

# CITY OF BATAVIA

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**DATE:** September 5, 2018

**TO:** Committee of the Whole (CS) – 9/11/18 COW

**FROM:** Andrea M. Podraza, P.E., CFM, Assistant City Engineer

**SUBJECT:** Main St. and Deerpath Rd. Intersection Improvements – Phase 3

- **Resolution 18-05-R - Authorizing execution of an Intergovernmental Agreement with Kane County for the Intersection Improvements at Deerpath Road and Main Street**
- **Resolution 18-107-R- Authorizing execution of the Local Agency Agreement for Federal Participation for Deerpath Road and Main Street Intersection Improvements Phase 3 Construction Engineering Services with the Illinois Department of Transportation**
- **Resolution 18-06-R – Authorizing execution of the Construction Engineering Services Agreement for Federal Participation in the amount of \$207,432.17 for Deerpath Road & Main Street Intersection for Phase 3 Construction Engineering Services with V3 Companies.**

## **Background**

The Deerpath Road and Main Street intersection improvements is part of the City’s long-term planning for traffic signals improvements. Several of the surrounding developments contributed funds to improve the intersection with traffic signals. Since Main Street is a Kane County roadway, the City partnered with the Kane County Department of Transportation (KDOT) to contribute to the proposed design, construction and construction engineering of the proposed improvements. The City and KDOT received an approval of the Project Development Report as a Categorical Exclusion, Group I on December 16, 2016 from the Illinois Department of Transportation for Phase I preliminary Engineering for the Intersection Improvements at Deerpath Road and Main Street. Phase 2 Engineering plans were near completion in November 2017 and anticipated to be put on the spring 2018 letting. Due to ROW acquisition delays and timing both agencies thought it was in the best interest to delay construction a year to get this work completed in one construction season instead of staging remain in place over the winter.

## **The Contract with V3:**

After the phase 2 design engineering was near completion, the City Staff requested “Statement of qualifications (SOQ)” for phase 3 construction engineering services on our website, following the new QBS process. The SOQ requested that consultants demonstrate their experience in roadway & traffic signal construction experience.



Nine firms submitted Statement of Qualifications and are listed below by ranking, with the highest qualified firm listed first.

- V3 Companies
- Lochner
- Baxter & Woodman
- TranSystems
- Thomas Engineering (tied)
- Patrick (tied)
- CMT, Inc.
- Ciorba Group
- Rempe-Sharpe

Following the Qualified Based Selection method, staff negotiated a contract with V3 Companies, Inc. of Woodridge in the amount of \$207,432.17. The City and KDOT have agreed to 50/50 cost share for Phase 3 construction engineering and Construction. The City’s amount of Phase 3 Construction Engineering will be \$25,929.02. The budgeted amount for Phase 3 Construction Engineering for 2018 was \$32,125, but since construction will not commence until 2019 the budget will be rolled over to next year. The engineer’s estimate for Construction is \$2,172,674 and the Local share is \$543,189 which is split 50/50. The City’s share of construction is \$271,594.50.

The City will to be the lead agency for the construction engineering portion of the project and will be invoicing KDOT for their percentage of the costs (50% of the Local Agency’s 25%). In return KDOT will be the lead agency for the construction portion of the project and will be invoicing the City for our percentage of the costs (50% of the Local Agency’s 25%).

The following table illustrates the construction and construction engineering totals and breakdown of Local and Federal Funding:

	<b>Federal Participation</b>	<b>KDOT Share</b>	<b>Batavia Share</b>	<b>Grand Total</b>
Construction Engineering	\$155,574.13	\$25,929.02	\$25,929.02	\$207,432.17
Construction	\$1,629,485	\$271,594.50	\$271,594.50	\$2,172,674.00

**CONSTRUCTION SCHEDULE**

1. Letting: This project will be let by IDOT on November 9, 2018.
2. Anticipated Construction Start: Typically it takes anywhere from 2-3 months after the project is let to get all contracts executed, hold a preconstruction meeting and begin construction. At this time we anticipate construction to begin sometime in March or April 2018.

Following the Illinois Department of Transportation requirements for federal funding, City and KDOT staff advertised the project via the City’s website and followed the QBS process. After receiving nine statement of qualifications the selection team selected V3 Companies, Inc. to submit scope of services followed by hours. V3 Companies, Inc. has worked on other traffic projects and



has successfully completed several federally funded projects through the Illinois Department of Transportation. Staff negotiated a preliminary contract with V3 Companies, Inc. in the amount of \$207,432.17. In order to receive I.D.O.T. review, the City must submit the desired consultant, the negotiated preliminary hours the preliminary cost and the Construction Engineering Services Agreement for Federal Participation. I.D.O.T will then review the negotiated hours and cost and make any adjustments as necessary. At this time, Staff recommends approving the I.D.O.T. Construction Engineering Services Agreement for Federal Participation for the Deerpath Road Bridge Widening and Rehabilitation, in an amount not to exceed \$207,432.17, with V3 Companies, Inc. subject to the Illinois Department of Transportation's review and approval.

