

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, October 1, 2020
7:00 P.M. – Committee Room A**

During the COVID-19 Pandemic, those wishing to attend public meetings of the Infrastructure Committee are welcome to do so at City Hall. You may attend in person and listen to the audio of the meeting, or via teleconference from home or another location on the Zoom app. Downloading Zoom from zoom.us will provide the audio link to the meeting. Anyone wishing to provide comment on a topic or an agenda item may address the Infrastructure Committee by 4:00 p.m. the day of the meeting. You may do so by either an online form on the City's website, email to publicworks@westchicago.org, or voicemail message at (630) 293-2255. Your comment to the Infrastructure Committee will be read during the Public Participation portion of the agenda.

Meeting ID: 852 657 5660

Password: 8gf5Ca

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Infrastructure Committee of September 3, 2020
3. Public Participation / Presentations
4. Items for Consent
 - A. Purchase of Five 2021 Ford Utility AWD Police Interceptor Vehicles – Haggerty Ford, West Chicago, Illinois
 - B. Resolution No. 20-R-0051 – CDBG Grant Agreement Hillside Addition and Roosevelt Highlands Subdivision Rehabilitation Project, Project Number CD20-01
 - C. Resolution No. 20-R-0054 - IDOT Local Agency Agreement for Federal Participation for Construction Cost for the Prince Crossing Road Resurfacing Project & Resolution No. 20-R-0055 – IDOT Resolution for Improvement Under the Illinois Highway Code for Use of Motor Fuel Tax Funds as City's Local Share of Construction Costs for the Prince Crossing Road Resurfacing Project
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

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West Chicago, Illinois
60185

T (630) 293-2200
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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

CITY OF
WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

September 3, 2020 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum. Chairman Beifuss called the meeting to order at 7:00 P.M. Roll call found Aldermen James Beifuss present in-person, and Aldermen Heather Brown, Sandra Dimas, Alton Hallett, and Noreen Ligino-Kubinski present via Zoom teleconference. Aldermen Matt Garling and Jeanne Short were absent.

Staff present in-person included Director of Public Works Robert Flatter. Water Treatment Plant Superintendent Joe Munder and Administrative Assistant Ashley Heidorn were present via Zoom teleconference. Mayor Pineda has determined that in-person meetings are not practical and prudent.

2. Approval of Minutes

A. Infrastructure Committee Minutes of July 2, 2020. Alderman Brown made a motion, seconded by Alderman Dimas to approve the Meeting Minutes of July 2, 2020.

Roll call was taken. Voting Yea: Aldermen Beifuss, Dimas, and Ligino-Kubinski. Voting Nay: 0. Abstaining: Aldermen Brown and Hallett.

3. Public Participation / Presentations. None.

4. Items for Consent. Alderman Dimas made a motion, seconded by Alderman Hallett to approve:

- A. Ordinance No. 20-O-0018 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City of West Chicago
- B. Resolution No. 20-R-0046 – Contract Award – Hushion Pavement Maintenance, Inc. for Parking Lot Sealcoating and Striping Services at Various City Owned Facilities During Fiscal Year 2020
- C. Resolution No. 20-R-0047 – Contract Award – Heartland Recycling-Aurora CCDD, LLC for the 2020 Water Treatment Plant Waste Lime Sludge Removal Project
- D. Resolution No. 20-R-0049 – Contract Award – Thomas Engineering Group, LLC for Construction Oversight Services of Public Improvements to be Constructed by Pulte Home Company, LLC for the Trillium Farm Subdivision Development Project

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Hallett, and Ligino-Kubinski. Voting Nay: 0.

5. Items for Discussion. None.

6. Unfinished Business. None.

7. New Business. None.

8. Reports from Staff. Mr. Flatter noted that the contractor for the 2020 Sidewalk and Curb Maintenance Program began with sidewalk and curb removals this week and is scheduled to start pouring early next week.

9. Adjournment. At 7:09 P.M., Alderman Brown made a motion to adjourn, seconded by Alderman Dimas. Roll call found the vote unanimous for approval.

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of Five 2021 Ford Utility AWD Police Interceptor Vehicles – Haggerty Ford, West Chicago, Illinois

AGENDA ITEM NUMBER:4.A.**COMMITTEE AGENDA DATE:** October 1, 2020**COUNCIL AGENDA DATE:** October 5, 2020**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

For FY 2020, the Police Department has planned and budgeted for the replacement of two 2014 Chevrolet Caprice (black and white marked patrol units), two 2015 Ford Utility (Ford Explorer) AWD Police Interceptor vehicles (black and white marked patrol units), and one 2014 Ford Utility (Ford Explorer) AWD Police Interceptor (solid black unmarked patrol unit) with five 2021 Ford Utility AWD Police Interceptors (Ford Explorers).

To allow local vendors an opportunity to quote on the 2021 Ford Utility Police Interceptor, the City of West Chicago recently solicited price quotes from twelve Ford dealerships in Illinois. These dealerships included eight local Ford dealerships, two Ford dealerships that previously held State of Illinois contracts (i.e., dealerships from Taylorville, Illinois and Springfield, Illinois), one Ford dealership from Greenfield, Illinois that holds the current State of Illinois contract, and one Ford dealership from Frankfort, Illinois that holds the Suburban Purchasing Cooperative (SPC) Joint Purchasing Program contract. From our request, only five dealerships responded:

- Haggerty Ford, West Chicago, Illinois - \$34,084.00 each.
- Packey Webb Ford, Naperville, Illinois - \$34,149.00 each.
- Currie Motors Fleet, Frankfort, Illinois (SPC Program) – \$34,492.00 each.
- Hawk Ford of St. Charles, St. Charles, Illinois - \$35,124.00 each.
- Joe Cotton Ford, Carol Stream, Illinois - \$36,049.00 each.

Based on comparable pricing received, staff recommends ordering the five 2021 Ford Utility AWD Police Interceptor vehicles for the Police Department from Haggerty Ford in West Chicago, Illinois, for an amount not to exceed \$170,420.00 (\$34,084.00 each).

This proposed purchase will be made using money from the Drug Fund, which is a restricted fund from which only eligible equipment purchases may be made; no personnel/benefit, non-police-related capital or other routine operating expenses may be paid from the Drug Fund. Necessary appurtenances/equipment (i.e., lights, sirens, decals, radios, computers, protective screens/cages, etc.) will be installed by a third party after the City of West Chicago takes delivery of the units (estimated to cost an additional \$12,000.00 per vehicle).

