May 24, 2019

Ms. Cathy Jenkins
County Clerk
6 N. Vermilion St.
Courthouse Annex - 1st floor
Danville, Illinois 61832

FILED

JUN 03 2019

COUNTY CLERK VERMILION CO. IL.

Subject: County: Vermilion/ Jamaica Township

Section: 16-09129-00-BR Project: M2NN(809) Job: C-95-075-18 Joint Agreement

Dear Ms. Jenkins:

The department executed the subject agreement on May 7, 2019. A copy is enclosed.

Sincerely, Suptin

Gregory S. Lupton, P.E.

Local Project Implementation Engineer

Enclosure

cc: Adrian Greenwell, County Engineer

Kensil Garnett Attn: Brian Trygg - District 5

Attn: Programming
Attn: Project Control

Tim Kell Attn: Suzanna Stephens

Tinois Department of Transportation		Local Public Agency Vermilion County	State Contract	Day Labor	Local Contract	RR Force Account	
Local Public Age for Federal Partic	ncy Agreement cipation	Section 16-09129-00-BR	Fund Type STP-Br		ITEP, SRTS, or HSIP Number(
Cons	truction	Engir	eering		Right-of-Wa	v	
Job Number	Project Number	Job Number	Project Number	Job Nu		Project Number	
C-95-075-18	M2NN(809)						
propose to improve to prepared by, or on be	t findugh its Departm he designated location ehalf of the LPA , app	between the above local tent of Transportation, here on as described below. The proved by the STATE and	einafter referred to as "S e improvement shall be the STATE's policies an	TATE". The	STATE and LP	A jointly	

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						Location			<u></u>	 . <u>-</u> -			·	·
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Printed 11/20/2018

Agreement Provisions

THE LPA AGREES:

- 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.
- 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 my 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 be 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.
- 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 ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- 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).
- 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.
- 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.

- 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 constructon 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.

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.
- 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.

- 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.

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 ,Jurisdiction adenda #3, GATA Reporting Addendum #4

(Insert Addendum numbers and titles as applicable)

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

APPROVED

State of Illinois, Department of Transportation

Acting Secretary

Larry Baughn

Name of Official (Print or Type Name)

County Board Chairman

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

The above signature certifies the agency's TIN number is 37-6002224 conducting business as a Governmental

(Signature)

37-6002224 Entity.

DUNS Number

079148581

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

Bureau of Local Roads and Streets Joint Agreement Approval List

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Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
1-1	C-91-220-16	Village of Schaumburg	\$6,593,915	
1-2	C-91-233-18	City of Elmhurst	\$507,650	
1-3	C-91-204-18	Village of Bensenville	\$2,000,000	
1-4	C-91-191-18	Village of Cary	\$2,272,500	
1-5	C-93-047-19	Village of Coal City	\$6,070,000	
2-1	C-91-180-15	South Holland	\$2,620,000	
2-2	C-91-138-18	Village of Schaumburg	\$3,591,045	
2-3	C-91-229-19	Village of Elk Grove	\$1,575,039	
2-4	C-91-201-18	Village of Carol Stream	\$1,389,000	
2-5	C-91-039-17	Lake County	\$16,361,595	
2-6	C-91-451-12	Village of Bedford Park	\$200,000	
3-1	C-94-014-17	Peoria County	\$4,000,000	
3-2	C-95-065-18	Village of Mahomet	\$1,000,000	
3-3	C-95-066-18	City of Champaign	\$5,300,000	
3-4	C-97-059-18	City of Decatur	\$2,375,000	
3-5	C-99-047-18	Village of Crainville	\$885,000	
4-1	C-97-019-19	Fayette County	\$2,080,000	
5-1	C-91-207-15	Kane County	\$5,169,000	
6-1	C-96-017-19	City of Mt. Sterling	\$2,034,400	
7-1	C-91-362-12	Kane County	\$10,027,511	
7-2	C-91-160-18	City of Crystal Lake	\$1,562,400	
8-1	C-91-396-14	City of Rolling Meadows	\$720,000	
8-2	C-91-152-15	McHenry County	\$2,000,000	
8-3	C-91-068-16	City of Lockport	\$2,748,178	
8-4	C-91-144-15	McHenry County	\$700,000	
8-5	C-91-390-15	Township of Aurora	\$1,120,000	
8-6	C-91-239-16	Village of Winnetka	\$5,049,425	
9-1	C-95-075-18	Vermilion County	\$325,000	
9-2	C-99-521-13	Union County	\$300,000	