In addition, Staff also recommends approval of the Local Agency Agreement for Federal Participation. By executing this agreement, the City is indicating that sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriate, if required, to cover the Local Agency's total participation cost. Based on the preliminary estimates the construction engineering is 75% federally funded. Should the project costs increase above the approved 75% funding limit, the City & KDOT will be responsible for any dollar amount above that cost and split 50/50, as indicated in the IGA. The City's portion is \$271,594.50.

The Local Agency Agreement for Federal Participation amount will be subject to the Illinois Department of Transportation's review and actual construction costs.

**Agreement with Kane County:**

Previously the City of Batavia and Kane County Division of Transportation (KDOT) had an Intergovernmental Agency Agreement (IGA) for Phase I preliminary engineering which was approved through Resolution 14-19-R in January of 2014 with a subsequent IGA for Phase II design engineering approved through Resolution 17-20-R in March 2017. In order to precede with the remainder of the project the language from the original agreement needs to be updated for the final phases 3 and Construction Engineering.

Staff and KDOT negotiated an Intergovernmental Agreement (IGA) for the remaining phases of this project and attached hereto as 'Exhibit 1'. The exhibit indicates that the City of Batavia will be the lead on the construction engineering portion of the project while KDOT will be the lead on the construction portion of the project.

This project is being funded by Surface Transportation Programs (STP) funds and under STP funding rules, phase 1 and 2 engineering were 100% funded locally; construction and construction engineering is 75% federally funded and 25% locally funded. All local funding will be split 50/50 between the City and KDOT. The City and KDOT have received a commitment of \$2,120,250 from federal funds through STP funding.

Kane County already brought the IGA agreement to their Transportation Committee meeting on May 15<sup>th</sup> and then the County Board on June 12<sup>th</sup> where approval was granted.



**Recommended Committee Action**

Staff recommends that the Committee of the Whole approve the following:

1. Resolution 18-05-R Authorizing execution of the Intergovernmental Agreement with Kane County for Phase 3 Construction Engineering and Construction for intersection improvements at Main Street and Deerpath Road.
2. Resolution 18-107-R Authorizing execution of the Local Agency Agreement for Federal Participation for Deerpath Road & Main Street Intersection Improvements Phase 3 Construction Engineering Services with the Illinois Department of Transportation.
3. Resolution 18-06-R Authorizing execution of the Construction Engineering Services Agreement for Federal Participation in the amount of \$207,432.17 for Deerpath Road & Main Street Intersection for Phase 3 Construction Engineering Services with V3 Companies.

**CITY OF BATAVIA, ILLINOIS**  
**RESOLUTION 18-05-R**

**AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL  
AGREEMENT WITH KANE COUNTY FOR PHASE 3 CONSTRUCTION  
& CONSTRUCTION ENGINEERING FOR INTERSECTION  
IMPROVEMENTS AT DEERPATH ROAD AND MAIN STREET**

**WHEREAS**, the City of Batavia and Kane County have identified the need to improve the intersection of Deerpath Road and Main Street due to safety concerns; and

**WHEREAS**, the improvements will benefit both the residents of the City of Batavia and Kane county by providing better controlled traffic flow and pedestrian/cyclist crossings; and

**WHEREAS**, the Phase 1 engineering has been completed and approved by Kane County and The City of Batavia; and

**WHEREAS**, the Phase 2 engineering has been completed and approved by Kane County and The City of Batavia; and

**WHEREAS**, The City of Batavia and Kane County agree that Phase 3 construction engineering services and construction shall be necessary to complete the improvements for the traffic signal improvements at the intersection; and

**WHEREAS**, the City of Batavia and Kane County shall each pay 50% of the 25% Local share cost for both phases of the project that is not covered by Surface Transportation Program (STP) grant and each shall pay 50% of the local share of the phases of the project covered by Surface Transportation Program (STP); and

**WHEREAS**, The City will be the lead agency for the construction engineering portion of the project and Kane County will be the lead agency for the construction; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:**

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute Intergovernmental Agreement with Kane County for the improvements at the intersection of Deerpath Road and Main St. The Intergovernmental Agreement is attached hereto as Exhibit “1”.