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

That the West Chicago City Council authorize the purchase of five 2021 Ford Utility AWD Police Interceptor vehicle, for a cost not to exceed \$170,420.00, from Haggerty Ford, West Chicago, Illinois and authorize the City Administrator to contract with a third-party to install the necessary appurtenances/equipment for those five vehicles at an estimated cost of \$60,000.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 20-R-0051 - CDBG Grant Agreement
Hillside Addition and Roosevelt Highlands Subdivision
Rehabilitation Project, Project Number CD20-01

AGENDA ITEM NUMBER:H.B.**COMMITTEE AGENDA DATE:** October 1, 2020**COUNCIL AGENDA DATE:** October 5, 2020**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE**

ITEM SUMMARY:

On October 11, 2019, the City submitted applications for Community Development Block Grant (CDBG) funding, under Resolution No. 19-R-0046, to DuPage County for two infrastructure improvement projects in various low to moderate income areas of West Chicago:

1. Hillside Addition and Roosevelt Highlands Subdivision Rehabilitation Project, which consists of Elizabeth St., Gates St., and S. Oak St. from Dayton St. to Forest Ave.; Dayton St. from Bishop St. to S. Oak St., Glen Ave. and August St. from Bishop St. to IL Route 59; and Dale Ave. from S. Oak St. to IL Route 59. This project was listed as the City's first priority.
2. Fair Meadows Subdivision Rehabilitation Project, which consists of Allen Ave., Barber St., and Blakely St. from August Ave. to Glen Ave.; Bishop St. from IL Route 38 to Forest Ave.; Glen Ave. from Joliet St. to Bishop St., and August St. from Joliet St. to IL Route 59. This project was listed as the City's second priority.

As required as part of the application process, a public hearing for the above referenced projects was held on Monday, September 30, 2019, at 12:00 p.m. at the West Chicago Water Treatment Plant.

On May 12, 2020, DuPage County notified the City that an award in the maximum amount of \$400,000.00 (approximately forty-four percent (44%) of the total anticipated project cost of \$912,325.99), had been made for the Hillside Addition and Roosevelt Highlands Subdivision Rehabilitation Project (see attached). On September 11, 2020, the City received notice that the DuPage Community Development Commission requires the City to enter into an Agreement with DuPage County for said project funding (see attached notice and Agreement). Therefore, staff is seeking authorization for the City Administrator to sign and execute an Agreement between DuPage County and the City of West Chicago for participation in CDBG Grant funding for the Hillside Addition and Roosevelt Highlands Subdivision Rehabilitation Project, Project Number CD20-01.

Following execution of the Agreement by DuPage County, staff will commence preparing bid documents and final construction plans. Staff anticipates bidding the project in February 2021 with construction anticipated to commence in May 2021.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 20-R-0051 authorizing the City Administrator to sign and execute the Agreement between DuPage County and the City of West Chicago for participation in CDBG Grant funding for the Hillside Addition and Roosevelt Highlands Subdivision Rehabilitation Project, Project Number CD20-01.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 20-R-0051

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT BETWEEN DUPAGE COUNTY AND THE CITY OF WEST CHICAGO FOR PARTICIPATION IN CDBG GRANT FUNDING IN THE MAXIMUM AMOUNT OF \$400,000.00 FOR CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH PROJECT NUMBER CD20-01 AND KNOWN AS THE HILLSIDE ADDITION AND ROOSEVELT HIGHLANDS SUBDIVISION REHABILITATION PROJECT

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City Administrator is hereby authorized to execute an Agreement between DuPage County and the City of West Chicago for participation in CDBG Grant funding for certain public infrastructure improvements associated with Project Number CD20-01, known as the Hillside Addition and Roosevelt Highlands Subdivision Rehabilitation Project (Sections of Elizabeth Street, Gates Street, South Oak Street, Dayton Street, Glen Avenue, August Street, and Dale Avenue), in the maximum amount of \$400,000.00 as awarded, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 5th day of October, 2020

AYES: _____

NAYES: _____

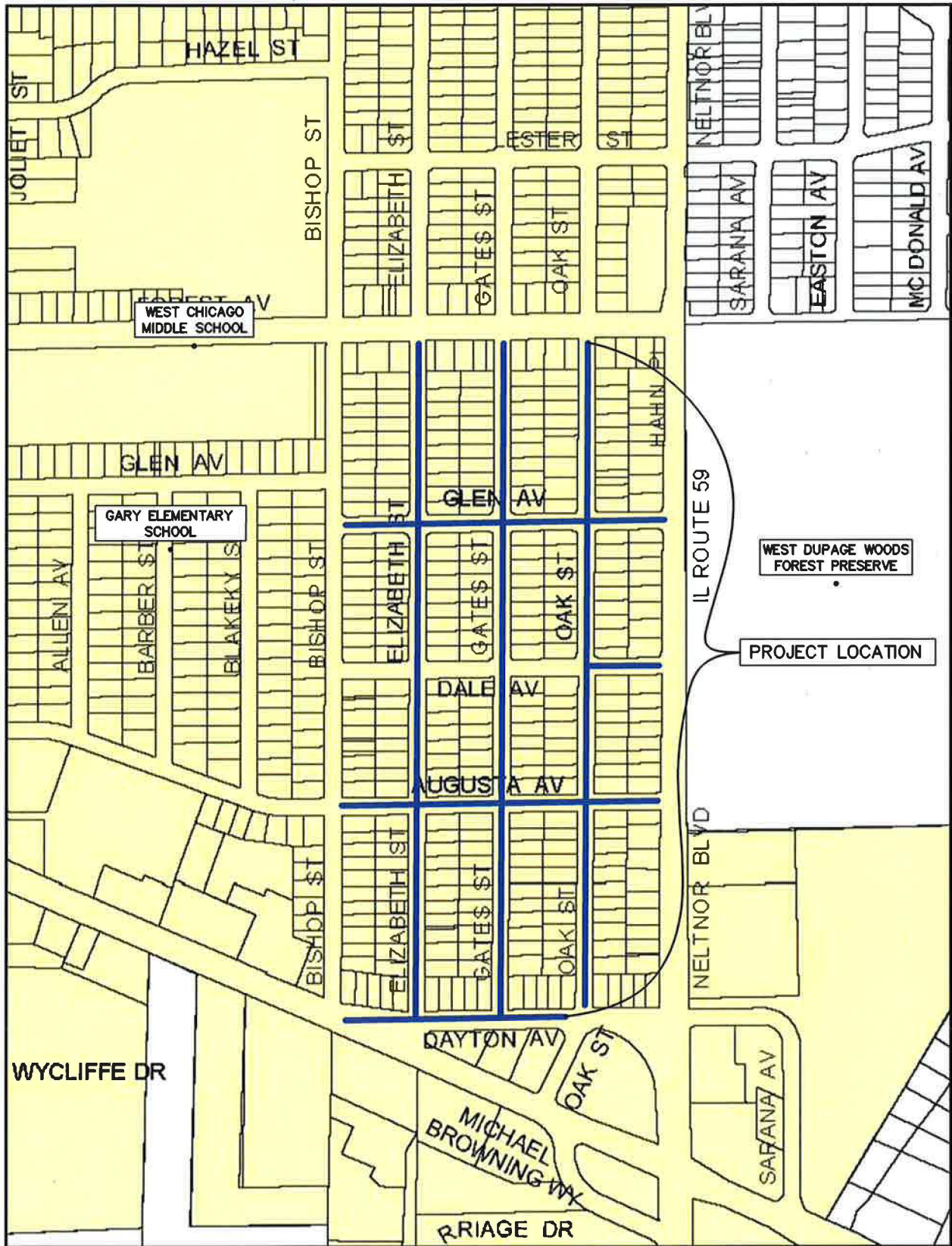
ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith



