

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

DATE: July 1, 2011
TO: Jean Weems
County Board Office
FROM: Linda Haines *Linda*
SUBJECT: Rural Sign Replacement

6 – Local Agency Agreement for Federal Participation with IDOT for Rural sign Replacement, Kane County Section #11-00000-00-SG with Document Vet Sheet (Kane County Resolution #11-65)

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the Chairman sign and return to our office for further processing.

Thanks.

c: Steve Coffinbargar
Tom Szabo

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 11 - 65

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR THE RURAL SIGN UPGRADE PROGRAM
KANE COUNTY SECTION NO. 11-00000-00-SG**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, *et seq.* authorizes the County of Kane (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State acting through the Illinois Department of Transportation desire to cooperate among themselves to make improvements to upgrade various traffic signs throughout the County (hereinafter referred to as the "Improvement"); and

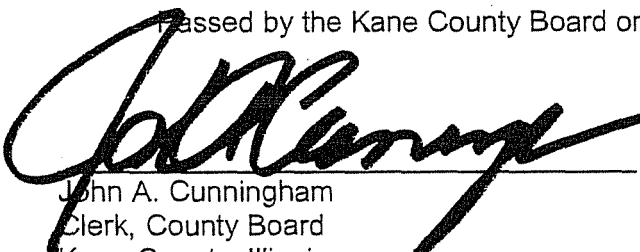
WHEREAS, the County and the State desire to undertake the Improvement at an estimated cost of \$40,000.00 subject to one hundred percent (100%) reimbursement from HSIP/HRRRP funds; and

WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the safe and efficient movement of traffic; and

WHEREAS, the Improvement will involve the following agencies: the Village of Big Rock, the Village of Virgil, the Big Rock Road District, the Burlington Road District, the Campton Road District and the Virgil Road District.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement with the State of Illinois acting through the Illinois Department of Transportation for the Improvement.

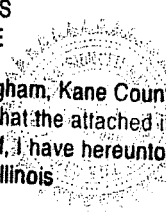
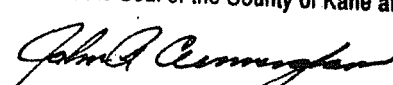
Passed by the Kane County Board on March 8, 2011.


John A. Cunningham
Clerk, County Board
Kane County, Illinois


Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes 25
No -
Voice -
Abstentions -

3SGNUPGRADE.4LH

STATE OF ILLINOIS
COUNTY OF KANE
DATE MAR 14 2011
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois


John A. Cunningham, Kane County Clerk



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Table with columns: Local Agency (Kane County), State Contract, Day Labor, Local Contract (X), RR Force Account, Section (11-00000-00-SG), Fund Type (HSI), ITEP Number

Table with columns: Construction (Job Number, Project Number), Engineering (Job Number, Project Number), Right-of-Way (Job Number, Project Number)

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE".

Location

Local Name Various Locations Route Off-System Length N/A
Termini Various Locations

Current Jurisdiction LA Existing Structure No N/A

Project Description

Replacement of various signs within Kane County

Division of Cost

Table with columns: Type of Work, FHWA, %, STATE, %, LA, %, Total. Rows include Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right of Way, Railroads, Utilities, Materials, and TOTAL.

The total expenditure for each LA cannot exceed \$25,000 for the upgrade of existing signs; any amount over \$25,000 will be the responsibility of the Local Agency

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

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation)
METHOD B--- Monthly Payments of
METHOD C---LA's Share divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA 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 LA 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 LA, and 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 FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, 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 LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA'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 LA will pay to the STATE, an amount equal to the LA'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.
- (11) (Day Labor or Local Contracts) 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 this agreement is executed, the LA 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 this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/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 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 LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA'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 LA 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.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three 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).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the 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. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

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 LA'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 LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA 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) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA 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 LA;
- (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.
- (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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA 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 LA 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 LA'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 department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA 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.
- (4) In cases where the STATE is reimbursing the LA, 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.
- (5) 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 and Number 2 Additional Terms

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

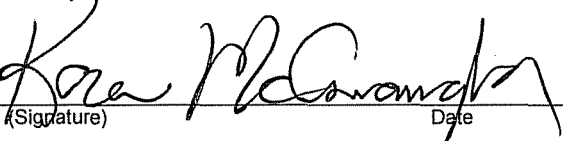
Local Agency

Karen McConnaughay

Name of Official (Print or Type Name)

County Board Chairman

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



(Signature) Date

The above signature certifies the agency's TIN number is
36 600 6585 conducting business as a Governmental
Entity.

