

RESOLUTION NO. R-2020-12

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION TO BE ENTERED INTO BY
THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT")
AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN GRANT FUNDS AND VILLAGE FUNDS
TO PAY FOR THE LOCAL AGENCY SHARE FOR CERTAIN PRELIMINARY DESIGN (PHASE II)
ENGINEERING SERVICES RELATED TO THE WASHINGTON BOULEVARD IMPROVEMENT PROJECT**

**(IDOT PROJECT NUMBER WQLN (497),
STATE JOB NO. D-91-289-18, MFT SECTION NO. 18-00139-00-PV)**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois, a home rule Illinois municipal corporation, (the "Village"), desire to participate in the Illinois Department of Transportation's ("IDOT") Surface Transportation Program ("STP Program") for the purpose of funding a portion of the preliminary design (Phase II) engineering services related to the resurfacing of Washington Boulevard between 22nd Avenue and 9th Avenue (the "Project") in accordance with the terms set forth in the Local Public Agency Agreement for Federal Participation (the "LPA Agreement"), a copy of which is attached hereto and made a part hereof as **Exhibit "A"**; and

WHEREAS, the Project improvements to be constructed under the LPA Agreement (**Exhibit "A"**) consist of certain pavement reconstruction, traffic signal modernization, lighting improvements, drainage system improvements and an on-street marked bicycle lane installation to Washington Boulevard between 22nd Avenue and 9th Avenue within the Village's corporate boundaries. The estimated total Project costs, including all engineering work, is Five Million Six Hundred Eighty-Five Thousand Three Hundred Fifty-Four and No/100 Dollars (\$5,685,354.00); and

WHEREAS, multiple funding sources are being used to pay for the Project, including federal funding through the Surface Transportation Program (STP), as secured by the North Central Council of Mayors (NCCM), the State of Illinois, through the IDOT, and Cook County's Invest-In-Cook Grant. IDOT has agreed to provide funding for a portion of the preliminary design (Phase II) engineering services and related subconsultant services associated with the Project through the STP Program at a level of 80%, but not to exceed an amount equal to Three Hundred Twenty-Four Thousand Two Hundred Eighty-Three and 86/100 Dollars (\$324,283.86), in accordance with the terms set forth in the attached LPA Agreement (**Exhibit "A"**); and

WHEREAS, the Village agrees to pay the 20% local share costs of the preliminary design (Phase II) engineering services and related subconsultant services for the Project in an amount estimated not to exceed Eighty-One Thousand Seventy and 97/100 Dollars (\$81,070.97), and the Village further agrees to pay 100% of the costs for the purchase of a marginal amount of right-of-way for the Project, at an anticipated cost of approximately Two Thousand and No/100 Dollars (\$2,000.00); and

WHEREAS, the subconsultant services to be performed on behalf of the Engineer for the Project consist of professional engineering services to be performed by Gewlat Hamilton, Inc. (not to exceed cost of \$35,975.00), Krisch Land Surveying (not to exceed cost of \$9,600.00) and SantaCruz Land Acquisition (not to exceed cost of \$30,400.00); and

WHEREAS, the President and Board of Trustees of the Village of Maywood agree to appropriate and authorize the expenditure of an amount equal to Eighty-Three Thousand Seventy and 97/100 Dollars (\$83,070.97) from the Cook County's Invest-In-Cook Grant, the Village's General Fund, or other lawful, eligible funds, to pay the Village's share of the preliminary design (Phase II) engineering services and any purchase of right-of-way related to the Project; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached LPA Agreement (**Exhibit "A"**) and to appropriate and authorize the expenditure of grant funds received by the Village under the Cook County "Invest-In-Cook Program", its General Funds, or other lawful, eligible funds, for its cost obligations for the Project pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and finds that entering into the LPA Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Each paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Maywood authorize the approval and execution of the Local Public Agency Agreement for Federal Participation to be entered into with the Illinois Department of Transportation ("IDOT"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood (or their designees) to execute the final version of the LPA Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also agree to appropriate and authorize the expenditure of an amount equal to Eighty-Three Thousand Seventy and 97/100 Dollars (\$83,070.97) from the Cook County's Invest-In-Cook Grant, the Village's General Fund or other lawful, eligible funds, to pay the Village's share of the preliminary design (Phase II) engineering services and any purchase of right-of-way related to the Project improvements under IDOT Project Number WQLN (487), State Job No. D-91-289-18, MFT Section No. 18-00139-00-PV.