HILLSIDE ADDITION AND ROOSEVELT HIGHLANDS
SUBDIVISION REHABILITATION PROJECT



**DUPAGE
COUNTY**

Daniel J. Cronin
County Board Chairman

(630) 407-6060
chairman@dupageco.org

May 12, 2020

Mr. Michael Guttman, City Administrator
City of West Chicago
475 Main Street
West Chicago, IL 60185

Project Name: Hillside Addition and Roosevelt Highlands Subdivision Rehabilitation Project
Award Amount: \$400,000
Project Number: CD20-01

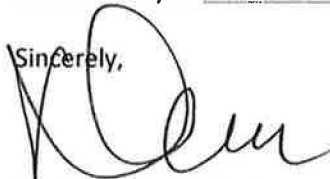
Dear Mr. Guttman,

It is my pleasure to inform you that the City of West Chicago will be receiving an award from the DuPage County Community Development Block Grant Program. The above-cited award was approved by the DuPage County Board as part of the 2020 Annual Action Plan element of the 2020-2024 DuPage County Consolidated Plan, and is contingent upon receipt of funds from the U.S. Department of Housing and Urban Development.

Anna Sitton, Community Development Specialist, and Hayley Woodbridge are assigned to administer this project. They will be preparing the Agreement in the next few weeks and will send it to you for execution by the City of West Chicago. Once that document has been returned to the County a signed copy will be returned to you for your records and administration of the grant. The Agreement is not only a legal instrument, but also a working document, so when you receive it, please share the Agreement with all personnel who will be involved in implementation of this project.

Please be reminded that you cannot commit funds (i.e. sign contracts) for any part of this project, including matching funds, until the Agreement is executed, and the Environmental Review is complete.

DuPage County is pleased to help the low-income areas and citizens that this project will support. We look forward to working with you toward successful completion of this project. Should you have any questions, do not hesitate to contact Anna Sitton at 630-407-6608 or electronically at anna.sitton@dupageco.org.

Sincerely,


Daniel J. Cronin, Chairman
DuPage County Board
cc: Anna Sitton
cc: Hayley Woodbridge



**DUPAGE
COUNTY**

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

September 11, 2020

Mr. Michael Guttman
City Administrator
City of West Chicago
475 Main Street
West Chicago, IL 60185

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

Re: **Project Name:** Hillside Addition and Roosevelt Highlands Subdivision
 Rehabilitation Project (Priority 1 of 2)
 Project Number: CD20-01
 Award Amount: \$400,000.00 CDBG Funds

Dear Mr. Guttman:

Enclosed please find the CDBG AGREEMENT for the above-cited project. We recommend that you review the Agreement with your attorney. This Agreement is not only a legal instrument but also a working document. Therefore, please make it available to personnel who will be involved in the implementation of this project. Please have the person authorized by the Resolution execute the Agreement and return the original to our office. When returned, the original Agreement must include authorized signatures on the Agreement (page 13) and on Exhibit B (page 20).

Once the Agreement has been returned to me, it will be sent to Chairman Cronin for signature and a copy will be returned to you for your records and administration of the grant. I will then arrange a project set-up meeting.

Please note that no funds, including any matching funds, can be committed (under contract) for this project until the Subgrantee Agreement is executed, the environmental review is completed, and all procurement requirements are met.

I look forward to working with the City of West Chicago staff toward successful completion of this project. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Hayley Woodbridge
Housing & Community Development Planner
Email: hayley.woodbridge@dupageco.org
Phone: 630-407-6467

Enc.

**AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
CITY OF WEST CHICAGO
\$400,000.00 – CD20-01**

This AGREEMENT is entered into as of the _____ day of _____ 2020, by and between the COUNTY OF DU PAGE, a politic body and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the CITY OF WEST CHICAGO an Illinois Municipal Corporation, (hereinafter called "SUBGRANTEE") having a principal place of business at 475 Main Street, West Chicago, Illinois 60185.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has applied for Community Development Block Grant Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter called "ACT"); and

WHEREAS, SUBGRANTEE has heretofore agreed with the COUNTY to participate with the COUNTY in an application for Community Development Block Grant (hereinafter called "CDBG") funds so that the population of SUBGRANTEE is included in the total population utilized for grant calculation purposes by the COUNTY; and

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein ("CDBG FUNDS"); and

WHEREAS, the County Board approved this project on March 10, 2020, as part of the 2020 Action Plan under Resolution # HHS-R-0068-20, as part of the 2020-2024 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution #HHS-R-0068-20; and

WHEREAS, COUNTY and SUBGRANTEE enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following Exhibits are hereby incorporated herein:
 - 1. Exhibit A. Assurances;
 - 2. Exhibit B. Equal Opportunity Certification.

II. SCOPE OF THE PROJECT

- A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity, as previously defined in the application and project description, dated 10/11/2019, and submitted by the SUBGRANTEE, entitled Hillside Addition and Roosevelt Highlands Subdivision Rehabilitation Project (Priority 1 of 2), hereinafter called "PROJECT") in.
- B. The purpose of the activities funded pursuant to this AGREEMENT is to resurface roadways to address severe pavement damage and make improvements to sidewalks in order to meet current ADA accessibility requirements. The scope of the activities for the project includes:
 - 1. Resurfacing roadways within the project area including Dayton Ave. from Bishop St. to Oak St.; Augusta Ave. from Bishop St. to Neltnor Blvd.; Dale Ave. from S. Oak St. to Neltnor Blvd.; Glen Ave from Bishop St. to Neltnor Blvd.; Elizabeth St. from Dayton Ave. to Forest Ave.; Gates St. from Davton Ave. to Forest Ave.; and S Oak St. from Dayton Ave. to Forest Ave. Resurfacing includes the following: 2" HMA asphalt surface removal, installation of area of reflective crack control treatment, installation of .75" HMA leveling binder, and installation of 1.5" HMA surface course. Additionally, sidewalks in the project area will be replaced as necessary to meet ADA compliance, including sidewalk squares, sidewalk corners, and ADA curb ramps. New sidewalk, where it does not currently exist, will be installed along Dale Ave. and Glen Ave. Moreover, sewer and water main frames and structures will be replaced and updated.
 - 2. Reimburse for other costs associated with the PROJECT that are consistent with the scope and intent of the PROJECT and are pre-approved by CDC staff.
- C. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the Community Development Block Grant program in accordance with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 ("Super Circular"):
 - 1. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.
 - 2. The SUBGRANTEE shall submit the Bid Specifications and plans to the offices of the DuPage Community Development Commission (hereinafter called "CDC office") for staff's approval prior to advertising in a local newspaper and any construction media.

