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**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA**

TO BE HELD AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER
SCANLON CONFERENCE ROOM

**FEBRUARY 27, 2017
6:00 pm**

*(The hour between 6:00 and 7:00 pm is set aside for Executive Session
per 1-5-7A of the Village of Morton Grove Municipal Code.
If the Agenda does not include an Executive Session, the meeting will begin at 7:00 pm.)*

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Executive Session**

**THE BALANCE OF THE MEETING SHALL COMMENCE AT 7:00 PM
IN THE COUNCIL CHAMBERS
OF THE RICHARD T. FLICKINGER MUNICIPAL CENTER**

4. **Reconvene Meeting**
5. **Pledge of Allegiance**
 - a. Presentation of the Colors by Cub Scout Troop #228
6. **Roll Call**
7. **Approval of Minutes – Regular Meeting – February 13, 2017**

8. **Special Reports**
 - a. American Legion Presentation of Donation for Upcoming 4th of July Fireworks to be made by American Legion Member Joe Hedrick
9. **Public Hearings**
10. **Residents' Comments (agenda items only)**
11. **President's Report** – *Administration, Northwest Municipal Conference, Council of Mayors, Strategic Plan, Comprehensive Plan*
 - a. Proclamation – Sidney Wallach Day – February 27, 2017
12. **Clerk's Report** – *Community Relations Commission*
13. **Staff Reports**
 - a. **Village Administrator**
 - 1) Miscellaneous Reports and Updates
 - b. **Corporation Counsel**
14. **Reports by Trustees**
 - a. **Trustee Grear** – *Police Department, Community and Economic Development Department, Fire and Police Commission, Police Facility Committee, NIPSTA, Lehigh/Ferris TIF, Prairie View TIF, Special Events Commission (Trustee Witko)*
 - b. **Trustee Minx** – *Natural Resource Commission, Plan Commission/Zoning Board of Appeals, Building Department (Trustee Pietron)*
 - c. **Trustee Pietron** – *Public Works Department, Condominium Association, Economic Development Commission, Dempster Street Corridor Plan, Chamber of Commerce (Trustee Minx)*
 - 1) **Resolution 17-10** (*Introduced February 27, 2017*)
Authorizing the Negotiation and Execution of an Intergovernmental Agreement with the Village of Skokie for Austin Avenue Improvements
 - 2) **Resolution 17-11** (*Introduced February 27, 2017*)
Authorizing the Execution of a Contract with Thomas Engineering Group, LLC for Construction Engineering Services for Austin Avenue Improvements
 - 3) **Resolution 17-12** (*Introduced February 27, 2017*)
Authorizing the Execution of an Intergovernmental Agreement with the Illinois Department of Transportation for Federal Funding for Austin Avenue Improvements

14. **Reports by Trustees (continued)**

c. **Trustee Pietron (continued)**

- 4) **Resolution 17-13** (*Introduced February 27, 2017*)
Authorizing the Purchase of a New 2017 John Deere 544K End Loader from West Side Tractor Sales Company

d. **Trustee Ramos** – *Legal, Finance Advisory Commission, Traffic Safety Commission, Waukegan Road TIF, Capital Projects (Trustee Thill)*

e. **Trustee Thill** – *Fire Department, Emergency Management Agency, RED Center, Environmental Health, Solid Waste Agency of Northern Cook County, Appearance Commission, Advisory Commission on Aging (Trustee Ramos)*

f. **Trustee Witko** – *IT Communications, Strategic Plan Committee, Finance Department, Family and Senior Services Department (Trustee Gear)*

15. **Other Business**

16. **Presentation of Warrants** \$2,153,816.93

17. **Residents' Comments**

18. **Executive Session** – Personnel Matters, Labor Negotiations, Pending Litigation, and Real Estate

19. **Adjournment** - *To ensure full accessibility and equal participation for all interested citizens, individuals with disabilities who plan to attend and who require certain accommodations in order to observe and/or participate in this meeting, or who have questions regarding the accessibility of these facilities, are requested to contact Susan or Marlene (847/470-5220) promptly to allow the Village to make reasonable accommodations.*

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
COOK COUNTY, ILLINOIS, HELD AT THE
RICHARD T. FLICKINGER MUNICIPAL CENTER
FEBRUARY 13, 2017**

CALL TO ORDER

- I – Village President Dan DiMaria called the meeting to order at 7:00 pm. in the Council
V. Chambers of Village Hall. He led the Board and assemblage in the Pledge of Allegiance.
VI. Village Clerk Connie Travis called the roll. Present were: Trustees Bill Gear, Rita Minx,
John Pietron, Ed Ramos, John Thill, and Janine Witko.

VII.

APPROVAL OF MINUTES

Regarding the January 23 2017 Regular Board Meeting, Trustee Thill moved to approve the Minutes as presented, seconded by Trustee Witko. **Motion passed unanimously** via voice vote.

VIII.

SPECIAL REPORTS

NONE

IX.

PUBLIC HEARINGS

NONE

X.

RESIDENTS' COMMENTS (Agenda Items Only)

NONE

XI.

PRESIDENT'S REPORT

1. Mayor DiMaria asked for a moment of silence to honor the passing of long-time Traffic Safety Commissioner George Kochikaran. Mr. Kochikaran served the Commission for many years.

XI. **PRESIDENT'S REPORT** (continued);

2. Mayor DiMaria reminded the assemblage that February is "Restaurant Month," and the Village is rolling out a program called "Dine Morton Grove." Every time a resident spends \$25 or more at a Morton Grove restaurant, they should bring the receipt to Village Hall and they'll be entered into a drawing. Ten winners will receive a \$25 gift certificate to the Morton Grove restaurant of their choice. Each receipt greater than \$25 is entitled to one entry for every \$25 increment. Winners will be announced at the March 13, 2017 Village Board meeting.
3. Mayor DiMaria congratulated Police Chief Mike Simo on receiving Tier II Accreditation with the Illinois Association of Chiefs of Police. There will be a formal presentation at the Board's meeting on March 13, 2017.
4. Mayor DiMaria complimented Director of Public Works Andy DeMonte, saying that Andy has saved the Village \$44,784 annually by successfully applying for a Public Sector Program Energy Grant from the Illinois Department of Commerce and Economic Opportunity (DCEO). The grant covers the purchase and installation of 443 energy efficient LED street lights to replace current mercury vapor lighting on residential streets.
5. Mayor DiMaria commented that he receives many calls and emails from residents who have no street lighting but want it, or from residents wanting more street lighting on their streets. He said that, on average, it costs \$90,000 to light residential streets, and hoped that, with the savings the Village would realize by having LED lights installed, maybe more of the unlit or low-lit streets could have lighting (or additional lighting) installed.
6. Mayor DiMaria gave a shout-out to Harris Miller, a young man who's starting to get involved with the Village by serving on the Historical Society, and wished him a belated happy birthday.

XII. **CLERK'S REPORT**

1. Clerk Travis noted that the Community Relations Commission will be meeting tomorrow night at 6:30 p.m. in the Scanlon Conference Room on the second floor of Village Hall. All are welcome to attend.
2. Clerk Travis announced that the deadline for the submission of photos for the Winter Photo Contest is March 4th. Winners will be announced at the Board Meeting on March 13, 2017.
3. Clerk Travis reminded the assemblage that February 24th is the deadline for artists in music, dance, and poetry to submit their works for the next Morton Grove Community Artists Performance, which will be held on April 22nd at 4:00 p.m. at the Civic Center.

XIII. **STAFF REPORTS**

A. Village Administrator:

Village Administrator Czerwinski had no report.

XIII.

STAFF REPORTS (continued)B. Corporation Counsel:

Corporation Counsel Liston had no report.

XIV.

TRUSTEES' REPORTSA. Trustee Grear:

Trustee Grear had no formal report, but reminded the assemblage that the "Taste of Morton Grove" will be held on March 2 at the White Eagle in Niles. All proceeds of this fundraiser go to local organizations and charities.

B. Trustee Minx:

Trustee Minx had no report.