DUNS Number 945248565

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

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

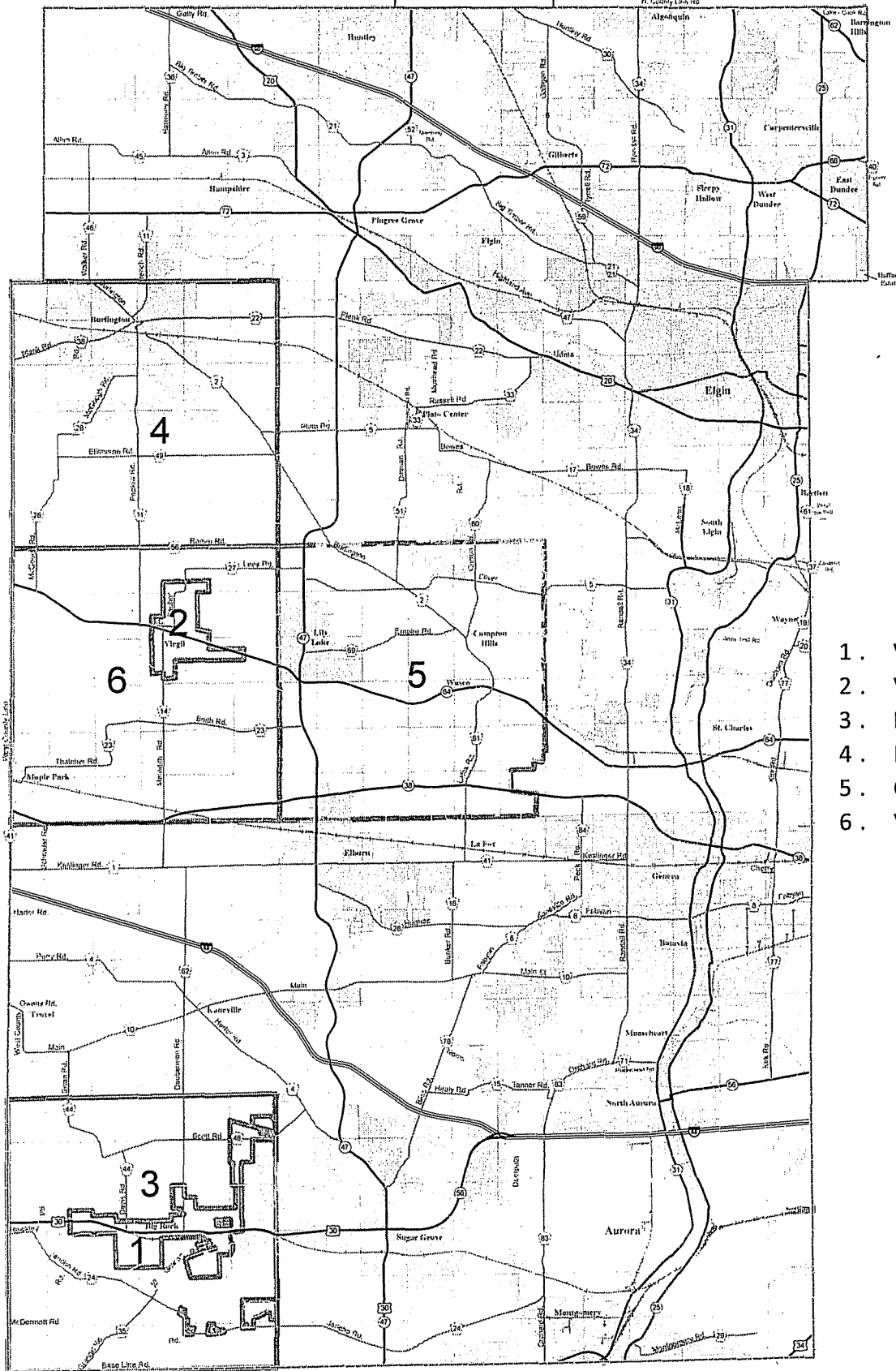
Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration Date