3. The SUBGRANTEE shall include in the invitation for bids, the statement "Minorities and women contractors are encouraged to submit bids." The SUBGRANTEE shall publicly advertise in a local newspaper and any construction media specifically inviting MBE/WBE firms to submit bids.
 4. All bids will be publicly opened at the time and place prescribed in the invitation for bids.
 5. The SUBGRANTEE shall provide the CDC office with a copy of the classified advertisement and the results from the bid opening.
 6. The contract award will be made, in writing, to the lowest responsive and responsible bidder meeting specifications. Any or all bids may be rejected, if there is reason to believe that the low bidder will be unable to complete the project in accordance with the Bid Specifications, including but not limited to the following reasons: contractor has been debarred, suspended, declared ineligible or voluntarily excluded from participation by the U.S. government from working on Federally funded projects, contractor is unable to furnish any required bond, contractor has a poor record of past performance, or contractor's bid is unusually low in relation to other bids and contractor is not able to document satisfactorily how it will be able to meet the Bid Specifications for the amount bid.
- D. The SUBGRANTEE shall comply with the Federal Labor Standards and Prevailing Wage Rates as applied to the Community Development Block Grant Program in accordance with Title 29 of the Code of Federal Regulations, part 5:
1. After the start of construction, the SUBGRANTEE shall provide to the CDC Staff weekly reports from the contractor and/or subcontractor(s) relative to the work performed by them at the PROJECT site. The SUBGRANTEE shall conduct employee interviews of the contractor and/or subcontractor(s) at the PROJECT site.
 2. Originals of all documents required for compliance with the Federal Labor Standards shall be supplied to the CDC Office.
- E. SUBGRANTEE shall erect a sign in a prominent place at the job site crediting the DuPage Community Development Commission and HUD for funding the PROJECT by including the following statement:
- "Funding for this PROJECT has been provided, in part, by the DuPage Community Development Commission from the U.S. Department of Housing and Urban Development's Community Development Block Grant Program."

- F. The SUBGRANTEE shall provide a progress report to the CDC office quarterly (or monthly at the request of CDC staff), reporting on the status of the PROJECT in relation to the project target dates. The progress reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is closed out.
- G. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. Written request for an exception to this provision must be made, in writing, to the CDC Office explaining why the SUBGRANTEE needs the income, the specific activities the SUBGRANTEE will undertake with the funds and how the SUBGRANTEE will report the income and expenditures to the COUNTY. A written response to the request will be provided to SUBGRANTEE from the COUNTY. It is not anticipated that this project will generate program income.
- H. Cost certifications and financial reviews will be required at various times throughout the construction of the project. If it is determined that costs are less than originally projected, or that revenues are higher, the County reserves the right to reduce the CDBG loan/grant amount.

III. AMOUNT AND TERMS OF GRANT

- A. The COUNTY shall distribute to SUBGRANTEE, as SUBGRANTEE'S portion of the total grant received by the COUNTY and in consideration of SUBGRANTEE'S undertaking to perform the PROJECT, a maximum of FOUR HUNDRED THOUSAND and 00/100 Dollars (\$400,000.00) (hereinafter "GRANT FUNDS"), to be paid in the manner set forth herein in Section VII and in Exhibit "A".
- B. This PROJECT shall be identified as CDC Agreement No. CD20-01. This identifying number shall be used by SUBGRANTEE on all payment requests.
- C. SUBGRANTEE shall be responsible for the contribution of a minimum of FIVE HUNDRED TWELVE THOUSAND THREE-HUNDRED TWENTY-FIVE and 99/100 Dollars (\$512,325.99) or approximately FIFTY-SIX Percent (56%) of the total project cost in leveraging funds to the PROJECT, and evidence of said leveraging funds shall be made conspicuous within the written request and accompanying documents.
- D. Grant funds for this PROJECT are awarded based on the ratio of the granted amount, FOUR HUNDRED THOUSAND and 00/100 Dollars (\$400,000.00) and the total project cost, NINE-HUNDRED TWELVE THOUSAND THREE-HUNDRED TWENTY-FIVE and 99/100 Dollars (\$912,325.99, as provided in the application. The ratio of these two figures establishes the amount split between the COUNTY and the SUBGRANTEE. For this PROJECT, the COUNTY is committed to approximately FORTY-FOUR Percent (44%) and the SUBGRANTEE is responsible for approximately FIFTY-SIX Percent (56%) of each payment request.

IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT

- A. COUNTY shall assist SUBGRANTEE in complying with the ACT and the rules and regulations promulgated for implementation of the ACT.
- B. SUBGRANTEE agrees to abide by the ACT, and all HUD rules and regulations promulgated

to implement the ACT, as identified in Exhibit "A" attached hereto and made a part hereof.

- C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable to complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit "B" attached hereto and made a part hereof.
- D. The SUBGRANTEE shall comply and assist COUNTY in complying with 24 CFR part 58 prior to COUNTY'S commitment of CDBG FUNDS to the SUBGRANTEE. Failure to comply with or violation of provisions in subparagraphs (1), (2), and (3) set forth below may result in the denial of any funds under this AGREEMENT. SUBGRANTEE shall:
 - 1. At COUNTY'S request, supply COUNTY with all available and relevant information necessary for COUNTY to perform any environmental review required by 24 CFR part 58 for the project; and
 - 2. Carry out mitigating measures required by COUNTY or select an alternate property; and
 - 3. Not acquire, rehabilitate, convert, lease, repair or construct property, nor commit or expend CDBG or local funds for these program activities on a HUD assisted project until COUNTY has completed an environmental review to the extent required under 24 CFR part 58 and has given notification of its approval in accordance with 24 CFR part 58.
- E. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on COUNTY's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.
- F. SUBGRANTEE, in performing under this AGREEMENT, shall:
 - 1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice; and
 - 2. Take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.
- G. SUBGRANTEE agrees and authorizes CDC and the U. S. Department of Housing and Urban Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with the provisions set forth in Paragraph D above. SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the non-discriminatory clause set forth in Paragraph D above.
- H. SUBGRANTEE agrees not to violate any laws, State or Federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the

SUBGRANTEE in the PROJECT or payments made pursuant to this AGREEMENT.