**CITY OF BATAVIA, ILLINOIS RESOLUTION 18-05-R**

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of September, 2018.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 17<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Mueller					Stark				
5	Uher					Thelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	0 Abstention(s) counted as _____					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

\_\_\_\_\_  
Ellen Posledni, City Clerk

Exhibit 1

INTERGOVERNMENTAL AGREEMENT  
COUNTY OF KANE AND THE CITY OF BATAVIA  
PHASE III CONSTRUCTION & CONSTRUCTION ENGINEERING  
MAIN STREET ROAD AT DEERPATH ROAD  
INTERSECTION IMPROVEMENT

This Agreement is entered into this 17<sup>th</sup> day of September 2018, by and between the COUNTY OF KANE, body corporate and politic of the State of Illinois, hereinafter called the "COUNTY", and the CITY OF BATAVIA, a municipal corporation of the State of Illinois, hereinafter called the "CITY", collectively referred to as the "PARTIES" and individually referred to as "PARTY".

**WITNESSETH:**

WHEREAS, the COUNTY desires to improve Kane County Highway No. 10 (also known as Main Street Road) and the CITY desires to improve Deerpath Road in order to facilitate the free flow of traffic and ensure safety to the motoring public by making the following improvements:

Widening and addition of turn lanes at the intersection of Main Street Road and Deerpath Road in the City of Batavia, Illinois (hereinafter referred to as the "Project"), and all other work appurtenant thereto and necessary to complete the Project in accordance with the approved plans and specifications; and

WHEREAS, the PARTIES have previously reached agreement on previous phases of the Project and, by this Agreement, desire to determine and establish their respective responsibilities toward Project construction, construction engineering and funding as proposed; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this Agreement; and

WHEREAS, the CITY by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this Agreement; and

WHEREAS, an intergovernmental agreement is appropriate and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, of the Illinois Compiled Statutes, (5 ILCS 220/1).

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto mutually covenant, agree and bind themselves as follows to wit:

## **I. ENGINEERING**

- A.** The PARTIES agree that utilization of federal funds to pay for the Project or any portion thereof requires the PARTIES follow and otherwise comply with the Federal Highway Administration Design and Construction Process (hereinafter the “Process”) as administered by the Illinois Department of Transportation (hereinafter “IDOT”). The PARTIES understand and agree that the Process for the Project consists of three general phases (hereinafter collectively referred to as the “Phases” and each individually as a “Phase”):
- (a.) Phase I Engineering (includes preliminary environmental and preliminary engineering).
  - (b.) Phase II Engineering (includes final alignment engineering and right of way acquisition).
  - (c.) Phase III Construction (includes construction and construction engineering).
- B.** The PARTIES acknowledge that they have previously entered into an intergovernmental agreement dated February 3, 2014 regarding Phase I Engineering for the Project, (hereinafter the “Phase I Agreement”), (See: COUNTY Resolution No. 13-388, CITY Resolution No.14-19-R).
- C.** The PARTIES acknowledge that Phase I Engineering was completed in 2016 and the Project’s project development report has been approved by the Illinois Department of Transportation (IDOT).
- D.** The PARTIES acknowledge that they have previously entered into an intergovernmental agreement dated April 11, 2017 regarding Phase II Engineering for the Project, (hereinafter the “Phase II Agreement”), (See: COUNTY Resolution No. 17-120, CITY Resolution No.17-62-R).
- E.** The PARTIES acknowledge that Phase II Engineering will be finalized completed in 2018 and all the necessary right-of-way acquisitions will take place prior to construction and all approvals will be received by the Illinois Department of Transportation (IDOT).
- F.** The PARTIES agree to follow the Process in all agreed upon phases of the Project including, but not limited to, construction and construction engineering. Project construction and construction engineering is hereinafter referred to as “Phase III”. The PARTIES acknowledge and agree that failure to follow the Process during Phase III thereof will cause the Project and any or all of the Phases to be ineligible for payment with any federal funding as described in Section IV, Paragraph B hereinbelow.



- G. The CITY agrees to act as lead agency for Phase III Construction Engineering Services of the Project and, to perform or cause to be performed Phase III Construction Engineering.
- H. The COUNTY agrees to act as lead agency for Phase III Construction of the Project and, to perform or cause to be performed Phase III Construction.

