

21- 103

COUNTY HIGHWAY TAX APPROPRIATING RESOLUTION

WHEREAS, a bridge on County Highway 18 (aka Buckingham Road) which is located 1 mile south of Kankakee County line at west branch of Horse Creek is in need of replacement; and

WHEREAS, Ford County has entered into an agreement with the State of Illinois for replacing the aforesaid bridge, said projects being identified as Sections 17-00138-00-BR; and

WHEREAS, in compliance with the aforementioned agreement, it is necessary for Ford County to appropriate sufficient funds to pay its share of the cost of the proposed projects should the funds from the State Matching Assistance be insufficient to cover the contract costs; and

WHEREAS, it is the desire of the County Board of Ford County to pay for its share of said projects from the State Matching Assistance.

THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Thousand and no /100's Dollars (\$100,000.00) from the State Matching Assistance to pay any Local Agency cost of this project.

BE IT FURTHER RESOLVED that Ford County agrees to pass a supplemental resolution to provide any necessary funds for its share of this project if the amounts approved for the State Matching Assistance are insufficient to cover said cost.

STATE OF ILLINOIS)
) ss
COUNTY OF FORD)

I, Amy Frederick, County Clerk in and for said County, 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 copy of a resolution adopted by the County Board of Ford County at its meeting held at Paxton on November 8, 2021.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Paxton in said County this 8th day of November, 2021.

(SEAL)

Ford County Clerk



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Ford County		Ford	17-00138-00-BR
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name
STP-Br	N/A		N/A
		MPO TIP Number	
		N/A	
<input checked="" type="checkbox"/> Construction on State Letting <input type="checkbox"/> Construction Local Letting <input type="checkbox"/> Day Labor <input type="checkbox"/> Local Administered Engineering <input type="checkbox"/> Right-of-Way			
Construction		Engineering	
Job Number	Project Number	Job Number	Project Number
C-93-096-17	REN8(721)		
		Right of Way	
		Job Number	Project Number

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	
Buckingham Road (CH 18)	FAS 1351	0.01 Mile	From	To
			00.99	01.00
Location Termini				
1 Mile South of Kankakee County Line at West Branch of Horse Creek				
Current Jurisdiction	Existing Structure Number(s)		Add Location	
Ford County	027-3026		Remove	

PROJECT DESCRIPTION

The project consists of removal of the existing structure and the construction of a reinforced concrete slab bridge. Also included are reconstruction of approach HMA pavement, guardrail replacements, and all incidental work necessary to complete the project

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 \$80,000.00 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 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 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:
- 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**;
 - 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:

- 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.
- 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.
- This agreement shall be binding upon the parties, their successors and assigns.
- For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (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.
- 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.
- 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 Appropriation Resolution
<input type="checkbox"/>		
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)

--

Title of Official

--

Signature

Date

--	--

The above signature certifies the agency's Tin number is

376000821 conducting business as a Governmental Entity.

Duns Number 097313282

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

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By:

Director of Planning & Programming

Date

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Director of Planning & Programming

Date

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Philip C. Kaufmann, Chief Counsel

Date

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Joanne Woodworth, Acting Chief Fiscal Officer

Date

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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	County	Section Number
Ford County	Ford	17-00138-00-BR

Construction	Engineering	Right of Way
Job Number	Job Number	Job Number
C-93-096-17	REN8(721)	
Project Number	Project Number	Project Number

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency		
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%
Participating Construction	STP-Br	\$320,000.00	80%				Local Match	\$80,000.00	20%
Total		\$320,000.00		Total			Total		\$80,000.00
Total				Total			Total		\$400,000.00
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.