- I. SUBGRANTEE agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.
- J. SUBGRANTEE shall maintain records to show actual time devoted and costs incurred in relation to the PROJECT and shall prepare and submit quarterly progress reports which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days prior written notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.
- K. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular"). SUBGRANTEE shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the AGREEMENT.
- L. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.
- M. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect performance under this Agreement, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.
- N. SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand and submit all billings attributable to this PROJECT at the time this AGREEMENT expires.
- O. SUBGRANTEE will ensure that any real property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with CDBG funds in excess of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000) is used to meet the benefit of low and moderate income persons as defined by HUD, for a compliance period of five (5) years after the expiration of the AGREEMENT.
- P. If during the five (5) year compliance period after the expiration of this AGREEMENT, the SUBGRANTEE disposes of any property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with GRANT FUNDS in an amount in excess of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000), then the SUBGRANTEE will reimburse the COUNTY in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

V. RIGHTS TO SUBCONTRACT

- A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT to such engineers, architects, independent land use consultants, professional land planners, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE.
- B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 24 CFR part 570.200(d)(2) and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").

VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of GRANT FUNDS for the PROJECT.
- B. After the COUNTY has received notification that GRANT FUNDS for the PROJECT have been released by HUD, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.
- C. COUNTY agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT.

VII. BILLING PROCEDURE

- A. Upon release of GRANT FUNDS by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as reimbursement for costs incurred by SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE shall comply with the following requirements:
 - 1. The SUBGRANTEE shall provide the CDC Office, upon approval of this Agreement, with an itemized list of all estimated expenditures. This list shall show expected quantities and unit prices for each item.
 - 2. SUBGRANTEE shall submit a request for disbursement of GRANT FUNDS, on a form provided by the COUNTY (hereinafter referred to as "Request for Payment");
 - 3. Requests for Payment shall be submitted on a timely basis. Each Request for Payment sent to the COUNTY shall be accompanied by a payment estimate form signed by the SUBGRANTEE's authorized representative, showing the work completed. Where the PROJECT includes funding sources in addition to the GRANT FUNDS herein, a written accounting of all funding sources applied to the PROJECT shall accompany the Request for Payment.
- B. Request for Payment
 - 1. Any request for reimbursement pertaining to construction work shall include the following:
 - a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of

SUBGRANTEE's knowledge, information and belief, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and

- b. For final payment, a written statement that the work has been performed in a satisfactory manner and in conformance with the contract;
 - c. Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. All change orders must be approved by the CDC staff. All change orders must be cost reasonable and include supporting documentation to justify the cost and prove cost reasonableness. Any change orders must be authorized, in writing, by the SUBGRANTEE and a copy of such authorization shall be submitted to the CDC Office before payment pursuant to such change orders is made; and
 - d. The COUNTY's processing of all requests for payment shall be contingent upon the submission of the required documentation by the contractor and subcontractor to the COUNTY that fully complies with Federal labor standards, Uniform Relocation Act or any other applicable Federal, State, County or local statutes, rules or regulations. COUNTY reserves the right to withhold a percentage of funded amount until all required documentation and work is performed to meet all federal and local standards; and
 - e. SUBGRANTEE may request reimbursement for work completed and each Request for Payment must be accompanied by a copy of a cancelled check as documentation of payment to contractors.
2. Any Request for Payment pertaining to acquisition of real property shall be accompanied by a copy of an executed contract for the purchase of real property and supporting documentation, if any, requested by the CDC Office.
 3. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.
 4. SUBGRANTEE must submit Request for Payment at least quarterly and at most monthly.
 5. SUBGRANTEE shall cooperate with the COUNTY to facilitate the COUNTY's maintenance of financial records regarding the PROJECT as required by the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
- C. The COUNTY shall process an acceptable Request for Payment of GRANT FUNDS in accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal policies.

VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

- A. SUBGRANTEE shall administrate the GRANT FUNDS in conformance with the regulations, policies, guidelines and requirements of SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular")
- B. SUBGRANTEE shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT and shall submit to COUNTY a quarterly progress report no later than the fifth (5th) day of the end of the quarter following the activity being reported. Quarters are based on a grant year of April 1st through March 31st; reports would therefore be due July 5th, October 5th , January 5th and April 5th. Final Reports to be clearly marked "FINAL." CDC staff may request monthly reports instead of quarterly reports. Other reporting requirements are specified in Exhibit "A" attached hereto and made a part of this AGREEMENT.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

- A. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of GRANT FUNDS to SUBGRANTEE for SUBGRANTEE's substantial breach of this AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBGRANTEE of this AGREEMENT.
- B. During the implementation of the PROJECT, the COUNTY may suspend payments of GRANT FUNDS due to use of GRANT FUNDS in a manner unrelated to SUBGRANTEE's performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a payment request; submission by SUBGRANTEE of incorrect or incomplete reports, or SUBGRANTEES suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraphs A and B of this Section IX, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the GRANT FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.
- D. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS in its possession or control and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

X. REMEDIES

- A. In the event of any violation or breach of this Agreement by SUBGRANTEE, misuse or misapplication of funds derived from this Agreement by SUBGRANTEE, or any violation of any statutes, rules and regulations, directly or indirectly, by the SUBGRANTEE and/or any of its agents or representatives, then SUBGRANTEE, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys' fees and other costs of defense, resulting from such action or omission by SUBGRANTEE.
- B. In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section X, then the SUBGRANTEE shall immediately notify the COUNTY, in writing, providing the full details of the alleged violation. The SUBGRANTEE shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this AGREEMENT and the Federal agency, SUBGRANTEE shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBGRANTEE shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the COUNTY is indemnified.
- D. If the COUNTY has lost or been prevented from receiving any Federal funds, other than the GRANT FUNDS, as a result of any alleged violation subject to the remedy provisions hereof, the SUBGRANTEE shall repay, upon demand by the COUNTY, such amount of GRANT FUNDS allegedly due, as a result of the alleged breach, and the SUBGRANTEE may then pursue any remedy it may have in an appropriate forum.

XI. TIMELINESS

- A. Time is of the essence. SUBGRANTEE will be responsible for meeting the schedule deadlines listed below. Any target which the SUBGRANTEE does not achieve within two (2) months of the date listed will require the SUBGRANTEE to submit a revised implementation schedule for approval by CDC Staff. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Progress Schedule</u>	<u>Date</u>
1. 50% of funds expended (claims submitted, approved & processed for 50% of funds)	<u>February 28, 2021</u>
2. 100% of funds expended (claims submitted, approved & processed for 100% of funds)	<u>August 31, 2021</u>

- B. SUBGRANTEE shall complete the PROJECT by August 31, 2021. However, in the event of any alterations or additions or of circumstances beyond the control of SUBGRANTEE, which in the opinion of the DuPage County Director of Community Services ("Director") will require additional time for completion of the PROJECT, then in that case, the time of completion may be extended by said Director by a period of time not to exceed nine (9) months.

SUBGRANTEE shall; promptly give written notice to the Director of Community Services and to the COUNTY of the anticipated delay, the reasons therefore, a revised implementation schedule, and written request for an extension of time for completion of the PROJECT. A revised implementation schedule shall be submitted to the COUNTY for approval by SUBGRANTEE if the COUNTY grants an extension.