## **II. RIGHT OF WAY**

- A. Prior to the COUNTY awarding a construction contract for the Project, the CITY represents that all of the parcels of right of way (both permanent and temporary) necessary, pursuant to the Project plans and specifications, for the construction of the Project have been secured, paid for and vacated and that the interests acquired in said right of way by the CITY are adequate for the Project to be constructed thereon. The City further represents that it has complied with Title II and II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the IDOT Division of Highways land acquisition policies and procedures, where applicable. The CITY represents that all of the un-permitted exceptions to title to all of said right of way has been cleared and that with the recordation of the conveyance and other necessary documents, the CITY has acquired good title to and all of the right of way referenced in the Project plans and specifications herein represents that all of the right way necessary for the construction and the maintenance of the Project has been secured.
- B. The CITY shall within 45 days of receipt of written request from the COUNTY therefor, convey to the COUNTY all of the right of way that the CITY has acquired for the Project for Main Street Road. Said right of way acquired by the CITY to be conveyed to the COUNTY shall include all real property acquired by the CITY that lies within and between the existing right of way lines of Main Street Road extended through the limits of the Project.

## **III. UTILITY RELOCATION**

- A. The CITY agrees to provide the COUNTY as soon as they are identified, the locations (existing and proposed) of CITY, COUNTY, public and private utility facilities within the existing and proposed COUNTY right of way of Main Street Road and within the existing and proposed CITY right of way of Deerpath Road, which require adjustment as part of the Project. As part of its Project engineering responsibilities, the CITY shall identify adjustments required to any existing utilities due to the Project.
- B. In the design of Project improvements, the CITY agrees to make all reasonable efforts to minimize the number of utility adjustments to utility facilities to be relocated as part of the Project.

- C. At all locations where utilities are located on COUNTY rights of way and must be adjusted due to work proposed by the COUNTY, the CITY agrees to cooperate with the COUNTY in making arrangements with the applicable utilities and issue all permits for the requisite adjustment(s) at no cost to the COUNTY or the CITY.

#### **IV. FINANCIAL**

- A. The PARTIES acknowledge and agree that the estimated total cost, including preliminary and design engineering, construction engineering and construction of the Project, has decreased since the approval of the Phase I and Phase II Agreement and is now estimated to be Two Million Seven Hundred Twenty Seven Thousand Seven Hundred Forty Seven Dollars (\$2,727,747.00), and further acknowledge that the actual total cost of the Project may be more or less than the estimated total cost as set forth hereinabove.
- B. The PARTIES acknowledge and agree that they have secured a commitment from the State of Illinois in the amount of Two Million One Hundred Twenty Thousand Two Hundred and Fifty Dollars (\$2,120,250.00) in Federal Surface Transportation Program (STP) funds to assist in paying part of the cost of the Project. Any cost of the Project not paid for with federal funds or with funds received from other grant source(s) (i.e. State of Illinois etc.) will be paid by the COUNTY and the CITY (hereinafter "Local Share") as provided herein. The COUNTY and the CITY agree that each shall be responsible for fifty percent (50%) of the Local Share.
- C. Except as otherwise identified herein, the CITY agrees to advance payment of all Project related Phase III Construction Engineering costs subject to reimbursement by the COUNTY and the State of Illinois as hereinafter stipulated.
- D. Except as otherwise identified herein, the COUNTY agrees to advance payment of all Project related Phase III Construction costs subject to reimbursement by the CITY and the State of Illinois as hereinafter stipulated.
- E. It is mutually agreed by the PARTIES that the estimated cost of Phase III construction engineering is One Hundred Ninety Five Thousand and Six Hundred Dollars (\$195,600.00) and the estimated cost of Phase III construction is One Million Nine Hundred Fifty Six Thousand and Eighty One Dollars \$1,956,081.00.
- F. The PARTIES further acknowledge and agree that:
  - a. All Phase III Construction Engineering and Construction costs shall be paid 75% from Federal Funding and 25% from the Local Share..

- b. The COUNTY agrees to pay fifty percent (50%) of the Local Share of Phase III Construction Engineering and fifty percent (50%) of the Local Share of Phase III Construction.
  - c. The CITY agrees to pay fifty percent (50%) of the Local Share of the Phase III Construction Engineering and fifty percent (50%) of the Local Share of Phase III Construction.
  - d. It is further agreed that, notwithstanding any estimated Local Share, the CITY and the COUNTY will be responsible for the actual final Local Share of Phase III Construction Engineering and construction costs in the percentages stated above.
- G.** The COUNTY agrees that upon proof of award of the Phase III Construction Engineering contract(s) for the Project and receipt of an invoice from the CITY, the COUNTY will pay to the CITY, an amount equal to 80% of its Local Share obligation for Phase III Construction Engineering incurred under this Agreement, based upon actual prices, and will pay the remainder of said Local Share obligation in a lump sum, upon completion of Phase III Construction engineering within 30 calendar days of receipt of an invoice therefor from the CITY.
- H.** The CITY agrees that upon proof of award of the Phase III Construction contract(s) for the Project and receipt of an invoice from the COUNTY, the CITY will pay to the COUNTY, an amount equal to 80% of its Local Share obligation for Phase III construction incurred under this Agreement, based upon actual unit prices, and will pay the remainder of said Local Share obligation in a lump sum upon completion of Phase III Construction within 30 calendar days of receipt of an invoice therefore from the COUNTY.
- I.** The CITY and COUNTY shall maintain, for a minimum of three (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.

