



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Vermilion County Highway Department		Vermilion	22-00219-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STR, COVID	NA	DATS	VC-23-04

Construction

State Job Number	Project Number
C-95-008-23	0H1L(919)

Construction on State Letting Construction Engineering Utilities Railroad Work

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 consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Batestown Road	FAU 7005	02.26 mi.	00.00	02.26

Location Termini
US 150 at West end to 0.1 Mile South of US 150 at East end

Current Jurisdiction	Existing Structure Number(s)	Add Location
Vermilion County	NA	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Vermilion Street (CH 8)	FAU 7013	00.42 mi.	00.41	00.83

Location Termini
.4 Mile West of Jackson Street to Jackson Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
Vermilion County	NA	Remove

PROJECT DESCRIPTION

Construction Only - Batestown Road patching, diamond grinding, drainage. Vermilion Street- Patching and resurfacing.
--

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. A copy of the authorizing resolution or ordinance is attached as an addendum.

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. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

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. The **LPA** 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 - LPA's Share _____ **Balance** _____ 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 (appropriately adjust 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 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. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (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.
12. Certifies to the best of its knowledge and belief that it's 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 anti-trust 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.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. 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**.
15. 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
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. 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.

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. 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. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad 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.

FISCAL RESPONSIBILITIES:

1. **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.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must 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.
3. **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, whichever 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 for engineering projects.
4. **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.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes 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.

6. **Single Audit Requirements:** 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** (IDOT's 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. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are 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/>

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.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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)

Larry Baughn

Title of Official

County Board Chairman

Signature

Date

[Handwritten Signature]

5/12/2023

The above signature certifies the agency's TIN number is 376002224 conducting business as a Governmental Entity.

DUNS Number 079148581

UEI VX21JWKQRG41

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

[Handwritten Signature: Omer Osman]

9/15/2023

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

[Handwritten Signature]

9/15/2023

Stephen M. Travia, P.E., Director of Highways RI/Chief Engineer

Date

N/A

Chief Counsel

Date

N/A

Vicki Wilson, Chief Fiscal Officer

Date

N/A


NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.



Illinois Department of Transportation

Memorandum

To: Omer Osman
From: George Tapas, P.E., S.E. 
Subject: LPA Agreement Fiscal Approval
Date: June 28, 2023

Attached for your review and signature is a listing and description of local public agency projects scheduled for the State Letting. The agreements have been reviewed and found acceptable for fiscal approval.

Page numbers shown with the list of projects correspond to the page number and line number of the attached project detail spreadsheet.

Should any project need to be excluded from approval on the attached list, please indicate by check marking the respective "Excluded from Approval" box.

If you have any questions or would like to review individual agreements, please let me know and we will follow up.

Bureau of Local Roads and Streets
Joint Agreement Approval List

Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
1-1	C-91-160-15	Crestwood	\$5,000,776.79	
1-2	C-91-080-22	Aurora	\$8,209,908	
1-3	C-91-029-22	Schaumburg	\$6,463,762	
1-4	C-91-180-20	Batavia	\$4,063,379	
1-5	C-91-142-22	Elgin	\$2,767,752	
1-6	C-91-100-23	Wheeling	\$1,078,000	
2-1	C-91-045-23	Romeoville	\$1,537,500	
2-2	C-91-041-23	Romeoville	\$915,500	
2-3	C-91-042-23	Romeoville	\$423,200	
2-4	C-93-018-23	Spring Valley	\$418,436	
2-5	C-93-021-23	Watsika	\$352,741.49	
2-6	C-93-024-24	Lasalle	\$330,000	
3-1	C-94-042-21	Macomb	\$3,976,734.90	
3-2	C-95-006-23	Danville	\$1,760,028.42	
3-3	C-96-011-20	Sangamon County	\$38,468,167.91	
3-4	C-98-016-24	Waterloo	\$1,168,193	
3-5	C-98-009-21	Fairview Heights	\$455,628.50	
3-6	C-98-005-23	Edwardsville	\$721,226	
4-1	C-99-038-19	Herrin	\$975,000	
5-1	C-96-077-21	Morgan County Highway Department	\$4,500,000	
5-2	C-96-072-23	Sangamon County Highway Department	\$1,100,000	
5-3	C-97-062-22	Effingham County	\$2,437,171.08	
5-4	C-97-089-23	Lawrence County	\$1,260,000	
5-5	C-97-059-23	Lawrenceville	\$822,233.01	
5-6	C-98-022-24	Monroe County	\$1,450,000	
6-1	C-98-022-25	St. Clair County	\$1,215,000	
6-2	C-99-501-17	Pulaski County	\$1,774,000	
6-3	C-99-004-23	Union County	\$824,550	