- C. After a period of twelve (12) months from the date of this AGREEMENT, the Director shall review the progress of the PROJECT. At the time of this review, if the SUBGRANTEE has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBGRANTEE, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBGRANTEE of its action.
- D. If SUBGRANTEE is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT within eighteen (18) months or longer of the date of this AGREEMENT, it shall immediately give written notice to the Community Development Commission Executive Committee, County Development Committee, and to the COUNTY of the anticipated delay, the reasons therefore, a revised implementation schedule, and request an extension of time for completion of the PROJECT. The Community Development Commission Executive Committee shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall notify the SUBGRANTEE if the time extension will be granted or denied, and whether it intends to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted by SUBGRANTEE if an extension is granted by the COUNTY.

XII. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - except as provided in Section V hereof, SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any GRANT FUNDS or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.
- D. ATTORNEY'S OPINION - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, State and Federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.

- E. DURATION – Unless determined otherwise by the COUNTY pursuant to the terms of this Agreement above, this Agreement will remain in effect for the period of compliance required by federal regulations under the ACT.

- F. INDEMNIFICATION AND HOLD HARMLESS - SUBGRANTEE shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBGRANTEE, its agents or employees, in undertaking and performing under this Agreement. The SUBGRANTEE does not hereby waive any defenses or immunity available to it with respect to third parties.

- G. SEVERABILITY – In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

- H. PARTICIPATION IN NEEDS ASSESSMENTS – In consideration of receiving CDBG funds from the COUNTY, the SUBGRANTEE shall participate in DuPage County Needs Assessments via client surveys, focus groups, client data, and agency/board surveys in a timely fashion for the benefit of the COUNTY.

- I. DISCLAIMER – Nothing in this AGREEMENT is to be construed as creating a partnership between the CDC and any other party to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY: _____
Daniel J. Cronin,
Chairman DuPage County Board

DATE: _____

ATTEST: _____
Jean Kaczmarek,
County Clerk

SUBGRANTEE: CITY OF WEST CHICAGO, an Illinois Municipal Corporation

ADDRESS: 475 Main Street
West Chicago, Illinois 60185

BY: _____
Michael Guttman,
City Administrator

DATE: _____

ATTEST: _____
Signature

Printed Name

Title

EXHIBIT A
ASSURANCES

The SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

- A. It is a member of the DuPage Community Development Commission, possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
- B. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
- C. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
 - 1. Met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
 - a. The estimate of the amount of CDBG FUNDS proposed to be used for activities that will benefit persons of low and moderate income; and
 - b. Its plan for minimizing displacement of persons as a result of activities assisted with CDBG FUNDS and to assist persons actually displaced as a result of such activities;
 - 2. Prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
- D. The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 - 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;
 - 4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
 6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;

8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR 570.606;
 10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
 11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;
 12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 13. The Fair Housing Act (42 U.S.C. 3601-20);
- E. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608; and
 - F. When a grant is in excess of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329).
 - G. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
 - H. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate income persons, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.
 - I. The SUBGRANTEE certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1.);
 4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).
- J. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- K. In regards to lobbying, the SUBGRANTEE certifies:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUBGRANTEE, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 the 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.
3. The SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement(s) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Community Development Block Grant Program
County of DuPage

The undersigned understands and agrees that it is a SUBGRANTEE of the Community Development Block Grant Program of the County of DuPage. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DuPage and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SUBGRANTEE further agrees to the following:

- A. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
- B. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program construction.
- C. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
- D. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
- E. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and Federally assisted construction contracts pursuant to the Executive Order.
- F. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.

G. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBGRANTEE until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

SUBGRANTEE: CITY OF WEST CHICAGO, an Illinois Municipal Corporation

ADDRESS: 475 Main Street
West Chicago, Illinois 60185

BY: _____
Michael Guttman,
City Administrator

DATE: _____

ATTEST: _____
Signature

Printed Name

Title

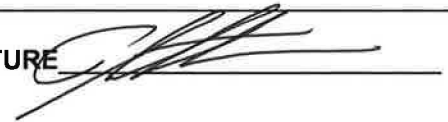
CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 20-R-0054 - IDOT Local Agency Agreement for Federal Participation for Construction and Construction Engineering Costs for the Prince Crossing Road Resurfacing Project

Resolution No. 20-R-0055 – IDOT Resolution for Improvement Under the Illinois Highway Code for Use of Motor Fuel Tax Funds as City's Local Share of Construction and Construction Engineering Costs for the Prince Crossing Road Resurfacing Project

AGENDA ITEM NUMBER:4cC**COMMITTEE AGENDA DATE:** October 1, 2020**COUNCIL AGENDA DATE:** October 5, 2020**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE**

ITEM SUMMARY:

The Prince Crossing Road Resurfacing Project mainly consists of roadway resurfacing with sidewalk curb ramp upgrades, detectable warnings, pavement markings, detector loop replacement, utility structure adjustments, recessed reflective pavement markers, pavement markings, and final restoration of Prince Crossing Road from North Avenue (Illinois Route 64) to Geneva Road (DuPage County Highway 21). The project has a total length of 1.79 miles. See attached map for additional clarification.

With final design plans and specifications completed and approved by IDOT, the project has been programmed for IDOT's letting of Friday, January 15, 2021. Pending contract award by IDOT, construction is anticipated to commence in May 2021.

The engineer's estimate of construction cost for said project is \$978,927.00 and construction engineering services are estimated at \$48,946.00, for a total estimated project cost of \$1,027,873.00. Seventy percent (70%) of the total estimated project cost (not to exceed \$719,511.00 per the attached Local Agency Agreement) are to be funded through the Surface Transportation Program (STP) grant, which is Federal funding administered by the Illinois Department of Transportation (IDOT). Therefore, IDOT forms and contracts must be utilized and IDOT procedures must be strictly observed and followed. Given such, the City of West Chicago must execute a Local Public Agency Agreement for Federal Participation (BLR 05310) with the IDOT (see attached). Said Agreement must be executed and returned to IDOT prior to November 16, 2020 to remain on the January letting. Please note that the Local Agency Agreement as written is based on an engineer's cost estimate of \$1,027,873.00, which was generated as part of the funding application process, which was submitted prior to completion of actual design services. Previously, IDOT would require a municipalities to execute Agreement that were based on actual bid results/contract award values. However, IDOT has changed its procedures and now requires executed Agreements based on engineer's cost estimates prior to letting.

The City's share of the project's construction costs will be funded with Motor Fuel Tax funds (01-09-26-4807) in which adequate funds will be budgeted in FY 2021 for this street improvement project.

CITY OF WEST CHICAGO

Use of Motor Fuel Tax funds as the City's local share of construction and construction engineering costs requires an IDOT Resolution for Improvement Under the Illinois Highway Code (BLR 09110) to be executed by the City Clerk and submitted to IDOT (see attached).