SECTION 3: The Board of Trustees further authorize and direct the President and Clerk (or their designees) to execute such other documents as are necessary to fulfill the Village's obligations under the LPA Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the LPA Agreement. In addition, the President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached LPA Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by IDOT or any other governmental oversight regulatory agency in order to comply with the terms of the LPA Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this 7th day of April, 2020, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED by me as Village President, and attested to by the Village Clerk, on the 7th day of April, 2020.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Published by me in pamphlet form this 8th day of April, 2020.

Viola Mims, Village Clerk

EXHIBIT "A"

**Local Public Agency Agreement for Federal Participation
Entered Into Between the Village of Maywood
and the Illinois Department of Transportation ("IDOT")**

(attached)

MEMO

Date: March 29, 2020

To: Village of Maywood

Attn: Mr. Willie Norfleet, Jr. Village Manager

Cc: Mr. David Myers, Director of Community Development
Mr. John West, Director of Public Works

From: Bill Peterhansen, P.E., CFM

Re: Washington Boulevard Improvements
Phase II Design Engineering
Professional Services Agreement and Local Agency Agreement for Federal Participation

Attached is our proposed Agreement to provide Professional Engineering Services associated with preparing and submitting Phase II – Design Engineering Plans, Specifications, and Estimates of Cost to the Illinois Department of Transportation (IDOT) for the improvements to Washington Boulevard from 22nd Avenue to 9th Avenue. Also attached is the corresponding Local Agency Agreement for Federal Participation.

Background

The Phase I Preliminary Engineering Study for Improvements to Washington Boulevard has been approved by the Illinois Department of Transportation (IDOT). The Phase II Design Engineering is the next step in the process to be completed in order to begin constructing the roadway improvements. The local agency (Village of Maywood) is responsible for completing the Phase II Design Engineering along with Right-of-Way acquisition.

Project Funding

Federal Funding through the Surface Transportation Program (STP) has already been programmed and secured through the North Central Council of Mayors (NCCM) to cover 80% of the costs of the design engineering. In 2019, the Village of Maywood made an application under Cook County's Invest-In-Cook Program for assistance in funding the remainder of the Phase II Design Engineering costs. The grant was awarded to the Village to pay for the Village's 20% match of the costs. As a result, the Village will not be responsible to pay "out of pocket" for the costs for the work of this Design Engineering Phase II. The only exception is that the Village should anticipate a small cost for

the actual purchase of a marginal amount of right-of-way, anticipated to be in the order of approximately \$2,000.

Moving forward, the NCCM will generally not be providing matching funding for both design engineering and construction. As such, the Village is fortunate to be able to take advantage of the past policy for this project. The breakdown of costs is as follows:

Federal Funding (80%)	\$324,283.86
Local Match (20%) (Invest in Cook Grant)	<u>\$ 81,070.97</u>
	\$405,354.83

Qualification Based Selection Process

Qualification Based Selection (QBS) of Professional Services was required for this project in order to utilize federal funds. A formal request for proposals was published and various consultant proposals were evaluated and scored by Village Staff. Procedures for QBS as meet the requirements of 23 CFR 172 and the Brooks Act have been adhered to.

Summary of Engineering Fees

The Engineering Fee as stated above is at an hourly rate not-to-exceed cost format, as required by IDOT. All manhours utilized on the project will need to be approved by IDOT.