C. Trustee Pietron:

1. Trustee Pietron presented **Resolution 17-06, Authorizing the Execution of a Contract Renewal With Landscape Concepts Management, Inc. for the 2017 Tree Trimming Program.**

a. He explained that the Village has an annual program, dependent on funding appropriations, to trim trees within the Village's right-of-ways and property. Public Works considers it to be more cost-effective to hire a contractor to trim the trees. This contract was bid in 2016 through a public process in accordance with Village Code. The contract included a one-year term and allows renewal in 2017 and 2018. Landscape Concepts Management, Inc. performed the work for the 2016 Tree Trimming Program and expressed willingness to renew the contract in 2017.

b. Trustee Pietron said the estimated contract value for this work is \$38,255.53, but since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.

Trustee Pietron moved to approve Resolution 17-06, seconded by Trustee Thill.

Motion passed: 6 ayes, 0 nays.

Tr. Grear aye

Tr. Ramos aye

Tr. Minx

aye

Tr. Thill

aye

Tr. Pietron

aye

Tr. Witko

aye

2. Next, Trustee Pietron presented **Resolution 17-07, Authorizing the Purchase of Two New 2018 Freightliner Dump Trucks With Two Salt Spreaders and Two Snow Plows Through the State of Illinois Central Management Services Procurement Program PSD#4018133.**

XIII. TRUSTEES' REPORTS (continued)C. Trustee Pietron: (continued)

- a. Trustee Pietron explained that the Vehicle Maintenance Division of Public Works routinely reviews vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair cost. During this review, staff recommended a 1988 Ford L8000 dump truck and a 1991 International 4900 dump truck, both with salt spreaders and snow plows, be replaced. The Village participates in the State's Central Management Agency's Joint Purchase Program to take advantage of their competitive bidding process. The lowest bidder for the purchase of a 2018 Freightliner Dump Truck with salt spreader and snow plows was Patson Inc. d/b/a TransChicago Truck Group.
- b. Trustee Pietron said this resolution will approve the purchase of two new 2018 Freightliner dump trucks with salt spreaders and snow plows for the purchase price of \$330,860, which includes a trade-in credit for the 1988 Ford L8000 and the 1991 International 4900 Dump Truck. The Village's 2017 Budget allocated \$589,000 for the replacement of these two vehicles.

Trustee Pietron moved, seconded by Trustee Minx, to approve Resolution 17-07.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

3. Lastly, Trustee Pietron presented **Resolution 17-09, Authorization to Execute a Contract With Twin Supplies, LTD For the Retro-Fit and Installation of Energy Efficient Lighting in Residential Village-Owned Street Lights.**
 - a. He explained that, in 2012, Twin Supplies Ltd. of Hinsdale, IL provided the Village with a complete turn-key grant program through the Illinois Clean Energy Program ("ICE") and the Illinois Department of Commerce and Economic Opportunity ("DCEO") for the purchase and installation of certain lighting fixtures, wiring, and bulbs installed within the buildings owned and operated by the Village, at no cost to the Village, with great success. Again, in 2017, grant funding is available from the DCEO as a Public Sector Program. Twin Supply has offered to provide the Village with a turn-key program and will fully execute grant applications on the Village's behalf, providing total funding from the DCEO. There will be no out-of-pocket expense to the Village. Twin Supplies will provide all the material and labor in order to complete lighting upgrades. After grant monies are received by the Village and all lighting upgrades are complete, the Village will turn over all grant proceeds to Twin Supplies Ltd. The annual savings to the Village will be \$44,784.

Trustee Pietron moved to approve Resolution 17-09, seconded by Trustee Witko.

 - b. Trustee Thill asked what percentage of street lights would be upgraded. Mr. DeMonte said about 70% of all residential street lighting would change from mercury vapor lighting to LED lights.
 - c. Trustee Grear asked how this would work, in terms of the grant money. Village Administrator Czerwinski said the work will be done and an invoice will be submitted. The Village will receive the grant funds before the bill is paid, and will then use the grant funds to pay the invoice. He said the Village has had this experience with this firm before, and reiterated that there would be no out-of-pocket expense to the Village.

XIII.

TRUSTEES' REPORTS (continued)C. Trustee Pietron: (continued)

Mayor DiMaria called for the vote on Resolution 17-09.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

D. Trustee Ramos:

Trustee Ramos had no report.

E. Trustee Thill:

Trustee Thill had no report.

F. Trustee Witko:

1. **Trustee Witko presented Resolution 17-08, Authorizing a Contractual Agreement With CDW-G to Provide for the Renewal of a Microsoft Enterprise Agreement for Microsoft Software Licensing for Operating and Productivity Software for All Village Desktop Computers.**

- a. She explained that the Village is required to maintain licensing for the software it uses in its daily operations. The operating system, individual applications, and connectivity to servicers all maintain their own licensing scheme. The State of Illinois has negotiated volume pricing levels with Microsoft, which provides a deep discount for licensing software for the State and units of local government. In order to take advantage of these discounts, the Village must purchase software from an approved large account reseller of Microsoft software, such as CDW-G.
- b. Trustee Witko said the Village has purchased software from CDW-G since 2008 as part of an Enterprise Agreement licensing structure with Microsoft. The Enterprise Agreement renewal includes an annual maintenance support cost for updates and upgrades (Microsoft Software Assurance), as well as licensing costs. This type of agreement licenses the enterprise as an entire fleet, as opposed to individual purchases. The Enterprise Agreement has advantages over individual purchases, including lower platform costs, distributed payments, anniversary period renewals, and software upgrade assurances. This payment covers the license and maintenance period of January 1, 2017 through December 31, 2017. The cost is \$39,691.

Trustee Witko moved, seconded by Trustee Pietron, to approve Resolution 17-08.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

XV.

OTHER BUSINESS

NONE

XVI.

WARRANTS

Trustee Witko presented the Warrant Register for February 13, 2017, in the amount of \$1,151,437.29. She moved that the Warrants be approved as presented. Trustee Minx seconded the motion.

Motion passed: 6 ayes, 0 nays.

Tr. Grear aye
Tr. Ramos aye

Tr. Minx aye
Tr. Thill aye

Tr. Pietron aye
Tr. Witko aye

XVII.

RESIDENTS' COMMENTS

NONE

XVIII

ADJOURNMENT

Trustee Thill moved to adjourn the meeting, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Grear aye
Tr. Ramos aye

Tr. Minx aye
Tr. Thill aye

Tr. Pietron aye
Tr. Witko aye

The meeting adjourned at 7:15 p.m.

PASSED this 27th day of February, 2017.

Trustee Gear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED by me this 27th day of February, 2017.

Daniel P. DiMaria, Village President
Board of Trustees, Morton Grove, Illinois

APPROVED and FILED in my office this 28th day of February, 2017.

Connie J. Travis, Village Clerk
Village of Morton Grove, Cook County, Illinois

Minutes by: Teresa Cousar

Proclamation

Village of Morton Grove

WHEREAS, on February 18, 2017, Mr. Sidney Wallach, a Morton Grove resident and World War II veteran, celebrated his 95th birthday; and

WHEREAS, it is known Sidney was raised in the North Lawndale neighborhood of Chicago as a first generation American from Russian born immigrants where he became a die-hard Chicago Cubs fan and developed his sense of patriotism and community pride; and

WHEREAS, in December 1942, Sid was drafted into the army as many young men were during World War II; and

WHEREAS, Corporal Wallach's distinguished military service spanned from that time through 1946, which included his clandestine service at a secret airstrip in a remote location in Greenland that resulted in his qualification as a sharpshooter, and his receipt of three overseas service bars, one service stripe, a European African and Middle Eastern theater ribbon, an American theatre ribbon, and a Victory medal; and

WHEREAS, once Sid returned to civilian life, he married Barbara and established their home in Morton Grove in 1957 where they raised four children, Mike, Harlan, Robyn, and Wendy; and

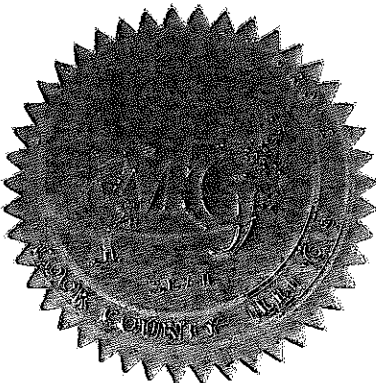
WHEREAS, Sid then served his community by becoming a Cub Scout and Boy Scout Scoutmaster which contributed to the Wallach family being designated as "Morton Grove's 1965 Family of the Year"; and

WHEREAS, Sid has continued to give back to his community throughout his life by his involvement in countless Village and community sponsored programs and events including his current active participation in senior activities at the American Legion Memorial Civic Center.