Staff recommends execution of the attached Local Public Agency Agreement for Federal Participation (BLR 05310) and the Resolution for Improvement Under the Illinois Highway Code (BLR 09110).

ACTIONS PROPOSED:

Approve Resolution No. 20-R-0054 authorizing the Mayor to execute a Local Public Agency Agreement for Federal Participation (BLR 05310) between the Illinois Department of Transportation and the City of West Chicago for STP grant funding for construction and construction engineering costs related to the Prince Crossing Road Resurfacing Project; and approve Resolution No. 20-R-0055 authorizing the City Clerk to execute an Illinois Department of Transportation Resolution for Improvement Under the Illinois Highway Code (BLR 09110) for use of Motor Fuel Tax funds for the City's local share of the project's construction and construction engineering costs.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 20-R-0054

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (BLR 05310) BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST CHICAGO FOR STP GRANT FUNDING FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING COSTS RELATED TO THE PRINCE CROSSING ROAD RESURFACING PROJECT

WHEREAS, the City of West Chicago is attempting to improve a segment of Prince Crossing Road from Geneva Road to Illinois Route 64 that is approximately 1.79 miles in length; and,

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and,

WHEREAS, the federal fund source requires a match of local funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City of West Chicago authorized three hundred eight thousand three hundred sixty-two dollars and zero cents (\$308,362.00), or as much money as may be needed, to match federal funds in the completion of MFT Section Number 19-00083-00-RS.

BE IT FURTHER RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Local Public Agency Agreement for Federal Participation (BLR 05310) between the Illinois Department of Transportation and the City of West Chicago for STP grant funding for construction and construction engineering costs related to the Prince

Crossing Road Resurfacing Project, in substantially the form attached hereto and incorporated herein as Exhibit "A"; and,

BE IT FURTHERE RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Clerk is hereby directed to transmit five certified copies of this Resolution to the Illinois Department of Transportation.

APPROVED this 5th day of October, 2020.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

RESOLUTION NO. 20-R-0055

A RESOLUTION AUTHORIZING THE CITY CLERK TO EXECUTE AN ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE (BLR 09110) FOR USE OF MOTOR FUEL TAX FUNDS FOR THE CITY'S LOCAL SHARE OF CONSTRUCTION AND CONSTRUCTION ENGINEERING COSTS RELATED TO THE PRINCE CROSSING ROAD RESURFACING PROJECT

WHEREAS, the City of West Chicago is attempting to improve a segment of Prince Crossing Road from Geneva Road to Illinois Route 64 that is approximately 1.79 miles in length; and,

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and,

WHEREAS, the federal fund source requires a match of local funds; and,

WHEREAS, the City desires to use Motor Fuel Tax funds as its match of local funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City of West Chicago authorized the use of Motor Fuel Tax funds in the amount of three hundred eight thousand three hundred sixty-two dollars and no cents (\$308,362.00), or as much money as may be needed, to match federal funds in the completion of MFT Section Number 19-00083-00-RS.

BE IT FURTHER RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City Clerk is hereby authorized to execute an Illinois Department of Transportation Resolution for Improvement Under the

Illinois Highway Code (BLR 09110) for construction and construction engineering costs related to the Prince Crossing Road Resurfacing Project, in substantially the form attached hereto and incorporated herein as Exhibit "A"; and,

BE IT FURTHERE RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Clerk is hereby directed to transmit five certified copies of said Resolution to the Illinois Department of Transportation.

APPROVED this 5th day of October, 2020.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith



Local Public Agency Agreement for Federal Participation



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of West Chicago		DuPage	19-00083-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name
STU			CMAP
			MPO TIP Number
			08-18-0013

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-354-19	DA1Q(824)				

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
Prince Crossing Road	2536	1.79	0.00	1.79

Location Termini
IL Route 64 (North Avenue) to Geneva Road

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

PROJECT DESCRIPTION

Hot-mix asphalt resurfacing, Class D pavement patching, curb ramp upgrades, intermittent combination curb and gutter replacement, utility structure adjustments, recessed reflective pavement markers, pavement markings, and all other incidentals necessary to complete the work.

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. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

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

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

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

<input checked="" type="checkbox"/>	1. Location Map
<input checked="" type="checkbox"/>	2. Division of Cost
- <input checked="" type="checkbox"/>	3. LPA Resolution 20-R-00-54 Appropriation of Funds and Authorization to Execute BLR 05310
- <input checked="" type="checkbox"/>	4. Government Accountability and Transparent Act
- <input checked="" type="checkbox"/>	5. LPA Resolution 20-R-00-55 Appropriation of MFT Funds and Authorization to Execute BLR 09110
- <input checked="" type="checkbox"/>	6. BLR 09110
Add Row	

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Ruben Pineda

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's Tin number is 36-600614 conducting business as a Governmental Entity.

Duns Number 113554448

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Chief Fiscal Officer (CFO)

Date

--	--

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

ADDENDA NUMBER 2

Local Public Agency City of West Chicago	County DuPage	Section Number 19-00083-00-RS
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Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-354-19	DA1Q(824)				