Highlights of the Design Engineering tasks are as follows:

- Design of new curb and gutter grades
- Detailed ADA sidewalk grading design
- Design of underground utility improvements
- Detailed pavement cross sections
- Design of new traffic signal systems
- Design of lighting systems
- ROW Engineering (Complete Land Acquisition process including plats of easement, appraisals, negotiation and acquisitions to IDOT standards)
- Professional Surveyor / Alignment Drawing
- Attendance at Phase II Kick-Off meeting with IDOT
- Attendance at Design meetings with representatives of IDOT and the Federal Highway Administration
- Making engineering field topographic checks as are necessary for the preparation of detailed plans.
- Utility coordination of public utilities and relocation design assistance
- Progress meetings with Village
- Meeting as needed with individual business/property owners affected by improvement to gather input concerning construction access and other issues.
- Submittal of proprietary item requests.
- Preparation of erosion control plans
- Preparation of striping plans
- Preparation of detailed traffic control plans and detour plan

- Preparation of proposed plans, specifications, and bidding documents in accordance with respective policies and procedures of the Illinois Department of Transportation
- Preparation of Disadvantaged Business Enterprise (DBE) Plan
- Submittal and obtainment of permits to the Metropolitan Water District of Greater Chicago regarding sewer improvements within a combined sewer area, the submittal and obtainment of permits to the IEPA regarding erosion control practices.

The breakdown of the fee is as follows:

Prime Consultant - Hancock Engineering Co.	\$329,379.83
Subconsultant - Gewalt Hamilton Associates, Inc.	\$ 35,975.00
Subconsultant - Krisch Land Surveying	\$ 9,600.00
Subconsultant - SantaCruz Land Acquisition	<u>\$ 30,400.00</u>
	\$405,354.83

Project Schedule

The schedule is based upon the anticipated date of the IDOT approval of the Engineering Agreements:

IDOT Notice to Proceed (Design)	September 1, 2020
Prefinal submittal to IDOT of plans, specifications, and estimates	September 5, 2021
Construction Letting	March 5, 2022
Construction	May 1, 2022

The construction letting date has been updated to reflect recent trends as relate to both IDOT review time as well as funding. The complete IDOT engineering agreement review and approval process in Springfield has been recently significantly lengthened to an average period of 12 months from start to finish. We have already "put in" 6 months of time for the initial review from the October 2019 submittal of the agreement. The other challenge is the recently restructured CMAP Council of Mayors Program and related delay of release of funds to communities. Furthermore, COVID-19 complications may likely back up some of the projects in the queue. Nonetheless, we will do everything possible to charge forward and push for a 2021 construction season if possible.

Note that the Village has applied for funding for construction through two (2) biannual Federal Funding programs: Surface Transportation Shared Fund (2019) and Surface Transportation Local Fund (2020). Both applications are pending, with request of Federal Funds for construction to cover 80% of the construction costs. The Village will need to budget for the remainder of the project and/or any federal funding shortfalls.

Action

If the Village would like to move forward with the Phase II Design Engineering of Washington Boulevard, a resolution will need to be approved for the Professional Services Agreement and Local Agency Agreement for Federal Participation. Original signed copies of the agreements will need to be delivered to IDOT for further processing.

We are available, at your convenience, to answer any questions regarding this project and our proposal.



LOCAL PUBLIC AGENCY

Local Public Agency: Village of Maywood; County: Cook; Section Number: 18-00139-00-PV

Fund Type: STU; ITEP, SRTS, HSIP Number(s): ; MPO Name: CMAP; MPO TIP Number: 04-10-0025

Construction on State Letting, Construction Local Letting, Day Labor, Local Administered Engineering (checked), Right-of-Way

Construction, Engineering, Right of Way job and project numbers

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".

LOCATION

Local Street/Road Name: Washington Blvd; Key Route: FAU 1411; Length: 0.80 Miles; Stationing: From 1.48 To 2.26

Location Termini: 22nd Avenue to 9th Avenue

Current Jurisdiction: Local; Existing Structure Number(s): ; Add Location, Remove buttons

PROJECT DESCRIPTION

Pavement reconstruction, traffic signal modernization, lighting improvements, drainage system improvements and on street marked bicycle lane.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay 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.

METHOD B - Monthly Payments of due by the of each successive month.