NOW, THEREFORE, I, Daniel P. DiMaria, Mayor of the Village of Morton Grove, Illinois, do hereby proclaim February 27, 2017 as

SIDNEY WALLACH DAY

and further, the entire Village Board along with the residents of the Village of Morton Grove wish to recognize Sidney Wallach's contributions to not only our fine Village but the entire nation for your exemplary service and contributions, and as such wish to recognize the occasion of your 95th birthday and wish you many more happy and healthy years.



In witness hereof, I have hereunto set my hand and caused to be affixed the seal of the Village of Morton Grove

Daniel P. DiMaria, Village President

Legislative Summary

Resolution 17-10

**AUTHORIZING THE NEGOTIATION AND EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF SKOKIE FOR AUSTIN AVENUE IMPROVEMENTS**

Introduced: February 27, 2017

Purpose: To authorize the Village Administrator to negotiate an intergovernmental agreement between the Village of Morton Grove and the Village of Skokie relating to Austin Avenue Improvements; the Village President to execute said agreement; and to establish terms by which the Village will serve as the lead agency with the Village of Skokie reimbursing the Village for cost associated with said improvements.

Background: The Village has been developing a project since 2012 to partially reconstruct Austin Avenue, reconfigure the intersection of Austin Avenue and Oakton Street, and construct a sanitary sewer along Oakton Street between the Metra line and Austin Avenue. Half of the work to reconfigure the intersection of Austin Avenue and Oakton Street lies within the Village of Skokie and it is more cost effective to complete the improvements through the cooperative efforts of both communities. It is practical to complete the improvements through the cooperative efforts of both communities. Federal and state funding have been procured through cooperative efforts. The project development includes preliminary engineering, design engineering, land acquisition, construction and construction engineering. The Village has paid for all costs incurred to date. An intergovernmental agreement (see attached Exhibit "1") is needed to formalize the terms of effort and cost to be shared between both communities. The Village of Skokie has not formally approved the intergovernmental agreement, so it is necessary to provide authority to negotiate the final terms of the agreement that will substantially conform to the terms included in Exhibit "1".

Programs, Departs or Groups Affected: Public Works Department-Engineering Division

Fiscal Impact: The estimated cost of the work within Skokie is \$163,713. The Village will advance these funds and Skokie will reimburse the Village.

Source of Funds: Capital Projects Fund Account #305060-552140 - \$66,051 & Capital Projects Fund Account #305060-553300 - \$97,662

Workload Impact: The Public Works Department, Engineering Division performs the management and implementation of the program as part of their normal work activities.

Administrator Recommendation: Approval as presented.

First Reading: Not required

Special Consider or Requirements: None

Respectfully submitted: Ralph E. Czerwinski
Ralph E. Czerwinski, Village Administrator

Reviewed by: Andy DeMonte
Andy DeMonte, Public Works Director

Prepared by: Chris R. Tomich
Chris R. Tomich, Village Engineer

Reviewed by: Teresa Hoffman Liston
Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 17-10

AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF SKOKIE FOR AUSTIN AVENUE IMPROVEMENTS

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village has been developing a project with the Illinois Department of Transportation and the Village of Skokie since 2012 to partially reconstruct Austin Avenue, reconfigure the intersection of Austin Avenue and Oakton Street, and construct a sanitary sewer along Oakton Street between the Metra line and Austin Avenue; and

WHEREAS, roughly half of the work related to the work to reconfigure the intersection of Austin Avenue and Oakton Street lies within the Village of Skokie; and

WHEREAS, the Village of Morton Grove and Village of Skokie staff applied for and received federal funding for the design engineering, construction and construction engineering costs; and

WHEREAS, the Village of Morton Grove applied for and received state funding to reconfigure the intersection of Austin Avenue and Oakton Street; and

WHEREAS, the Village of Morton Grove and Village of Skokie have been working cooperatively and without a formal cost-sharing agreement since 2012 to advance the project to construction; and

WHEREAS, construction of the project is intended to begin in 2017 and be completed in 2018; and

WHEREAS, Morton Grove has acted as the lead agency for preliminary engineering, design engineering, and land acquisition efforts and has paid vendors for work completed to date; and

WHEREAS, it has been intended the Village of Skokie will reimburse the Village of Morton Grove for an equitable portion of the incurred costs to date; and

WHEREAS, Exhibit "1" is an intergovernmental agreement intended to formalize the terms of effort and cost to be shared between both communities; and

WHEREAS, the said intergovernmental agreement includes provisions for the Village of Skokie to reimburse the Village of Morton Grove for some of the cost share and to pay directly to

the property owners the cost for land acquired for the project that lies within the Village of Skokie; and

WHEREAS, the estimated Skokie's share of the project cost is \$263,713, of which it is estimated \$163,713 would be reimbursed to the Village of Morton Grove and \$100,000 would be paid to individual property owners for land acquired for the project that lies within the Village of Skokie; and

WHEREAS, approval of an intergovernmental agreement between the Village of Morton Grove and the Village of Skokie relating to Austin Avenue Improvements is required for the delegation of authorities and sharing of costs for this project; and

WHEREAS, the Village of Morton Grove has been paying for energy and maintenance costs to operate the traffic signal at the intersection of Oakton Street and Austin Avenue; and

WHEREAS, the Village of Morton Grove desires to negotiate the transfer of the perpetual, energy and maintenance cost to the Village of Skokie for the southern approach of the intersection that lies within the Village of Skokie as described in said intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator is hereby authorized and directed to negotiate an intergovernmental agreement between the Village of Morton Grove and the Village of Skokie relating to Austin Avenue Improvements in substantial conformance with Exhibit "1".

SECTION 3: The Village President is hereby authorized to execute, and the Village Clerk to attest to and execute said intergovernmental agreement

SECTION 4: The Village Administrator and Village Engineer and/or their designees are hereby authorized to take any and all steps necessary to implement and administer said agreement.

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

PASSED THIS 27th DAY OF FEBRUARY 2017

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED BY ME THIS 27th DAY OF FEBRUARY 2017

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

ATTESTED and FILED in my office
This 28th DAY OF FEBRUARY 2017

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT "1"

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND THE VILLAGE OF SKOKIE RELATING TO IMPROVEMENTS ON AUSTIN AVENUE

THIS AGREEMENT is entered into by and between the Village of Morton Grove ("Morton Grove") and the Village of Skokie ("Skokie") (collectively the "Villages") each of which is a municipality located in the State of Illinois on this ____ day of 2017.

WITNESSETH:

WHEREAS, the Villages are home rule units as provided in the *Constitution of the State of Illinois*, art.vii, sec.6 (1970); and

WHEREAS, the *Constitution of the State of Illinois*, art. vii, sec. 10 (1970) and the Intergovernmental Cooperation Act, 5 ILCS 22011 *et seq.* (2000), provide authority for municipalities to join together and combine in the exercise of their powers; and

WHEREAS, the roadway structure and underground infrastructure with Austin Avenue right-of-way, between Oakton Street and Main Street, is in need of improvements; and

WHEREAS, the traffic signals and intersection geometry at the intersection of Austin Avenue and Oakton Street have operational deficiencies that need improvements and repairs; and

WHEREAS, sanitary sewer improvements are needed within Oakton Street right-of-way between Northeastern Illinois Railroad Corporation (a/k/a/ Metra) right-of-way to Austin Avenue; and

WHEREAS, the centerline of Oakton Street forms the boundary between the Villages; and

WHEREAS, Oakton Street within Morton Grove is under the jurisdiction of the State of Illinois; and

WHEREAS, the traffic signal equipment at the intersection of Oakton Street and Austin Avenue is owned, operated and maintained by the State of Illinois; and

