

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**1/9/2024**

| <b>SUBJECT:</b>                                           | <b>SUBMITTED BY:</b>                   |
|-----------------------------------------------------------|----------------------------------------|
| Joint Agreement with IDOT - Road Resurfacing, Main Street | Scott Vasko<br>Director of Engineering |

**SYNOPSIS**

A resolution has been prepared to authorize the execution of a Joint Funding Agreement for State-Let Construction Work between the Village of Downers Grove and Illinois Department of Transportation (IDOT) for the use of grant funding to resurface Main Street between Franklin Street and Sherman Road.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2023-2025 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY24 Budget provides \$200,000.00 in the Ogden TIF fund and \$703,000.00 in the Capital fund for the Village's local share of the project cost.

**RECOMMENDATION**

Approval on the January 9, 2024 Consent Agenda.

**BACKGROUND**

The Village was awarded a grant under the federal Surface Transportation Program to resurface Main Street between Franklin Street and Sherman Road, add bike lanes, upgrade traffic signals, and add lighting. The grant provides \$1,471,932.00 or 70% of the total project cost and the Village of Downers Grove will provide a local match of \$630,829.00 or 30%. The agreement sets the funding obligations for each party. Following approval by the Village, the agreement will be forwarded to IDOT for execution. Engineering plans are being completed by the Village's consultant and construction is anticipated for the summer of 2024.

**ATTACHMENTS**

Resolution  
Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF A  
JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK  
BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
FOR MAIN STREET RESURFACING (DOWNERS GROVE PROJECT TR-033)  
IDOT SECTION NO. 22-00118-00-PV; PROJECT NO. GE52(001); JOB NO. C-91-013-24**

WHEREAS, the Village of Downers Grove is proposing to resurface Main Street from Franklin Street to Sherman Road and upgrade traffic signals; and

WHEREAS, the aforementioned improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and

WHEREAS, the use of these funds requires a Joint Funding Agreement (Agreement) with IDOT; and

WHEREAS, the improvement requires matching funds;

THEREFORE, BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois as follows:

Section 1. That the Agreement provides for 70% funding of the project with FHWA funds (not to exceed \$1,471,932.00), a copy of which agreement is attached hereto and incorporated herein as Exhibit "A".

Section 2. That the Federal fund source requires a match of local funds in the amount of \$630,829.00.

Section 3. That the Village of Downers Grove has appropriated these funds, or as much as needed to match Federal funds, from the Village's Capital Project Fund.

Section 4. That the form and substance of said Agreement (the "Agreement"), between the Village of Downers Grove (the "Local Agency" or "LA") and the Illinois Department of Transportation (the "State") for road resurfacing and traffic signal upgrades of Main Street from Franklin Street to Sherman Road (Downers Grove Project TR-033) as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

Section 5. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Village Manager shall deem necessary.

Section 6. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

Section 7. That the Village Clerk is directed to transmit three (3) copies of the Agreement and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

Section 8. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

Section 9. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

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

Village Clerk



**Illinois Department  
of Transportation**

## Joint Funding Agreement for Construction Work

### LOCAL PUBLIC AGENCY

|                          |                            |          |                |
|--------------------------|----------------------------|----------|----------------|
| Local Public Agency      |                            | County   | Section Number |
| Village of Downers Grove |                            | DuPage   | 22-00118-00-PV |
| Fund Type                | ITEP, SRTS, HSIP Number(s) | MPO Name | MPO TIP Number |
| STP                      | N/A                        | CMAP     | 08-20-0031     |

### Construction

|                  |                |
|------------------|----------------|
| State Job Number | Project Number |
| C-91-013-24      | GE52(001)      |

☒ State-Let Construction    ☐ Locally Let Construction    ☐ 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 |       |
| Main Street            | FAU 2615  | 0.66   | From       | To    |
|                        |           |        | 12+34      | 47+15 |

Location Termini

|                                 |
|---------------------------------|
| Franklin Street to Sherman Road |
|---------------------------------|

|                      |                              |              |
|----------------------|------------------------------|--------------|
| Current Jurisdiction | Existing Structure Number(s) | Add Location |
| LPA                  | N/A                          | Remove       |

### PROJECT DESCRIPTION

Main Street resurfacing, road diet, traffic signals and lighting improvements from Franklin Street to Sherman Road in the Village of Downers Grove (0.66 miles).

### 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 ALN 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)

Robert T. Barnett

Title of Official

Mayor

Signature

Date

|  |  |
|--|--|
|  |  |
|--|--|

The above signature certifies the agency's TIN number is  
366005857 conducting business as a Governmental Entity.

DUNS Number 030899512

UEI E7JMNCFBMHP7

APPROVED

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

|  |  |
|--|--|
|  |  |
|--|--|

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

Date

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

Date

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Yangsung Kim, Chief Counsel

Date

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Vicki Wilson, Chief Fiscal Officer

Date

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**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.



# Schedule 1 LOCATION MAP

## Main Street, Franklin Street to Sherman Road

### FAU Route 2615



N



WOODWARD AVENUE DESIGN DESIGNATION  
MINOR ARTERIAL  
DESIGN SPEED: 30 MPH  
ADT: 15,400



## ADDENDA NUMBER 2

| Local Public Agency      | County | Section Number | State Job Number | Project Number |
|--------------------------|--------|----------------|------------------|----------------|
| Village of Downers Grove | DuPage | 22-00118-00-PV | C-91-013-24      | GE52(001)      |

## DIVISION OF COST

| Type of Work               | Federal Funds |                |     | State Funds |        |   | Local Public Agency |              |     | Totals         |
|----------------------------|---------------|----------------|-----|-------------|--------|---|---------------------|--------------|-----|----------------|
|                            | Fund Type     | Amount         | %   | Fund Type   | Amount | % | Fund Type           | Amount       | %   |                |
| Participating Construction | STU           | \$1,471,932.00 | 70% |             |        |   | Local               | \$630,829.00 | 30% | \$2,102,761.00 |
|                            |               |                |     |             |        |   |                     |              |     |                |
|                            |               |                |     |             |        |   |                     |              |     |                |
|                            |               |                |     |             |        |   |                     |              |     |                |
|                            |               |                |     |             |        |   |                     |              |     |                |
|                            |               |                |     |             |        |   |                     |              |     |                |
|                            |               |                |     |             |        |   |                     |              |     |                |
|                            |               |                |     |             |        |   |                     |              |     |                |
|                            |               |                |     |             |        |   |                     |              |     |                |
|                            | Total         | \$1,471,932.00 |     | Total       |        |   | Total               | \$630,829.00 |     | \$2,102,761.00 |

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 70%; NTE \$1,471,932.00.

**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.