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.

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

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.

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 the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit 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.

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**, 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 Public 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, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, 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 presumption in favor of the **STATE** for 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. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or 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 **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. 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.
14. Certifies to the best of its knowledge and belief that 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.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**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**.
17. 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 (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. 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 in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) 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 work 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. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) 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 (12) 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.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date 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. LPA's 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 Internal Audit, Room 201, 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.
 27. That the LPA is required to register with the System for Award Management or SAM, 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/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for 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 pay estimates in accordance with the division of cost page.

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 federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for 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 (31 U.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, obligation 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 the act exempt its application.

ADDENDA

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

<input checked="" type="checkbox"/>	1. Location Map
<input checked="" type="checkbox"/>	2. Division of Cost
<input checked="" type="checkbox"/>	3. GATA
<input type="button" value="Add Row"/>	

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

Name of Official (Print or Type Name)	
Edwenna Perkins	
Title of Official	
Village President	
Signature	Date

The above signature certifies the agency's Tin number is 36-600599 conducting business as a Governmental Entity.

Duns Number 074381526

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary	Date
By:	
Director of Planning & Programming	Date
Director of Planning & Programming	Date
Philip C. Kaufmann, Chief Counsel	Date
Joanne Woodworth, Acting Chief Fiscal Officer	Date

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

ADDENDA NUMBER 2

Local Public Agency Village of Maywood	County Cook	Section Number 18-00139-00-PV
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Construction Job Number	Engineering Job Number	Right of Way Job Number	Project Number
	D-91-289-18		WQLN (497)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Preliminary Engineering	STU	\$324,284.00	*				Local	\$81,071.00		\$405,355.00
-										
-										
-										
-										
-										
-										
-										
Total		\$324,284.00		Total			Total	\$81,071.00		\$405,355.00

Add	
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If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:
 * Maximum FHWA (STU) participation 80% not to exceed \$324,284

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.

Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	Insert the name of the Metropolitan Planning Organization (MPO) in which the LPA is located if applicable. If not applicable, select "N/A".
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Day Labor	Check this box if the project will be constructed using day labor.
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.
Right-of-Way	Check this box if Right-Of-Way is part of the project.
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Engineering	
Job Number	Insert the job number assigned for the engineering portion of this project.
Project Number	Insert the project number assigned to the engineering portion of this project.
Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
<u>Location</u>	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

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Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:

Addenda

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost Insert the division of cost page (see separate instructions for completing this document).
3. LPA Appropriation Resolution For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
4. IDOT Fiscal Approval Signature Page

Approved

- | | |
|---------------------------------|---|
| Local Public Agency | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here. |

For Local Let Projects:

1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
 2. Division of Cost Insert the division of cost page (see separate instructions for completing this document)
- For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Approved

- | | |
|---------------------------------|--|
| Local Public Agency | The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT officials shall sign and date here. |

Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

- Maximum STR participation 80% not to exceed \$100,000
- Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

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Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of Local Roads Central Office (2)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy now on file in my office, entitled:

RESOLUTION NO. R-2020-12

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION TO BE ENTERED INTO BY
THE VILLAGE OF MAYWOOD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT")
AND FOR THE APPROPRIATION AND EXPENDITURE OF CERTAIN GRANT FUNDS AND VILLAGE FUNDS
TO PAY FOR THE LOCAL AGENCY SHARE FOR CERTAIN PRELIMINARY DESIGN (PHASE II)
ENGINEERING SERVICES RELATED TO THE WASHINGTON BOULEVARD IMPROVEMENT PROJECT**

**(IDOT PROJECT NUMBER WQLN (497),
STATE JOB NO. D-91-289-18, MFT SECTION NO. 18-00139-00-PV)**

which was passed by the Board of Trustees of the Village of Maywood at a Special Meeting of the Board of Trustees held on the 7th day of April, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 7th day of April, 2020.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N.

Booker

NAYS: None

ABSENT: Trustee M. Lightford

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 8th day of April, 2020.

SEAL

Viola Mims, Village Clerk