WHEREAS, Morton Grove has and does reimburse the State of Illinois for fifty (50%) percent of the energy and maintenance costs associated with the traffic signal equipment at the intersection of Oakton Street and Austin Avenue, which includes that approach of the intersection located in Skokie; and

WHEREAS, the Villages consider it to be fair and equitable to redress the cost sharing arrangement of the energy and maintenance costs for the traffic signal at the intersection of Oakton Street and Austin Avenues so the energy and maintenance costs associated with that approach of the intersection located in Morton Grove to be reimbursed to the State of Illinois will be paid for by Morton Grove and that approach of the intersection located in Skokie to be reimbursed to the State of Illinois will be paid for by Skokie; and

EXHIBIT "1"

WHEREAS, the Villages wish to jointly engage and cooperate in the development and construction of traffic signal modernization, intersection geometric improvements and repairs (the "Work") at the intersection of Austin Avenue and Oakton Street (Subject Area") and such intergovernmental cooperation on the Work will benefit both Villages, lessening inconvenience for property owners and users of the streets and reducing the costs associated with each Village having to separately do the Work; and

WHEREAS, the Villages applied for and received funding from State and Federal sources for design engineering, construction and construction engineering costs; and

WHEREAS, Morton Grove has been in the role of the lead agency with regard to intergovernmental agreements with State and Federal agencies, professional services, and coordination with the public; and

WHEREAS, the Villages consider it fair and equitable to share in the costs of an engineering study (Preliminary Engineering Phase 1), preliminary engineering (Preliminary Engineering Phase 2), land acquisition, utility relocation, construction engineering and construction costs based upon a pro-rata division; and

WHEREAS, Preliminary Engineering Phase 1 for these improvements was formally begun by Morton Grove as the lead agency in July 2012 and was formally approved by the Illinois Department of Transportation on February 16, 2016 and Morton Grove has paid the full amount of \$123,872.71 for Preliminary Engineering Phase 1; and

WHEREAS, the Villages agree a fair and equitable division of cost for Preliminary Engineering Phase 1 is for Skokie to pay \$5,228.00, which is fifty (50%) percent of the estimated cost of the engineering tasks for work to be performed within the intersection of Austin Avenue and Oakton Street and for Morton Grove to pay \$118,644.71; and

WHEREAS, the Preliminary Engineering Phase 2 agreement for these improvements in the amount of \$168,967.73 was formally approved by the Illinois Department of Transportation and authorized by Federal Highway Administration on March 14, 2016 and the incurred-costs-to-date of these services have been paid by Morton Grove; and

WHEREAS, the cost for Preliminary Engineering Phase 2 is eligible for 70 percent Federal funding up to an amount not to exceed \$124,298 and the 30 percent balance to be paid for with funding from the Villages; and

WHEREAS, the Villages agree a fair and equitable division of cost for Preliminary Engineering Phase 2 is for Skokie to pay \$6,400.00, which is fifty (50%) percent of the estimated cost of the engineering tasks for work to be performed within the intersection of Austin Avenue and Oakton Street and for Morton Grove to pay \$53,101.00; and

WHEREAS, land acquisition of 4 parcels within Morton Grove and 3 parcels within Skokie in the vicinity of the intersection of Austin Avenue and Oakton Street will be needed in order to make the proposed improvements; and

WHEREAS, the cost for land acquisition is not eligible for State or Federal funding; and

EXHIBIT "1"

WHEREAS, land surveying and land acquisition services are needed in order to acquire the parcels; and

WHEREAS, Morton Grove has paid \$27,206.47 of \$28,804.00 for land surveying services; and

WHEREAS, the Villages agree a fair and equitable division of cost for land surveying services is for Skokie to pay \$12,344.57 and for Morton Grove to pay \$16,459.43, based upon Skokie paying the proportional share of 3 of 7 parcels to be acquired in Skokie and Morton Grove paying the proportional share of 4 of 7 parcels to be acquired in Morton Grove; and

WHEREAS, the contract amount for land acquisition services is \$50,000.00; and

WHEREAS, the Villages agree a fair and equitable division of cost for land acquisition services is for Skokie to pay \$21,300.00 and for Morton Grove to pay \$28,700.00, based upon defined amounts in the contract for the parcels to be acquired that are located in Skokie and Morton Grove, respectively; and

WHEREAS, the Villages agree to abide by the policies of the Illinois Department of Transportation for federal-aid projects regarding land acquisition and that any parcel shall be acquired in the name of the State of Illinois, if the State of Illinois would desire to own any acquired parcel; and

WHEREAS, the Villages further agree a fair and equitable division of cost for legal conveyance of the acquired parcels is for each Village to pay all costs associated with the legal conveyance of the acquired parcels within the respective Village; and

WHEREAS, relocations, removals or adjustments of utility infrastructure (e.g. electric, natural gas, telephone, cable television, sanitary district, public transit, etc.) will be necessary in Morton Grove and could be necessary in Skokie; and

WHEREAS, the cost for utility relocation is expected to be the legal responsibility of the respective utility company, which would leave no financial responsibility to the Villages; and

WHEREAS, the Villages agree a fair and equitable division of cost for utility relocations would be for Skokie to pay for the relocation of any existing utility in Skokie and for Morton Grove to pay for the relocation of any existing utility in Morton Grove, in the event any unexpected financial responsibility for utility relocations is determined to be the responsibility of the Villages; and

WHEREAS, the cost for construction for these improvements was estimated in December 2016 to be \$2,801,147.90 and the project is scheduled to be bid by the Illinois Department of Transportation in April 2017; and

WHEREAS, the cost for construction engineering for these improvements is \$396,112.98; and

WHEREAS, the cost for construction and construction engineering is eligible for seventy (70%) percent Federal funding up to an amount \$1,869,177.05, leaving the balance (Local Share) to be paid for with funding from the State of Illinois and the Villages; and

EXHIBIT "1"

WHEREAS, funding from the State of Illinois is intended to provide fifty (50%) percent of the Local Share for construction for demolition, roadway and traffic signal improvements within the intersection of Austin Avenue and Oakton Street, which is fifteen (15%) percent of the total cost for construction for demolition, roadway and traffic signal improvements within the intersection of Austin Avenue and Oakton Street; and

WHEREAS, the State of Illinois has committed to funding up to \$98,550.00 of the cost of construction as part of their Fiscal Year 2017 Truck Access Route Program, of which it was estimated that \$98,544 would be eligible for the proposed improvements; and

WHEREAS, the Villages agree a fair and equitable division of the cost for construction and construction engineering is for the Villages to pay fifty (50%) percent of the remaining balance of the Local Share for the actual cost of demolition, roadway and traffic signal improvements within the intersection of Austin Avenue and Oakton Street, which is seven and one half (7.5%) percent of the total actual cost for construction and construction engineering; and

WHEREAS, the Villages agree a good-faith estimate of the construction and construction engineering costs for demolition, roadway and traffic signal improvements within the intersection of Austin Avenue and Oakton Street is \$195,324.00 for which it is estimated each Village would pay \$97,662.00.

NOW THEREFORE, in consideration of the mutual agreements contained in this Agreement, the Village of Morton Grove and the Village of Skokie agree as follows:

1.0 Recitals Adopted. That the Preamble to this Agreement is restated and incorporated herein as if fully set forth.

2.0 Scope of Work. Subject Area as depicted in Exhibit A, attached hereto and made a part hereof.

3.0 Obligations Common to All Work.

3.1 Morton Grove will act as the lead agency with regard to corresponding with State and Federal agencies regarding all aspects of the Work, procuring and paying for professional services, causing contract documents including plans, specifications and estimates to be prepared for the Work.

3.2 Skokie will review and approve the plans, specifications and estimates for the Work.

3.3 Morton Grove and Skokie will coordinate directly with the land acquisition appraiser and negotiator for each parcel located within their jurisdiction to coordinate the terms and value of the land acquisition in good-faith in order to certify to Illinois Department of Transportation the right-of-way is clear in a timely way so the construction contract can be included in the target letting date of April 2017.

EXHIBIT "1"

3.4 Illinois Department of Transportation will engage in a public bidding process to obtain bids for the Work.

3.5 Morton Grove will review bids and provide to Illinois Department of Transportation either concurrence or denial to award a contract on behalf of both Villages for the Work pursuant to the public bidding process.