## **V. MAINTENANCE - RESPONSIBILITIES**

- A.** The COUNTY shall continue to have exclusive jurisdiction over Main Street Road in its entirety and the CITY shall continue to have exclusive jurisdiction over Deerpath Road in its entirety.
- B.** It is understood and agreed by the PARTIES hereto that this Agreement shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of COUNTY highways and/or CITY highways within the limits of this Project.

## **VI. INSURANCE**

**A.** The CITY shall cause any consultant retained by the CITY to provide Phase III Construction Engineering services for the Project to maintain, at the consultant's expense, insurance coverage including:

1. Worker's Compensation Insurance in the statutory amounts.
2. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
3. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
4. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
5. Professional Errors and Omissions Insurance with a minimum limit of Two Million Dollars (\$2,000,000).

**B.** The CITY shall cause the consultant to provide to the CITY and the COUNTY copies of the consultant's certificates of insurance before issuance of the notice to proceed with any Phase III Construction Engineering services. The certificate of insurance shall provide the following:

- (i) the CITY and the COUNTY shall be listed as certificate holders; and,
- (ii) the Section Number of the Project,

**C.** The CITY shall cause the consultant to provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the CITY and COUNTY as additional named insured. The additional named insured endorsement included on the consultant's Commercial General Liability policy will provide the following:

1. That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to

claims arising out of operations performed by or on behalf of the consultant;

2. That if the additional insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
3. That the amount of the consultant's liability under the insurance policy will not be reduced by the existence of such other insurance; and,
4. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to CITY and the COUNTY.
5. That the insurance required to be purchased and maintained by consultant shall be provided by an insurance company acceptable to the CITY with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the CITY or the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the consultant's obligation to obtain and keep in force the required insurance.

## **VII. INDEMNIFICATION.**

- A. The CITY shall require any consultant, to the fullest extent permitted by law, to indemnify and hold harmless the CITY and COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the CITY or COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the CITY or COUNTY

and its officials, directors, officers, agents, and employees by an employee of the consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the consultant or a sub-consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- B.** Nothing contained in the indemnification of the CITY and COUNTY by the CITY's consultant shall be construed to prohibit the CITY or COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- C.** If any errors, omissions, intentional or negligent acts are made by the consultant or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CITY shall require the consultant to perform such additional work as may be necessary to remedy same without undue delay and without charge to the CITY or the COUNTY.
- D.** The CITY shall cause the consultant to acknowledge that acceptance of the work by the CITY and/or the COUNTY will not relieve the consultant of the consultant's responsibility for the quality of the Phase III Construction Engineering work, nor of the consultant's liability for loss or damage property or persons of the CITY or COUNTY resulting therefrom.

## **VIII. GENERAL PROVISIONS**

- A.** The preambles as set forth in the first page hereof are incorporated into and are made a part of this Agreement.
- B.** It is understood and agreed that this is an intergovernmental agreement between the City of Batavia and the County of Kane.
- C.** It is understood and agreed by the PARTIES that the COUNTY has and shall retain jurisdiction of Main Street Road. The CITY shall retain jurisdiction of the Deerpath Road. For the purpose of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate. No transfer of jurisdiction or conveyance of right of way is neither intended nor shall be inferred from this Agreement.
- D.** Wherever in this Agreement approval or review by any of the PARTIES hereto is provided for, said approval or review shall not be unreasonably delayed or withheld.

- E.** In the event of a dispute between the PARTIES in the carrying out of the terms of this Agreement, the Director of Transportation/County Engineer of the COUNTY and the Director of Public Works of the CITY shall meet and resolve the issue.
- F.** Any dispute concerning this Agreement that is not resolved as provided above shall be resolved by decision of the CITY's Mayor and the County Board Chairman of the COUNTY and their decision shall be final. Failure to resolve any dispute in the manner as provided for herein shall cause this Agreement to be void and of no further force an effect.
- G.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H.** The COUNTY certifies that its correct Federal Tax Identification number is 36 600 6585 and it is doing business as a governmental entity, whose mailing address is, 41W011 Burlington Road, St. Charles, Illinois 60175. The CITY certifies that its correct Federal Tax Identification number is 36-600-5785 and it is doing business as a governmental entity, whose mailing address is, 100 N Island Avenue, Batavia, Illinois 60510.
- I.** This Agreement may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- J.** This Agreement and the covenants contained herein shall become null and void in the event the contract covering Phase III Construction engineering contemplated herein is not awarded within two (2) years subsequent to the date of execution of this Agreement.
- K.** This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- L.** It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Kane County, Illinois.
- M.** All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the COUNTY:

The Kane County Division of  
Transportation  
41 W 011 Burlington Road  
St. Charles, Illinois 60175.  
Attn: Director of Transportation/County  
Engineer

To the CITY:

City of Batavia  
100 N Island Ave  
Batavia, Illinois 60510  
Attn: Director of Public Works

N. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into this Agreement.