Bureau of Local Roads and Streets
Joint Agreement Approval List

Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
6-4	C-99-078-21	Gallatin County	\$1,475,000	
6-5	C-99-065-19	Saline County	\$1,450,000	
6-6	C-99-043-20	Marion	\$985,000	
7-1	C-99-069-19	Hamilton County	\$1,515,000	
8-1	C-98-029-21	Jerseyville	\$1,747,750	
9-1	C-92-008-22	Winnebago County	\$734,000	
9-2	C-98-028-24	Alton	\$589,625	
9-3	C-99-012-22	Williamson County	\$3,940,000	
10-1	C-91-240-15	Flossmoor	\$1,214,598	
10-2	C-92-051-22	Stephenson County Highway Department	\$250,000	
10-3	C-93-004-23	Ford County	\$826,000	
10-4	C-94-045-20	Woodford County	\$2,024,000	
10-5	C-95-002-23	Vermilion County	\$500,000	
10-6	C-95-004-24	Champaign County	\$420,000	
11-1	C-95-005-24	Champaign County	\$440,000	
11-2	C-95-006-24	Champaign County	\$400,000	
11-3	C-96-001-20	Cass County Highway Department	\$1,050,000	
11-4	C-97-084-20	St. Francisville	\$8,960,000	
11-5	C-98-351-16	Madison County	\$1,200,000	
11-6	C-98-007-24	St. Clair County	\$1,714,551	
12-1	C-91-121-23	Burr Ridge	\$162,500	
12-2	C-93-061-23	Peru	\$122,109	
12-3	C-97-112-23	Moultrie County	\$650,000	
12-4	C-99-024-20	Jackson County	\$425,010	
12-5	C-99-005-24	Massac County	\$159,990	
13-1	C-93-019-23	LaSalle	\$643,966.36	
13-2	C-97-106-21	Decatur	\$62,589,265	
14-1	C-95-008-23	Vermilion County Highway Department	\$1,875,339.52	

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.