3.6 Morton Grove will bill Skokie for Skokie's measured share of the Work. Skokie shall reimburse Morton Grove in an amount equal to Skokie's share of actual construction and engineering costs, including but not limited to material testing, for the improvements completed within the corporate limits of Skokie.

- a. Preliminary Engineering Phase 1 – Skokie will reimburse Morton Grove \$5,228.00 within 30 days of approval of this agreement for costs incurred as part of completed work and approved by Illinois Department of Transportation.
- b. Preliminary Engineering Phase 2 – Skokie will reimburse Morton Grove \$6,400.00 within 30 days of approval of this agreement for costs incurred as part of work completed.
- c. Land Surveying Services – Skokie will reimburse Morton Grove \$11,659.92 within 30 days of approval of this agreement for costs incurred to date and will pay the balance of \$684.65 upon approval of the Plat of Highways by Illinois Department of Transportation.
- d. Land Acquisition Services – Skokie will reimburse Morton Grove \$21,300.00 within 30 days of approval of this agreement and after the acquired right-of-way for this project has been certified by Illinois Department of Transportation.
- e. Acquisition of Property – Skokie and Morton Grove will pay directly to the property owner or rightful leaseholder the negotiated price of property acquired as part of these improvements within each Village's respective jurisdiction.
- f. Construction Services – Skokie will reimburse Morton Grove for actual construction costs paid by Morton Grove to Illinois Department of Transportation based on unit prices as awarded in the contract for the Work within 30 days after Morton Grove invoices Skokie for these payments.

EXHIBIT "1"

- g. Construction Engineering Services – Skokie will reimburse Morton Grove for fifty (50%) percent of the Construction Engineering Services associated with demolition, roadway and traffic signal improvements within the intersection of Austin Avenue and Oakton Street. Said amount shall be approximately fifteen (15%) percent of the awarded construction costs associated with this work. Said reimbursement shall be paid within 30 days after Morton Grove invoices Skokie.

- 3.7 Morton Grove and Skokie will jointly petition Illinois Department of Transportation to modify the agreements controlling the cost sharing of energy and maintenance costs for the traffic signal at the intersection of Oakton Street and Austin Avenue to have each Village pay for twenty-five (25%) percent of those costs beginning at a time that is mutually agreeable to all parties.

4.0 Term of Agreement.

This Agreement shall commence on the date on which each of the Village Boards authorize execution of this Agreement. This Agreement shall continue until the Morton Grove Board of Trustees has authorized final approval and acceptance of all Work and until Skokie has fully compensated Morton Grove pursuant to the Agreement.

5.0 Indemnification.

5.1 Indemnification of Morton Grove To the extent that the Local Government Tort Immunity Act does not immunize the acts of Skokie and its employees, Skokie agrees to indemnify, defend and hold Skokie, its agents and employees, harmless from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation reasonable attorney's fees and litigation costs, expenses incurred by Skokie in connection with the defense of any action, suit or proceeding in which it is made a party (or so threatened) by reason of any action of Skokie, its officers, agents or employees in connection with the performance of this Agreement.

5.2 Indemnification of Skokie. To the extent that the Local Government Tort Immunity Act does not immunize the acts of Skokie and its employees, Skokie agrees to indemnify, defend and hold Skokie, its agents and employees, harmless from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation reasonable attorney's fees and litigation costs, expenses incurred by Skokie in connection with the defense of any action, suit or proceeding in which it is made a party (or so threatened) by reason of any action of Skokie, its officers, agents or employees in connection with the performance of this Agreement.

6.0 Corporate Authority. All necessary corporate, regulatory, legislative or other similar action has been taken by each Village to authorize and empower Skokie and Skokie to execute, deliver and perform this Agreement.

EXHIBIT "1"

7.0 Compliance with Laws. The Villages agree to observe and comply with all federal, state and local ordinances which may in any manner affect performance under this Agreement.

8.0 General Provisions.

8.1 *Amendments and Modifications.* All amendments and modifications to this Agreement shall be in writing and shall be mutually agreed to by both parties.

8.2 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Villages and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives to the extent permitted under Illinois law, and the Villages' Ordinances.

8.3 *Severability.* If any provision or part of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement for all other provisions or parts thereof not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Agreement meaningless or grossly inequitable.

8.4 *Governing Law* This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.

8.5 *Notices.* All notices and other communications in connection with this Agreement shall be in writing, and any notice or other communication hereunder shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or will be deemed to be delivered the following business day if sent by overnight courier or similar overnight delivery service, or six business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

All notices to Morton Grove hereunder are directed to:

Mr. Ralph E. Czerwinski, Village Administrator
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
847/470-5220
847/965-4162 Fax

With additional copies to:

Ms. T. Hoffman Liston, Corporation
Counsel
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
847/470-5220
847/965-4162 Fax

Mr. Chris Tomich, Village Engineer
Village of Morton Grove
7840 North Nagle Ave
Morton Grove, Illinois 60053
847/470-5235
847/965-9511 Fax

EXHIBIT "1"

A copy of all notices to Skokie shall be directed to:

Mr. John Lockerby, Village Manager
Village of Skokie
5127 Oakton Street
Skokie, Illinois 60077
847/933-8210
847/673-0525 Fax

With additional copies to:

Ms Barbara Mangler, Corporation Counsel
Village of Skokie
5127 Oakton Street
Skokie, Illinois 60077
847/933-8270
847/933-8200 Fax

Mr. Pramod Shah, Village Clerk
Village of Skokie
5127 Oakton Street
Skokie, Illinois 60077
847/933-8203
847/673-0525 Fax

IN WITNESS, the parties hereto have caused this agreement to be executed by the properly authorized officials as of the date and year first above written.

Daniel P. DiMaria, Village President
Village of Morton Grove, Illinois

George Van Dusen, Mayor
Village of Skokie, Illinois

ATTEST:

ATTEST:

Connie Travis, Village Clerk
Village of Morton Grove, Illinois

Pramod Shah, Village Clerk
Village of Skokie, Illinois

DATE:_____


DATE:_____

Legislative Summary

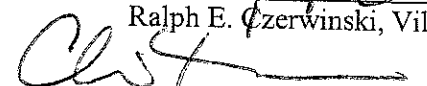
Resolution 17-11

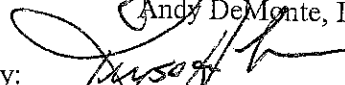
AUTHORIZING THE EXECUTION OF A CONTRACT WITH THOMAS ENGINEERING GROUP, LLC FOR CONSTRUCTION ENGINEERING SERVICES FOR AUSTIN AVENUE IMPROVEMENTS

Introduced:	February 27, 2017
Synopsis:	To authorize the Village President to execute and the Village Clerk to attest to an agreement with Thomas Engineering Group, LLC for construction engineering services for Austin Avenue Improvements.
Purpose:	To provide construction engineering services during the upcoming construction phase of Austin Avenue Improvements in 2017 and 2018.
Background:	The Village needs to make improvements to Austin Avenue between Oakton Street and Main Street. This project development began in 2012 and construction is scheduled for 2017 and 2018. Village staff does not have the time nor the expertise to complete the construction engineering to inspect and document construction activities. The Village requested qualifications from local engineering firms to provide construction engineering services. Twelve firms submitted their qualifications. The selection committee ranked Thomas Engineering Group, LLC the highest and negotiated a scope of services and cost shown in the attached Exhibit "1". The use of federal funds requires use of an Illinois Department of Transportation (IDOT) form for the agreement and approved by IDOT. IDOT is reviewing the draft agreement and may have minor changes in the terms and amount. The Village Administrator will be authorized to negotiate the final terms of the agreement before it is to be executed by the Village President.
Programs, Departments or Groups Affected	Public Works.
Fiscal Impact:	\$396,112.98
Source of Funds:	Capital Projects Fund Account 305060-552140 - \$352,212; Enterprise Fund Account 405034-552290 - \$43,901; and the Village will be partially reimbursed from federal funds and the Village of Skokie in the approximate amount of \$260,000.
Workload Impact:	The management and supervision of this contract will be performed by the Engineering Division of Public Works as part of their normal operations.
Administrator Recommendation:	Approval as presented.
First Reading:	N/A
Special Considerations or Requirements:	None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Reviewed by: 
Andy DeMonte, Director Public Works