IN WITNESS THEREOF, the PARTIES have executed this Agreement on the dates indicated.

**CITY OF BATAVIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**THE COUNTY OF KANE**

By: \_\_\_\_\_  
CHRISTOPHER J. LAUZEN  
CHAIRMAN, KANE COUNTY BOARD

Attest: \_\_\_\_\_  
JOHN A. CUNNINGHAM  
KANE COUNTY CLERK

Date: \_\_\_\_\_

**CITY OF BATAVIA, ILLINOIS**  
**RESOLUTION 18-06-R**

**AUTHORIZING EXECUTION OF  
THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR  
FEDERAL PARTICIPATION FOR THE  
DEERPATH ROAD & MAIN STREET INTERSECTION  
IMPROVEMENTS PROJECT WITH V3 COMPANIES**

**WHEREAS**, the City of Batavia has identified the need for a resident engineer for the Deerpath Road & Main Street Intersection Improvements; and

**WHEREAS**, in connection therewith, it is necessary and appropriate to retain construction engineering services for construction purposes; and

**WHEREAS**, the engineering firm of V3 Companies has the appropriate expertise and experience necessary to provide the professional engineering services; and

**WHEREAS**, V3 Companies has submitted a proposal for said services which is fair and reasonable; and

**WHEREAS**, the estimated total cost of said engineering services is \$207,432.17 , which amount is subject to final adjustments and approval by the Illinois Department of Transportation; and

**WHEREAS**, it is necessary for the City to authorize the services prior to the time of the final adjustments and approval by the Illinois Department of Transportation; and

**WHEREAS**, the Federal Participation provides that the cost of said construction engineering services will be divided 75 % (Federal) and 25% (City of Batavia / Kane County), as long as the project does not exceed the project estimate or scope. In the case that the project exceeds this amount, the City will be responsible for the dollar amount above and beyond the project estimate;

**WHEREAS**, it is necessary for the City to authorize the services prior to the time of the final adjustments and approval by the Illinois Department of Transportation; and

**WHEREAS**, the estimated sum (as aforesaid) is subject to adjustments based upon the actual construction costs;

**CITY OF BATAVIA, ILLINOIS RESOLUTION 18-06-R**

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**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:**

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Construction Engineering Services Agreement for Federal Participation with V3 Companies, Woodridge, Illinois, for construction engineering services – with the City of Batavia’s 25% share currently estimated to be \$51,858.04, which is to be split 50% with KDOT (\$25,929.02 each), which amount is subject to final adjustments and approval by the Illinois Department of Transportation. The Construction Engineering Services Agreement for Federal Participation is attached hereto as Exhibit “1”.

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of September, 2018.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 17<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

COUNCIL VOTE:

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O’Brien					Fischer				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Stark				
5	Uher					Theilin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

\_\_\_\_\_  
Ellen Posdleni, City Clerk

Exhibit 1

Local Public Agency City of Batavia	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant V3 Companies
County Kane				Address 7325 Janes Ave.
Section 14-00084-00-CH				City Woodridge
Project No.				State IL
Job No. C-91-145-18				Zip Code 60517
Contact Name/Phone/E-mail Address Andrea Podraza 630-454-2757 apodraza@cityofbatavia.net				Contact Name/Phone/E-mail Address Matthew Powers 630-973-6404 MPowers@v3co.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor In Responsible Charge</b>	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT A full time LPA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

**Project Description**

Name Deerpath Road Route \_\_\_\_\_ Length 900 FT Structure No. \_\_\_\_\_  
Termini Main Street

Description: The project consists of traffic signalization, pavement resurfacing, curbs, sidewalks, bike paths, storm sewer, water main, electrical, lighting, grading, erosion control, and restoration.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
- 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
- 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LPA AGREES,**

- 1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
- FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

- 5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of 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.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
  10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.