Bureau of Local Roads and Streets Joint Agreement Approval List

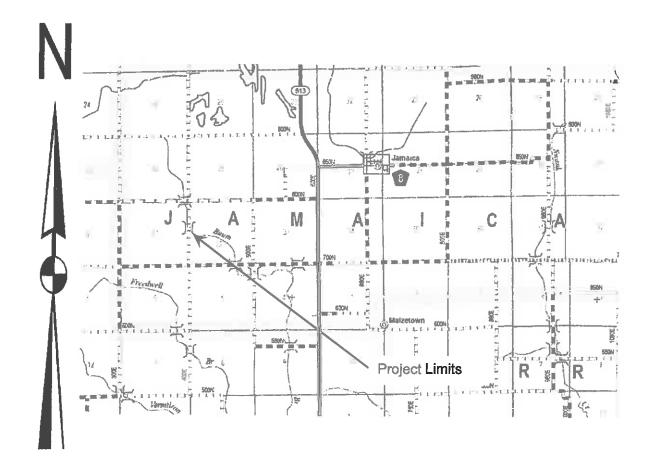
Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
10-1	C-91-294-13	Kane County	\$4,925,476	
10-2	C-91-111-18	Kane County	\$1,476,895	
10-3	C-98-301-17	City of Highland	\$928,000	
10-4	C-98-300-17	Jersey County	\$1,387,533	
10-5	C-94-067-17	Peoria County	\$1,000,863	
11-1	C-91-048-18	City of Elgin	\$7,024,630	
11-2	C-91-151-18	Village of Riverside	\$544,650	<u> </u>
11-3	C-91-150-18	Village of Riverside	\$754,467	
11-4	C-97-052-18	Crawford County	\$600,000	

Bureau of Local Roads and Streets Joint Agreement Approval List

The above is a listing of joint agreements for improvements scheduled for the State Letting. The joint funding agreements associated with these projects have been reviewed by the Department and recommended for execution. Concurrence is hereby given to execute the joint funding agreements listed above.

Ву:	Matt Magalis, Acting Secretary	y:	Joanne Woodworth, Acting Chief Financial Office
Date:	1-15-19	_ Date:	1-14-19
By: _	Erin L. Aleman, Director of Planning and Programming	_ Ву:	Philip C. Kaufmann, Chief Counsel
Date:	12/19/18	Date:	1/3/19

Addenda Number 1



Location Map

COUNTY-TOWNSHIP AID FOR BRIDGE CONSTRUCTION PROGRAM SECTION 5-501 DIVISION 5 – ROAD AND BRIDGE LAWS OF ILLINOIS

Number 7

WHEREAS, under the provisions of Section 5/5-501 of the Road and Bridge Laws, Townships that have met all requirements of doing bridge or other work specified in Section 5/501 entitles them to petition the County Board to levy a sufficient sum to meet one half the expenses of the engineering, construction or repair of any bridge or other such work, on condition that said Township shall furnish the other half of the required amount, and,

WHEREAS, the Townships listed below, have met all the requirements of doing bridge or other specified in said Section 5/5-501 of said Act, to entitle them to ask the County Board of said County to appropriate a sufficient sum, and,

NOW, THEREFORE, BE IT RESOLVED, that the request of said Townships for aid from said County, be and is hereby granted, that the amounts below are hereby appropriated to meet one half of said expenses for engineering, building or making other repairs to bridges or other such work. That the money derived from said appropriation shall be expended for said aid to the Township and County as hereinafter mentioned.

TOWNSHIP	SECTION NUMBER	AMOUNT
Catlin Twp. Jamaica Twp. Middlefork Twp. Ross Twp.	Section 17-04137-00-DR Section 16-09129-00-BR Section 13-12151-00-BR Section 17-16132-00-DR	\$ 5,500 \$31,000 \$32,000 \$ 5,800

BE IT FURTHER RESOLVED, that 1 (one) certified copy of this Resolution be mailed to the Vermilion County Highway Department.

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the September 12, 2017, A.D. Session.

DATED this 12th day of September, 2017, A.D.

Aye 22 Nay Absent 5

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Resolution Number 17-0906

County Bridge Resolution (062 fund)

Catlin Twp.

Catlin Twp.

Jamaica Twp.

Middlefork Twp.

Section 16-09129-00-22

Section 13-12151-00-BR

Section 17-16132-00-DR Section 17-04137-00-DR

APPROVED BY TRANSPORTATION COMMITTEE: On Wednesday August 23, 2017

Larry Baughn Y N A Committee Chairperson

Frank Hoskins Y N A

John Criswell Y N A

Craig Golden Y N A

Joe Eakle Y N A

Craig Golden

Mitch Weaver YNA

AJ Wright Y N A

Resolution Number 17-0906

ADDENDUM #3

Jurisdiction

The ROAD DISTRICT hereby agrees:

- 1. To the implementation of the subject improvement by the STATE and COUNTY.
- 2. To retain jurisdiction of the completed improvement.
- 3. To maintain or cause to be maintained in a manner satisfactory to the STATE and THE FHWA, the completed improvement.

Milliam E. Mish Highway Commissioner

Date

Addendum No. 4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), 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).

PLEASE 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)