Prepared by: 
Chris Tomich, Village Engineer

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 17-11

AUTHORIZING THE EXECUTION OF A CONTRACT WITH THOMAS ENGINEERING GROUP, LLC FOR CONSTRUCTION ENGINEERING SERVICES FOR AUSTIN AVENUE IMPROVEMENTS

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village has been developing a project with the Illinois Department of Transportation and the Village of Skokie since 2012 to partially reconstruct Austin Avenue, reconfigure the intersection of Austin Avenue and Oakton Street, and construct a sanitary sewer along Oakton Street between the Metra line and Austin Avenue; and

WHEREAS, construction of the project is intended to begin in 2017 and be completed in 2018; and

WHEREAS, Village staff does not have the capacity and expertise to complete the construction engineering for this project; and

WHEREAS, the cost of construction engineering for this project is eligible for participation by the Federal Highway Administration and the Village of Skokie, and the division of cost will be presented for approval in separate agreements; and

WHEREAS, Village staff developed and implemented a Request for Qualifications (RFQ) process for construction engineering services; and

WHEREAS, this process complies with "Qualifications Based Selection" which is required to procure engineering services for projects that include federal funding; and

WHEREAS, the Village invited eight local consulting engineering firms to submit statements of qualifications and advertised the RFQ on the Village's website; and

WHEREAS, twelve firms submitted statements of qualifications; and

WHEREAS, the selection committee, comprised of the Assistant Director of Public Works, Village Engineer, and Village of Skokie Director of Engineering, reviewed the statements of qualifications; and

WHEREAS, the selection committee ranked the firm Thomas Engineering Group, LLC the most qualified to provide the envisioned services; and

WHEREAS, Village staff has negotiated a scope of services from Thomas Engineering Group, LLC for construction engineering for Austin Avenue Improvements for a fee not-to-exceed \$396,112.98 (attached Exhibit "1"); and

WHEREAS, federal funds will be used to reimburse the Village for construction engineering costs for this project and this condition requires the agreement with Thomas Engineering Group, LLC to be formalized with an Illinois Department of Transportation (IDOT) agreement; and

WHEREAS, the 2017 Adopted Budget contains an allocation of \$680,000 in the Capital Projects Fund Account 305060-552140 for construction engineering and land acquisition for Austin Avenue Improvements and an allocation of \$378,000 in the Enterprise Fund Account 405034-552290 for construction and construction engineering for Oakton Street Sanitary Sewer.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities do hereby accept the proposal of Thomas Engineering Group, LLC to perform or be responsible for the performance of the construction engineering services for Austin Avenue Improvements in the not-to-exceed amount of \$396,112.98.

SECTION 3: The Village Administrator or his designee is authorized and directed to negotiate the final terms of an agreement with Thomas Engineering Group, LLC and subject to approval by the State of Illinois acting through its Department of Transportation in substantial conformance with the agreement shown in Exhibit" 1".

SECTION 4: The Corporate Authorities hereby authorize the Village President to execute and the Village Clerk to attest to an agreement titled "*Construction Engineering Services Agreement for Federal Participation*" with Thomas Engineering Group, LLC in the final amount negotiated by the Village Administrator.

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

PASSED THIS 27th DAY OF FEBRUARY 2017

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

WHEREAS, federal funds will be used to reimburse the Village for construction engineering costs for this project and this condition requires the agreement with Thomas Engineering Group, LLC to be formalized with an Illinois Department of Transportation (IDOT) agreement; and

WHEREAS, the 2017 Adopted Budget contains an allocation of \$680,000 in the Capital Projects Fund Account 305060-552140 for construction engineering and land acquisition for Austin Avenue Improvements and an allocation of \$378,000 in the Enterprise Fund Account 405034-552290 for construction and construction engineering for Oakton Street Sanitary Sewer.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities do hereby accept the proposal of Thomas Engineering Group, LLC to perform or be responsible for the performance of the construction engineering services for Austin Avenue Improvements in the not-to-exceed amount of \$396,112.98.

SECTION 3: The Village Administrator or his designee is authorized and directed to negotiate the final terms of an agreement with Thomas Engineering Group, LLC and subject to approval by the State of Illinois acting through its Department of Transportation in substantial conformance with the agreement shown in Exhibit" 1".

SECTION 4: The Corporate Authorities hereby authorize the Village President to execute and the Village Clerk to attest to an agreement titled "*Construction Engineering Services Agreement for Federal Participation*" with Thomas Engineering Group, LLC in the final amount negotiated by the Village Administrator.

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PASSED THIS 27th DAY OF FEBRUARY 2017

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____


APPROVED BY ME THIS 27th DAY OF FEBRUARY 2017

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

ATTESTED and FILED in my office
This 28th DAY OF FEBRUARY 2017

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT "1"

Local Agency Morton Grove	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Thomas Engineering Group, LLC Address 238 South Kenilworth Ave., Suite 100 City Oak Park State IL Zip Code 60302 Contact Name/Phone/E-mail Address Eric Rose, PE/(630) 636-0943 ericr@thomas-engineering.com
County Cook				
Section 12-00106-00-PV				
Project No. M-4003 (173)				
Job No. C-91-225-13				
Contact Name/Phone/E-mail Address Chris Tomich/(847) 470-5235 ctomich@mortongroveil.org				

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Resident Construction Supervisor In Responsible Charge Contractor	Deputy Director Division of Highways, Regional Engineer, Department of Transportation Authorized representative of the LA in immediate charge of the engineering details of the PROJECT A full time LA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded
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Project Description

Name Austin Avenue Route FAU 2791 Length 0.83 mi Structure No. N/A

Termini 300 feet south of Oakton Street (FAU 1332) and 600 feet south of Lincoln Avenue (FAU 3525)

Description: Partial reconstruction and resurfacing of Austin Avenue including intersection improvements at Oakton Street. The project includes storm and sanitary sewer improvements, drainage structure adjustments/reconstruction, ADA ramp upgrades, pavement patching, curb and gutter, and driveway apron removal and replacements, pavement marking and restoration.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☐ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☐ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☒ c. For soils, to obtain samples and perform testing as noted below.
 - ☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

EXHIBIT "1"

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - ☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - ☒ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

EXHIBIT "1"

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
 - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
 - 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 - 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
 - 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
 - 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

- 1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- ☒ $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- ☐ $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor
FF=Fixed Fee
SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

EXHIBIT "1"

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

EXHIBIT "1"

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or 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 (5) days after such conviction.
 - (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
 - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

EXHIBIT "1"

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Thomas Engineering Group, LLC	26-1722938	\$381,549.47
Sub-Consultants:	TIN Number	Agreement Amount
Interra Inc.	36-404-5796	\$14,563.51
	Sub-Consultant Total:	\$14,563.51
	Prime Consultant Total:	\$381,549.47
	Total for all Work:	\$396,112.98

Executed by the LA:

Morton Grove

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Village _____ Clerk

Title: Village President

(SEAL)

Executed by the ENGINEER:

Thomas Engineering Group, LLC

ATTEST:

By:  _____

By:  _____

Title: Resident Engineer V

Title: Principal

EXHIBIT "1"

Exhibit A - Construction Engineering

Route: FAU 2791 Austin Avenue
 Local: Village of Morton Grove
 (Municipality/Township/County)
 Section: 12-00106-00-PV
 Project: M-4003 (173)
 Job No.: C-91-225-13

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH) 142.20 %
 Complexity Factor (R) 0.00
 Calendar Days 548