By: 
Orriar Osman, Secretary

Date: 7/27/23

By: 
Vicki Wilson, Chief Fiscal Officer

Date: 7-26-23

By: 
Stephen M. Travia, Director of
Highways

Date: 7/20/23

By: 
Chief Counsel

Date: 7/25/23

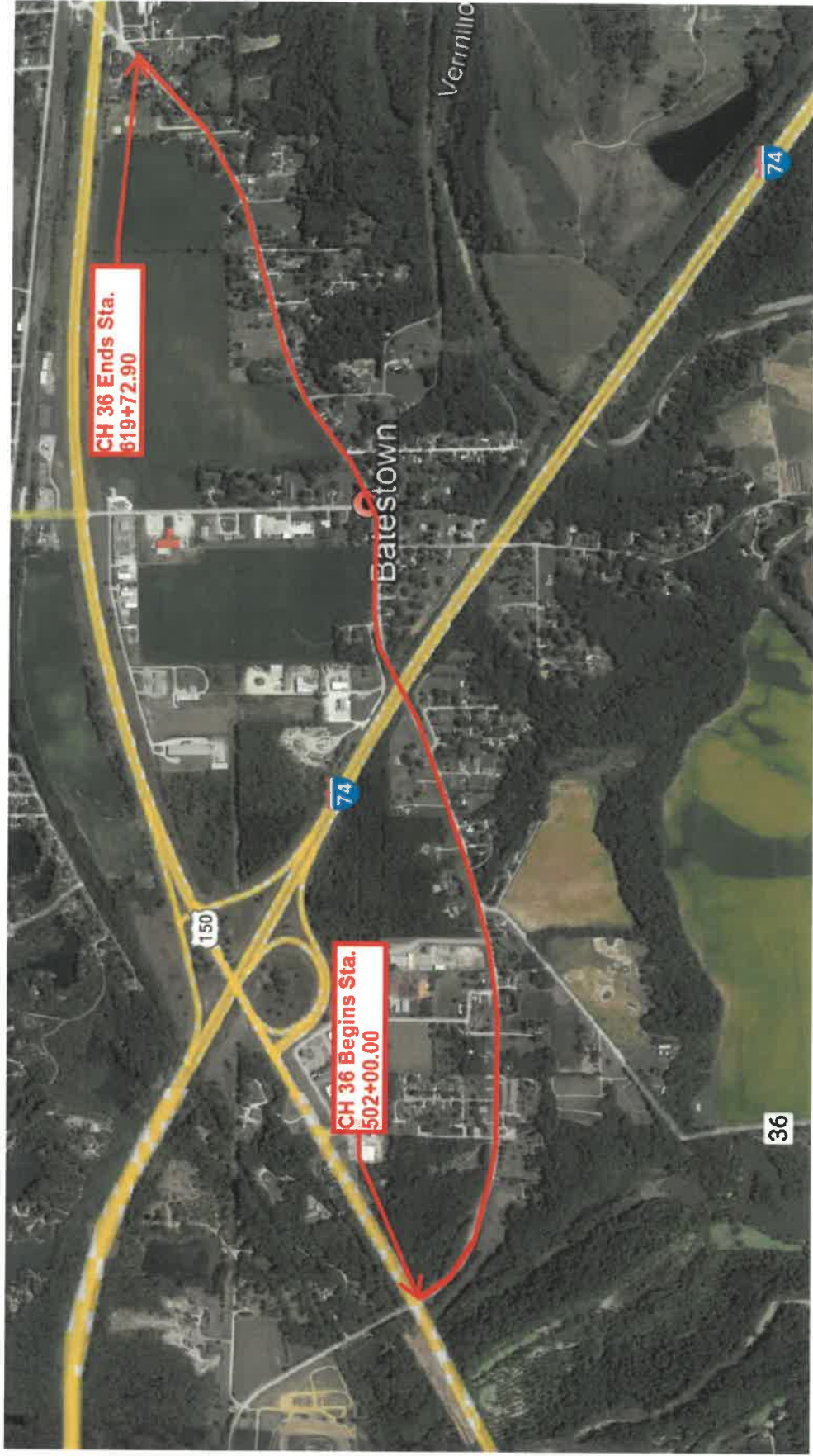
Section: 22-00219-00-RS
Vermilion County

Addenda Number 1



Location Map

Addenda Number 1



Location Map

Re: Resolution for Improvement Section 22-00219-00-RS

APPROVED BY TRANSPORTATION COMMITTEE:
March 8, 2022

Joe Eakle Y N A
Committee Chairperson

Robert Boyd Y N A

Diana Frazier-Brenneman Y N A

Craig Golden Y N A

Jerry Hawker Y N A

Shelley McLain Y N A

Mitch Weaver Y N A

Resolution Number 22-0304



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Table with Resolution Type (Supplemental), Resolution Number (23-0505), and Section Number (22-00219-00-RS)

BE IT RESOLVED, by the Board of the County of Vermilion, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Rows include Vermilion St. and Batestown Rd.

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Milling, patching and resurfacing of Vermilion St. and patching and diamond grinding of Batestown R.

2. That there is hereby appropriated the sum of Five Hundred, Fifty Thousand

Dollars (\$550,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Cathy Jenkins, County Clerk in and for said County of Vermilion

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Vermilion at a meeting held on May 09, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of May, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date: Cathy Jenkins, Digitally signed by Cathy Jenkins, Date: 2023.05.11 12:09:14 -05'00'

Approved

Regional Engineer Signature & Date: Brian Trygg on behalf of Kensil Garnett, Digitally signed by Brian Trygg on behalf of Kensil Garnett, Date: 2023.05.12 11:45:30 -05'00'