Addendum #1

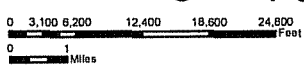


- 1 . Village of Big Rock
- 2 . Village of Virgil
- 3 . Big Rock Road District
- 4 . Burlington Road District
- 5 . Campton Road District
- 6 . Virgil Road District

Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundry
- Township Boundry
- Fox River
- Forest Preserves
- Municipalities

Section 11-00000-00-SG
Rural Sign Upgrade





KANE COUNTY
Division of Transportation

* County of Kane
Location: Various Locations
Section No.: 11-00000-00-SG
Project No.: HSIP-0089(162)
Job No.: C-91-458-11
Kane County

ADDENDUM # 2 - ADDITIONAL TERMS

In addition to the terms of the standard joint agreement, the Local Agency (LA) agrees to the following requirements:

1. The LA will ensure that all signs will be installed in accordance with the requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois Supplement to the MUTCD. The state will not be required to perform any engineering regarding whether or not a particular type of sign should be installed on any route under the LA'S jurisdiction for this program.
2. The LA has provided the state with a location map clearly showing all proposed signs as a part of the approved inventory for each jurisdictional entity. An Estimate of Cost has been included as Addendum #3.
3. The LA will be responsible to determine the number of posts and length required for each location where the post will be replaced. The LA shall ensure the post heights and the distance of signs from the edge of pavement shall meet the requirements of the current MUTCD.
4. The LA agrees to install signs and posts, at their own expense, using the following materials:
 - a. Signs - High-intensity or prismatic sheeting should be used. Engineer-grade sheeting shall not be used for this program.
 - b. Posts - Tubular steel, telescoping steel no greater than 2.25 inches by 2.25 inches, U-Channel, 4- inch by 4-inch wood, and 4-inch by 6-inch wood posts with the 6-inch side parallel to the roadway with appropriately drilled holes to ensure that the post is breakaway are allowed. All new posts shall be made breakaway.
5. The LA agrees not to stockpile signs in this program for future use.
6. The LA agrees to ensure that all new signs are installed within one year upon receiving the fully executed agreement: The LA will submit a letter to the applicable District Local Roads office, with a carbon copy to the Central BLRS, certifying that sign installation is complete.
7. After the sign upgrades have been made through this program, the LA will be responsible for continuously monitoring and maintaining their sign program.
8. Revise item 4 (a) under "THE STATE AGREES:" To reimburse the LA 90% of the Federal and State share upon award and request for payment. Upon completion of the project, the LA will be reimbursed for the remainder of project costs upon submission of an invoice accompanied by a certification that all signs have been properly installed.

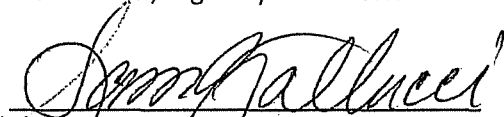
The LAs agree, accept and will comply with applicable provisions set forth in this Agreement and all addenda.



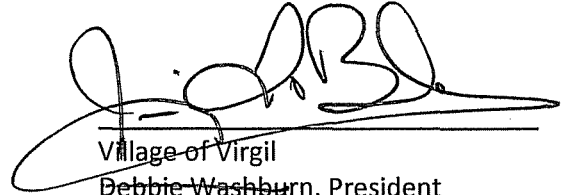
Village of Big Rock
Dean Hummell, President



Big Rock Township Road District
Rick Rausch, Highway Commissioner



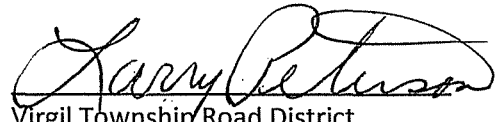
Campton Township Road District
Sam Gallucci, Highway Commissioner



Village of Virgil
Debbie Washburn, President
JAMIE LEBLANC



Burlington Township Road District
Pete Hansen, Highway Commissioner



Virgil Township Road District
Larry Peterson, Highway Commissioner