombard

255 East Wilson Avenue

Lombard, IL 60148

Dear Mr. Dratno:

Enclosed are six (6) copies of the Local Agency Agreement for Federal Participation for the above-referenced project.

We request that the Village President sign all copies of the Agreement and return five (5) copies to this office for final processing. In addition, please include a Location Map as Addendum #1 with each copy and provide the Tax Identification Number (TIN) on Page 4, which typically begins with 36-600 followed by four (4) digits.

Please note that the Local Agency Appropriation will be \$1,327,950.00, which is the Participating and Local Match for Construction and the Total Cost of Non-Participating Construction.

As a reminder, in order for this project to make the March 7, 2008 letting the Executed Agreement should be in this office by January 11, 2008.

If you have any questions or need additional information, please contact Terri Latinwo, Agreement Technician, at (847) 705-4179 or via email at DOTD1BLRS@dot.il.gov.

Very truly yours,

Diane M. O'Keefe, P.E.

Deputy Director of Highways,

Region One Engineer

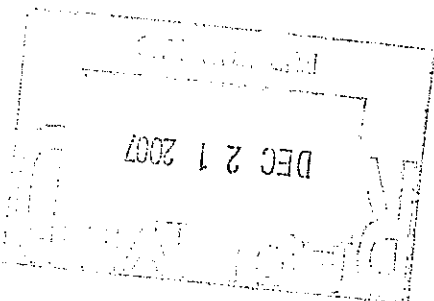
A handwritten signature in black ink, appearing to read "Diane M. O'Keefe".

By:

Christopher J. Hoff, P.E.

Bureau Chief of Local Roads and Streets

Enclosures



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

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.

Method of Financing (State Contract Work)

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.

Local Agency Appropriation

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above. State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

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

\*\*Non-Participating Construction includes but is not limited to water main construction and sanitary sewer rehabilitation.

\*Maximum FHWA (STU) Participation 70% Not to Exceed \$1,426,250.00

Type of Work	FHWA	STATE	LA	Total
Participating Construction	1,426,250		611,250	2,037,500
Non-Participating Construction			716,700	716,700
Preliminary Engineering				
Construction Engineering				
Right of Way				
Railroads				
Utilities				
TOTAL	1,426,250		1,327,950	2,754,200

Division of Cost

Bituminous widening and resurfacing, curb and gutter construction, drainage modifications, water main construction, sanitary sewer rehabilitation, traffic signal installation, pavement marking and signing.


Project Description

Current Jurisdiction Local Existing Str. No N/A

Location

Local Name Main Street  
 Route FAU 2611 Length 0.485 Miles  
 Termini Wilson Avenue to Roosevelt Road (IL Route 38)

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".

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>		Section 03-00148-00-PV	Fund Type STU	ITFP Number	Local Contract	RR Force Account
Local Agency Village of Lombard	State Contract X	Day Labor	Local Contract	ITFP Number	Local Contract	RR Force Account
Construction	Engineering	Right-of-Way	Job Number	Project Number	Job Number	Project Number
C-91-225-05	M-8003(521)					

THE LA AGREES:

Agreement Provisions

- (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 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 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 or 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, the making of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of grant, loan or cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract;

(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 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 (31 U.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 William J. Mueller

Title Village President

County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

TIN Number \_\_\_\_\_

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

Eileen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

Date \_\_\_\_\_

Million R. Sees, Secretary of Transportation

State of Illinois  
Department of Transportation

**APPROVED**