**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
V3 Companies	36-3252440	\$202,432.17

Sub-Consultants:	TIN Number	Agreement Amount
Interra		\$5,000.00
Sub-Consultant Total:		\$5,000.00
Prime Consultant Total:		\$202,432.17
Total for all Work:		\$207,432.17

Executed by the LPA:

City of Batavia  
 \_\_\_\_\_  
 (Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
 \_\_\_\_\_ Clerk

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

V3 Companies  
 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Exhibit A - Construction Engineering**

Route: Deerpath  
 Local City of Batavia  
 (Municipality/Township/County)  
 Section: 14-00084-00-CH  
 Project: \_\_\_\_\_  
 Job No.: C-91-145-18

\*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH) 159.00 %  
 Complexity Factor (R) 0.00  
 Calendar Days 200

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Fixed Fee 2  14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate   
 Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project Mgmt	Sen PM	14.00	\$63.30	\$886.20	\$1,409.05	\$0.00	\$0.00	\$332.81	\$2,628.06
Meetings	RE II	16.00	\$53.00	\$848.00	\$1,348.32	\$0.00	\$65.00	\$327.89	\$2,589.21
Pay Est/Chg Order	REII	60.00	\$53.00	\$3,180.00	\$5,056.20	\$0.00	\$0.00	\$1,194.24	\$9,430.44
Diary/Wk Report	REII	30.00	\$53.00	\$1,590.00	\$2,528.10	\$0.00	\$0.00	\$597.12	\$4,715.22
Submittals	REII	8.00	\$53.00	\$424.00	\$674.16	\$0.00	\$0.00	\$159.23	\$1,257.39
Documentation	RCMI	318.00	\$43.10	\$13,705.80	\$21,792.22	\$0.00	\$1,950.00	\$5,429.96	\$42,877.98
Inspection	RCMI	700.00	\$43.10	\$30,170.00	\$47,970.30	\$0.00	\$7,475.00	\$12,414.21	\$98,029.51
Materials Coord	RCMI	56.00	\$43.10	\$2,413.60	\$3,837.62	\$5,000.00	\$0.00	\$906.42	\$12,157.64
Public Coord	RCMI	28.00	\$43.10	\$1,206.80	\$1,918.81	\$0.00	\$0.00	\$453.21	\$3,578.82
Traf Cont Insp	RCMI	28.00	\$43.10	\$1,206.80	\$1,918.81	\$0.00	\$0.00	\$453.21	\$3,578.82
Meetings	RCMI	30.00	\$43.10	\$1,293.00	\$2,055.87	\$0.00	\$0.00	\$485.58	\$3,834.45
Closeout	RCMI	140.00	\$43.10	\$6,034.00	\$9,594.06	\$0.00	\$0.00	\$2,266.06	\$17,894.12
Survey	Survey Crew	48.00	\$33.10	\$1,588.80	\$2,526.19	\$0.00	\$130.00	\$615.52	\$4,860.51
<b>Totals</b>		1,476.0		\$64,547.00	\$102,629.71	\$5,000.00	\$9,620.00	\$25,635.46	\$207,432.17



## Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Batavia  
 Section Number 14-00084-00-CH  
 Project Number \_\_\_\_\_  
 Job Number C-91-145-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>12/18/2018</u> Method(s) used for advertisement and dates of advertisement: <u>City website, Dec 1 - 18, 2017</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Criteria for this project</th> <th style="width: 15%;">Weighting</th> <th style="width: 35%;">Criteria for this project</th> <th style="width: 15%;">Weighting</th> </tr> </thead> <tbody> <tr> <td><u>Qual / Exp for traffic projects</u></td> <td style="text-align: center;"><u>30 %</u></td> <td><u>Completeness of submittal</u></td> <td style="text-align: center;"><u>10%</u></td> </tr> <tr> <td><u>Qual / Exp for construction insp</u></td> <td style="text-align: center;"><u>25 %</u></td> <td>_____</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td><u>Qual / Exp utility coordination</u></td> <td style="text-align: center;"><u>20 %</u></td> <td>_____</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td><u>Qual / Exp QA/QC IDOT / STP</u></td> <td style="text-align: center;"><u>15 %</u></td> <td>_____</td> <td style="text-align: center;">_____ %</td> </tr> </tbody> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Qual / Exp for traffic projects</u>	<u>30 %</u>	<u>Completeness of submittal</u>	<u>10%</u>	<u>Qual / Exp for construction insp</u>	<u>25 %</u>	_____	_____ %	<u>Qual / Exp utility coordination</u>	<u>20 %</u>	_____	_____ %	<u>Qual / Exp QA/QC IDOT / STP</u>	<u>15 %</u>	_____	_____ %
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<u>Qual / Exp QA/QC IDOT / STP</u>	<u>15 %</u>	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>City Engineer, Assistant City Engineer, Senior Civil Engineer, Chief of Design (County)</u>  Top three consultants selected for this project in order: 1) <u>V3</u> 2) <u>Lochner</u> 3) <u>Baxter &amp; Woodman</u> If less than 3 responses were received, IDOT's approval date: <u>N/A</u>																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				