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Utility Coordination	Resident Eng V	16	\$69.89	\$1,118.24	\$1,590.14			\$392.72	\$3,101.10
	Construction Eng I	24	\$28.10	\$674.40	\$959.00			\$236.84	\$1870.24
Project Website	Resident Eng V	2	\$69.89	\$139.78	\$198.77			\$49.09	\$387.64
	Marketing Assist.	24	\$24.36	\$584.64	\$831.36			\$205.32	\$1,621.32
Public Info Mtg	Resident Eng V	8	\$69.89	\$559.12	\$795.07			\$196.36	\$1,550.55
	Senior Technician	4	\$40.70	\$162.80	\$231.50			\$57.17	\$451.47
	Marketing Assist.	16	\$24.36	\$389.76	\$554.24			\$136.88	\$1,080.88
PreCon Meetings	Resident Eng V	4	\$69.89	\$279.56	\$397.53			\$98.18	\$775.27
	Construction Eng I	8	\$28.10	\$224.80	\$319.67			\$78.94	\$623.41
Constructability Review	Project Manager	2	\$71.05	\$142.10	\$202.06			\$49.90	\$394.06
	Resident Eng V	16	\$69.89	\$1,118.24	\$1,590.13			\$392.71	\$3,101.08
	Construction Eng I	8	\$28.10	\$224.80	\$319.66			\$78.95	\$623.41
Construction	Project Manager	4	\$71.05	\$284.20	\$404.13			\$99.80	\$788.13
	Resident Eng V	912	\$69.89	\$63,739.68	\$90,637.82	\$14,563.51	\$19,250.00	\$25,175.99	\$213,367.00
	Construction Eng I	1705	\$28.10	\$47,910.50	\$68,128.73			\$16,825.69	\$132,864.92
Survey	Senior Technician	16	\$40.70	\$651.20	\$926.00			\$228.69	\$1,805.89
Record Drawings	Resident Eng V	4	\$69.89	\$279.56	\$397.53			\$98.18	\$775.27
	Senior Technician	24	\$40.70	\$976.80	\$1,389.01			\$343.04	\$2,708.85
	Construction Eng I	16	\$28.10	\$449.60	\$639.33			\$157.89	\$1,246.82
Closeout	Principal	2	\$71.05	\$142.10	\$202.07			\$49.90	\$394.07
	Project Manager	2	\$71.05	\$142.10	\$202.07			\$49.90	\$394.07
	Resident Eng V	48	\$69.89	\$3,354.72	\$4,770.41			\$1,178.14	\$9,303.27
	Construction Eng I	222	\$28.10	\$6,238.20	\$8,870.72			\$2,190.79	\$17,299.71
Totals		3087		\$129,780.38	\$184,547.70	\$14,563.51	\$19,250.00	\$47,971.39	\$396,112.98

Exhibit B



Prime Consultant

Name _____
Address _____
Telephone _____
TIN Number _____

Local Agency _____
 Section Number _____
 Project Number _____
 Job Number _____

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

[illegible]

Signature and title of Prime Consultant

Date _____

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

EXHIBIT "1"



**Illinois Department
of Transportation**

Anthony Quigley
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

**Local Public Agency Resident
Construction Supervisor/ In
Responsible Charge**

County	Cook
Municipality	Village of Morton Grove
Section	12-00106-00-PV
Route	FAU 2791 Austin Avenue
Contract No.	61D77
Job No.	C-91-225-13
Project	M-4003 (173)

- ☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- ☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

February 21, 2017

Date

, Village Engineer

Signature and Title (for the Local Public Agency)

Eric Rose

Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 13-0162.

University of Missouri – Rolla, BSCE May 1991

Licensed Professional Engineer in the State of Illinois, No. 062-053192 exp. 11/30/2017

IDOT Certifications:

IDOT S-33 Geotech Field Testing & Inspection

IDOT ICORS

IDOT LA Resident Engineering

IDOT Project Finalization

I have performed RE services for IDOT Local Agency projects for over 25 years including road and bridge projects, and underground utility projects. I have extensive knowledge in plan reviews, construction administration, construction documentation, construction observation, underground utility installation inspections, multiple agency coordination, and public relations for IDOT and municipal projects, including roadway and bridge reconstruction and rehabilitation, retaining wall construction, box culvert construction, underground utility construction, intersection reconstruction, traffic signal installation, roadway lighting installation and streetscape improvements.

Eric Rose

2/21/2017

Date

Signature of Applicant

Resident Engineer V

Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved

Date

Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

EXHIBIT "1"

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

EXHIBIT "1"

Instructions for Preparation of Form BC 776

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.


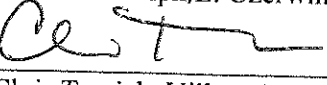
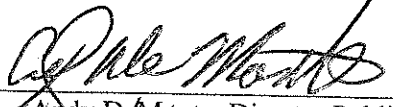
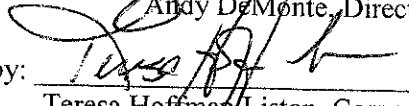
If a consultant is named on this form, the approved form will be included as an attachment to the construction engineering consultant agreement.

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

Legislative Summary

Resolution 17-12

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING FOR AUSTIN AVENUE IMPROVEMENTS

Introduced:	February 27, 2017
Synopsis:	To authorize the Village President to execute an agreement titled " <i>Local Public Agency Agreement for Federal Participation</i> ".
Purpose:	To formalize the division of cost sharing between the Village, federal and state funding for engineering and construction costs.
Background:	The Village has been developing a project with the State of Illinois and Skokie since 2012 to partially reconstruct Austin Avenue, reconfigure the intersection of Austin Avenue and Oakton Street, and construct a sanitary sewer along Oakton Street between the Metra line and Austin Avenue. Construction of the project is intended to begin in 2017 and be completed in 2018. The project will include a complicated arrangement of funding from federal, state, Morton Grove and Skokie sources. Skokie will reimburse the Village through a separate intergovernmental agreement. Exhibit "1" which includes a simplified illustration of the division of costs and the terms of the intergovernmental agreement. The form of agreement in Exhibit "1" is a requirement to utilize federal funding. Costs for engineering are fixed by existing contracts and the cost of construction is estimated. In the event actual eligible costs exceed the federal funding limits, the Village Administrator is to be authorized to make requests to obtain the full share of federal funding originally envisioned.
Programs, Departments or Groups Affected	Public Works.
Fiscal Impact:	The total estimated amount for engineering and construction is \$3,379,498. The Village's share of this cost will be approximately \$1,156,089.
Source of Funds:	Capital Projects Fund Account 305060-552140 - \$534,449; Capital Projects Fund Account 305060-553300 - \$761,411; and Enterprise Fund Account 405034-552290 \$354,354; and the Village will be partially reimbursed from federal fund and the Village of Skokie in the approximate amount of \$530,000.
Workload Impact:	The management and supervision of this contract will be performed by the Engineering Division of Public Works as part of their normal operations.
Administrator Recommendation:	Approval as presented.
First Reading:	N/A
Special Considerations or Requirements:	None
Respectfully submitted:	 Ralph E. Czerwinski, Village Administrator
Prepared by:	 Chris Tomich, Village Engineer
	Reviewed by:  Andy DeMonte, Director Public Works
	Reviewed by:  Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 17-12

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING FOR AUSTIN AVENUE IMPROVEMENTS

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village has been developing a project with the Illinois Department of Transportation and the Village of Skokie since 2012 to partially reconstruct Austin Avenue, reconfigure the intersection of Austin Avenue and Oakton Street, and construct a sanitary sewer along Oakton Street between the Metra line and Austin Avenue; and

WHEREAS, construction of the project is intended to begin in 2017 and be completed in 2018; and

WHEREAS, the project will include funding from federal, state, Village of Morton Grove and Village of Skokie sources; and

WHEREAS, the funding from federal and state sources includes efforts related to preliminary (i.e. design) engineering, construction and construction engineering; and

WHEREAS, the Village has been allocated federal funding from the Surface Transportation Program to pay for seventy percent (70%) of eligible engineering and construction costs up to the amount of \$2,000,025; and

WHEREAS, thirty percent (30%) of the share or any amount exceeding the allocated amount of the eligible engineering and construction costs are the responsibility of the Local Agency; and

WHEREAS, the Village has been allocated state funding from the Truck Access Route Program to pay for one hundred percent (100%) of the share of eligible construction costs to modify the intersection of Austin Avenue and Oakton Street up to the amount of \$98,550, which the State of Illinois customary applies toward fifty percent (50%) of the Local Agency share of the cost; and

