

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: David A. Hulseberg, Village Manager

DATE: August 8, 2013 (COW) (B of T) **Date:** September 05, 2013

TITLE: Maple Street Concrete Rehabilitation - IDOT Local Agency Agreement

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

BACKGROUND/POLICY IMPLICATIONS:

Execution of a Local Agency Agreement specifying the financial agreement between IDOT and the Village of Lombard for Maple Street Concrete Rehabilitation.

FISCAL IMPACT/FUNDING SOURCE:

Agreement Amount:
State (SRF) \$360,000

Account: 410.710.725
PW Project Number: ST-12B-03

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: David A. Hulseberg, Village Manager
Through: Carl Goldsmith, Public Works Director *CG*
From: David A. Dratnol, P.E., Village Engineer *DAD*
Date: August 8, 2013
Subject: Maple Street Concrete Rehabilitation Project
IDOT Local Agency Agreement

Please find attached a Local Agency Agreement (LAA) and resolution for the Maple Street Concrete Rehabilitation Project.

The State of Illinois has provided funding through the Illinois Department of Transportation (IDOT) for road repairs on Maple Street in the amount of \$360,000.

Engineering Staff is requesting that the Board authorize the Village President to sign a LAA with the Illinois Department of Transportation for the Maple Street Concrete Rehabilitation project substantially in the form attached hereto at the September 5, 2013 Board Meeting.

DAD/pk

File: ST-12B-03

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 the Illinois Department of Transportation regarding finances for the Maple Street Concrete Rehabilitation 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 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.

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

Adopted this 5th day of September, 2013.

Ayes: _____

Nays: _____

Absent: _____

Approved this 5th day of Septemeber, 2013.

**Keith Giagnorio
Village President**

ATTEST:

**Sharon Kuderna
Village Clerk**

Local Agency Village of Lombard	 Illinois Department of Transportation Local Agency Agreement for State Participation	Job Number - Construction C 91-598-11
Section 11-00156-00-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 Maple Street Route 1660 Length 0.8mi

Termini Grace Street to Westmore-Meyers Road

Current Jurisdiction Village of Lombard

Project Description

Road Repairs

Division of Cost

Type of Work	STATE	LA	Total
Participating Construction	360000	0	360,000
Non-Participating Construction			0
Preliminary Engineering			0
Construction Engineering			0
Right-of-Way			0
			0
TOTAL	\$360,000	\$ 0	\$360,000

Note:

Payment Method (check one):

- 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. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. 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.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. 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.
6. 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.
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. 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.
8. 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).
9. 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.
10. 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.
11. 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.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency Village of Lombard	Section 11-00156-00-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

Keith Giagnorio

Name of Official (Print or Type Name)

Village President

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

9/5/2013

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005975 conducting business as a Governmental
Entity.

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

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

Local Agency Village of Lombard	Section 11-00156-00-RS
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Maple Street Concrete Rehabilitation