DIVISION OF COST

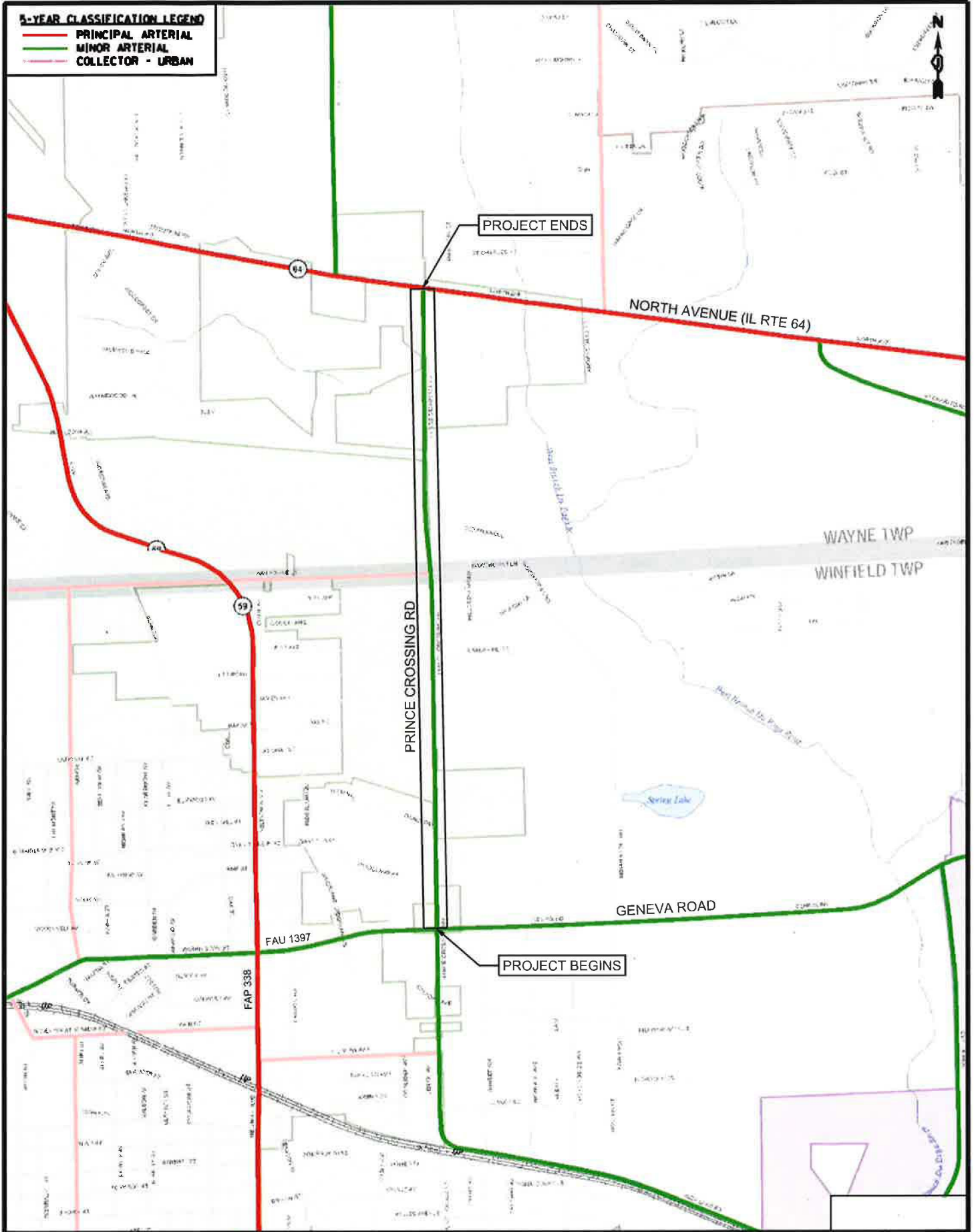
Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STU	\$685,249.00	70%				MFT	\$293,678.00	30%	\$978,927.00
- Construction Engineering	STU	\$34,262.00	70%				MFT	\$14,684.00	30%	\$48,946.00
-										
-										
-										
-										
-										
-										
-										
-										
Total		\$719,511.00		Total			Total	\$308,362.00		\$1,027,873.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

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.

5-YEAR CLASSIFICATION LEGEND
 PRINCIPAL ARTERIAL
 MINOR ARTERIAL
 COLLECTOR - URBAN



DRAWN BY DJN SCALE NTS
 CHECKED BY KCV DATE 07/14/15



CITY OF WEST CHICAGO
 475 MAIN STREET
 WEST CHICAGO, IL 60185
 PHONE: 630-293-2255
 FAX: 630-293-2971



thomas engineering group, llc
 238 south kenilworth avenue
 suite 100
 oak park, il 60302
 phone: 855-533-1700

PRINCE CROSSING ROAD
 GENEVA ROAD TO
 IL ROUTE 64 (NORTH AVE)

LOCATION MAP
 1 OF 1

DRAWING NO.
 1 OF 1

ADDENDA NUMBER 3

RESOLUTION NO. 20-R-0054

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION (BLR 05310) BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF WEST CHICAGO FOR STP GRANT FUNDING FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING COSTS RELATED TO THE PRINCE CROSSING ROAD RESURFACING PROJECT

WHEREAS, the City of West Chicago is attempting to improve a segment of Prince Crossing Road from Geneva Road to Illinois Route 64 that is approximately 1.79 miles in length; and,

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and,

WHEREAS, the federal fund source requires a match of local funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City of West Chicago authorized three hundred eight thousand three hundred sixty-two dollars and zero cents (\$308,362.00), or as much money as may be needed, to match federal funds in the completion of MFT Section Number 19-00083-00-RS.

BE IT FURTHER RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Local Public Agency Agreement for Federal Participation (BLR 05310) between the Illinois Department of Transportation and the City of West Chicago for STP grant funding for construction and construction engineering costs related to the Prince

ADDENDA NUMBER 3

Crossing Road Resurfacing Project, in substantially the form attached hereto and incorporated herein as Exhibit "A"; and,

BE IT FURTHERE RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Clerk is hereby directed to transmit five certified copies of this Resolution to the Illinois Department of Transportation.

APPROVED this 5th day of October, 2020.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

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>)

ADDENDA NUMBER 5

RESOLUTION NO. 20-R-0055

A RESOLUTION AUTHORIZING THE CITY CLERK TO EXECUTE AN ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE (BLR 09110) FOR USE OF MOTOR FUEL TAX FUNDS FOR THE CITY'S LOCAL SHARE OF CONSTRUCTION AND CONSTRUCTION ENGINEERING COSTS RELATED TO THE PRINCE CROSSING ROAD RESURFACING PROJECT

WHEREAS, the City of West Chicago is attempting to improve a segment of Prince Crossing Road from Geneva Road to Illinois Route 64 that is approximately 1.79 miles in length; and,

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and,

WHEREAS, the federal fund source requires a match of local funds; and,

WHEREAS, the City desires to use Motor Fuel Tax funds as its match of local funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City of West Chicago authorized the use of Motor Fuel Tax funds in the amount of three hundred eight thousand three hundred sixty-two dollars and no cents (\$308,362.00), or as much money as may be needed, to match federal funds in the completion of MFT Section Number 19-00083-00-RS.

BE IT FURTHER RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City Clerk is hereby authorized to execute an Illinois Department of Transportation Resolution for Improvement Under the

ADDENDA NUMBER 5

Illinois Highway Code (BLR 09110) for construction and construction engineering costs related to the Prince Crossing Road Resurfacing Project, in substantially the form attached hereto and incorporated herein as Exhibit "A"; and,

BE IT FURTHERE RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Clerk is hereby directed to transmit five certified copies of said Resolution to the Illinois Department of Transportation.

APPROVED this 5th day of October, 2020.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith



Resolution for Improvement Under the Illinois Highway Code



Resolution Type	Resolution Number	Section Number
Original	20-R-00-XX	19-00083-00-RS

BE IT RESOLVED, by the Council of the City of West Chicago 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:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Prince Crossing Road	1.79	2536	IL Route 64	Geneva Road

For Structures:

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

Hot-mix asphalt resurfacing, Class D pavement patching, curb ramp upgrades, intermittent combination curb and gutter replacement, utility structure adjustments, recessed reflective pavement markers, pavement markings, and all other incidentals necessary to complete the work.

2. That there is hereby appropriated the sum of three hundred eight thousand three hundred sixty-two and 00/100 Dollars (\$308,362.00) 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, Nancy Smith City Clerk in and for said City

of West Chicago in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of West Chicago at a meeting held on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ Month, Year

(SEAL)

Clerk Signature	Date

Approved

Regional Engineer Department of Transportation	Date