**CITY OF BATAVIA, ILLINOIS**  
**RESOLUTION 18-107-R**

**AUTHORIZING EXECUTION OF THE  
LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION FOR  
THE DEERPATH ROAD & MAIN STREET INTERSECTION  
IMPROVEMENT PROJECT WITH THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION**

**WHEREAS**, the City of Batavia has applied for STP funds in connection with the Deerpath Road and Main Street Intersection Improvement Project, with said application being in the amount of two hundred seven thousand four hundred and thirty two dollars and seventeen cents (\$207,432.17) for construction engineering services; and

**WHEREAS**, the City of Batavia will receive 75% Federal Participation of the STP in the sum of one hundred sixty five thousand three hundred and twenty five dollars and sixty cents (\$155,575.00) for use in the construction engineering services for use in the construction for the Deerpath Road and Main Street Intersection Improvement Project; and

**WHEREAS**, the Federal Participation provides that the cost of said construction engineering services and construction will be divided 75 % (Federal) and 25% (City of Batavia), with the Local 25% share currently estimated to be fifty one thousand eight hundred and fifty eight dollars and no cents (\$51,858.00) for construction engineering services, as long as the project does not exceed the project estimate or scope. In the case that the project exceeds this amount, the City will be responsible for the dollar amount above and beyond the project estimate; and

**WHEREAS**, it is necessary that the City of Batavia demonstrate that sufficient funds have been set aside to cover the City's local share should the project exceed the project estimate or scope by executing the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation; and

**WHEREAS**, the estimated sum (as aforesaid) is subject to adjustments based upon the actual construction costs;

**CITY OF BATAVIA, ILLINOIS RESOLUTION 18-107-R**

---

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation attached hereto as Exhibit “1”.

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of September, 2018.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 17th day of September, 2018.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor


COUNCIL VOTE:

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Stark				
5	Uher					Theilin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

\_\_\_\_\_  
Ellen Posdleni, City Clerk

Exhibit 1

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Batavia				
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	14-00084-00-CH				
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
91-296-18	IP9L(545)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, 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 Main Street Route CH 10 Length 900 ft

Termini Deerpath Road

Current Jurisdiction County of Kane TIP Number 09-14-0018 Existing Structure No \_\_\_\_\_

**Project Description**

**Division of Cost**

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	( )	( )	( )	( )	( )	
Non-Participating Construction	( )	( )	( )	( )	( )	
Preliminary Engineering	( )	( )	( )	( )	( )	
Construction Engineering	155,575	( 75 )	( )	51,858	( 25 )	207,433
Right of Way	( )	( )	( )	( )	( )	
Railroads	( )	( )	( )	( )	( )	
Utilities	( )	( )	( )	( )	( )	
Materials	( )	( )	( )	( )	( )	
<b>TOTAL</b>	<b>\$ 155,575</b>			<b>\$ 51,858</b>		<b>\$ 207,433</b>

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LPA'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 LPA 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 **LPA** 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 **LPA**, and the **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 the **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 final project close-out by the **STATE**, 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 **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; 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 **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'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 **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'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.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) 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 the project is federally authorized, the **LPA** 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 the project is federally authorized, the **LPA** 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 **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/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 shall be 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 **LPA'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 **LPA'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 **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (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) To complete this phase of the project within three (3) 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).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement

amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### 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 **LPA'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 **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** 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) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** 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 **LPA**;
- (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) 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 and federal Buy America provisions.
- (2) 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 within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.

- (4) For contracts awarded by the **LPA**, the **LPA** 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 **LPA** 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 **LPA'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 **STATE** 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 **LPA** 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.
- (5) In cases where the **STATE** is reimbursing the **LPA**, 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.
- (6) 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.

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**ADDENDA**

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

Number 1- Location Map, Number 2 – LPA Appropriation Resolution 18-107-R

(Insert Addendum numbers and titles as applicable)

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The **LPA** 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**

Local Public Agency

Jeff Schielke

\_\_\_\_\_  
Name of Official (Print or Type Name)

Mayor

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is 36-6005785 conducting business as a Governmental Entity.

DUNS Number 010242543

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Erin Aleman, Director of Planning & Programming

\_\_\_\_\_  
Date

\_\_\_\_\_  
Erin Aleman, Director of Planning & Programming

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip C. Kaufmann, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

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