WHEREAS, Resolution 15-69, approved on November 9, 2015, authorized a contract with Ciorba Group, Inc. for preliminary (i.e. design) engineering services for Austin Avenue Improvements in the not-to-exceed amount of \$168,967.73 and which has a pending supplemental fee for additional work outside the original scope of services to bring the total estimated amount to \$182,237; and

WHEREAS, the construction cost is currently estimated to be \$2,801,148; and

WHEREAS, Resolution 17-11, approved on February 27, 2017, authorized a contract with Thomas Engineering Group, LLC for construction engineering in the not-to-exceed amount of \$396,112.98; and

WHEREAS, the federal share of the estimated engineering and construction costs exceed the allocation of federal share of funding of \$2,000,025; and

WHEREAS, Exhibit "1" includes a simplified representation of the division of cost, based on estimated costs, for each effort as it relates to federal and state funding and the corresponding Local Agency funding; and

WHEREAS, costs described above are believed to be accurate and up-to-date, but have not yet been verified and approved by the Illinois Department of Transportation (IDOT), so are subject to revision following IDOT review; and

WHEREAS, the formal agreement included in Exhibit "1" is required to authorize State of Illinois, acting through its Department of Transportation (IDOT), to disburse the federal funds; and

WHEREAS, the agreement for construction engineering authorized by Resolution 17-11 stipulates the Village will pay for the full cost of the construction engineering and the State of Illinois will reimburse the Village for the federal share on the basis of periodic billings; and

WHEREAS, the agreement in Exhibit "1" stipulates the State of Illinois will pay for the full cost of the construction and the Village will reimburse the State of Illinois for its share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred has been paid; and

WHEREAS, Resolution 17-10, approved on February 27, 2017, authorized an intergovernmental agreement with the Village of Skokie, which said agreement stipulates the Village of Skokie will reimburse the Village for its share of cost paid to the State of Illinois; and

WHEREAS, the 2017 Adopted Budget contains an allocation of \$680,000 in the Capital Projects Fund Account 305060-552140 for engineering and land acquisition for Austin Avenue Improvements; an allocation of \$900,000 in the Capital Projects Fund Account 305060-553300 for construction for Austin Avenue Improvements; and an allocation of \$378,000 in the Enterprise Fund Account 403450-552290 for engineering and construction for the sanitary sewer to be constructed along Oakton Street.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator or his designee is hereby authorized and directed to negotiate

an intergovernmental agreement between the Village of Morton Grove and the State of Illinois acting through its Department of Transportation relating to Austin Avenue Improvements in substantial conformance with Exhibit "1".

SECTION 3: The Corporate Authorities hereby authorize the Village President to execute and the Village Clerk to attest an agreement titled "*Local Public Agency Agreement for Federal Participation*" (Exhibit "1") that will formalize the division of cost sharing between the Local Agency funding, state funding and federal funding for engineering and construction costs and in the final amounts negotiated by the Village Administrator.

SECTION 4: The Village Administrator or his designee is hereby authorized to request additional funding in the event the federal funding does meet or exceed actual costs and to obtain new funding if an opportunity presents itself.

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

PASSED THIS 27th DAY OF FEBRUARY 2017

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____


APPROVED BY ME THIS 27th DAY OF FEBRUARY 2017

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

ATTESTED and FILED in my office
This 28th DAY OF FEBRUARY 2017

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT "1"

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency Morton Grove	State Contract	Day Labor	Local Contract	RR Force Account
	Section 12-00106-00-PV	Fund Type STP/STU	ITEP, SRTS, or HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C91-225-13	M-4003(173)	D91-225-13	M-4003(172)		

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

Location

Local Name Austin Avenue Route FAU 2791 Length 4,294
 Termini Oakton Street & Lincoln Avenue

Current Jurisdiction Morton Grove & Skokie TIP Number 02-13-0002 Existing Structure No _____

Project Description

Partial-width pavement recon, sewer separation, intersection improvement at Oakton, mill and HMA overlay and san. sewer const.

Division of Cost

Type of Work	STU	%	TARP	%	LPA	%	Total
Participating Construction	1,630,740	(*)	98,544	(15)	761,411	(BAL)	2,490,695
Non-Participating Construction		()		()	310,453	(100)	310,453
Preliminary Engineering	122,736	(*)		()	59,501	(BAL)	182,237
Construction Engineering	246,549	(*)		()	149,564	(BAL)	396,113
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 2,000,025		\$ 98,544		\$ 1,280,929		\$ 3,379,498

*MAXIMUM FHWA (STU) PARTICIPATION 70% NTE \$2,000,025

TARP PARTICIPATION 100% NTE \$98,550

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.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

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 (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share 1,071,864 divided by estimated total cost multiplied by actual progress payment.

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

EXHIBIT "1"

Agreement Provisions

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**, and 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 Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after 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 department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and 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 a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to 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) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - 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, and 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 - 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 adjusted 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 **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt 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.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

EXHIBIT "1"

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the 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 at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) 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 which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

EXHIBIT "1"

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 this phase of the improvement 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.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve 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 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.
- (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. **LPAs** 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 Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **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 Payment Estimates in accordance with the Division of Cost on page one.
- (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 the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction 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

EXHIBIT "1"

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, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (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 that Act exempt its application.

ADDENDA

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

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

Daniel P. DiMaria

Name of Official (Print or Type Name)

Village President

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

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6006007 conducting business as a Governmental Entity.

DUNS Number 074439365

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, 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.

EXHIBIT "1"



The Village of Morton Grove
Austin/Oakton Project Extent

Legend

- Railway
- Project Limits
- Village of Morton Grove



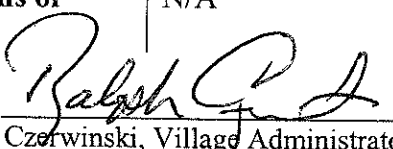
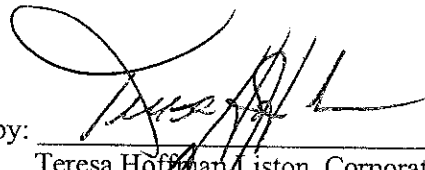
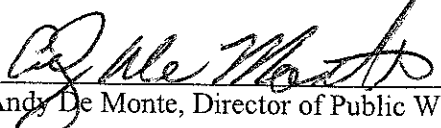
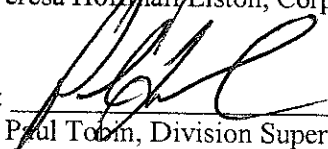
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Legislative Summary

Resolution 17-13

AUTHORIZING THE PURCHASE OF A NEW 2017 JOHN DEERE 544K END LOADER FROM WEST SIDE TRACTOR SALES COMPANY

Introduced:	February 27, 2017
Purpose:	To authorize the purchase of a new John Deere 544K End Loader which will replace a 1989 John Deere 544E End Loader.
Background:	The Public Works Vehicle Maintenance Division routinely reviews vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair cost. During this review, staff recommended a 1989 John Deere End Loader be replaced. The Vehicle Maintenance Division drafted specifications and solicited bids for a New John Deere 544K End Loader based on research of various makes and models and the Village's success with the four John Deere end loaders currently in service. Bid packets were obtained by eight (8) vendors of various End Loader manufacturers, and four vendors submitted bids. Staff recommends the Board approve the bid from the lowest qualified bid submitted by West Side Tractor Sales Company.
Programs, Departments or Groups Affected	Public Works Enterprise Water / Sewer Division and Finance
Fiscal Impact	\$174,949.00 which includes an extended warranty (\$2,272.00) and a \$22,000 trade-in credit for the existing John Deere 544E End Loader.
Source of Funds:	Enterprise Fund Account: 405033-572030
Workload Impact:	Routine
Admin Recommendation:	Approval as presented.
First Reading:	Not required
Special Considerations or Requirements:	N/A
Respectfully submitted: 	Reviewed by: 
Ralph Czerwinski, Village Administrator	Teresa Hoffman Liston, Corporation Counsel
Reviewed by: 	Prepared by: 
Andy De Monte, Director of Public Works	Paul Tobin, Division Superintendent

RESOLUTION 17-13

TO AUTHORIZE THE PURCHASE OF A NEW 2017 JOHN DEERE 544K END LOADER FROM WEST SIDE TRACTOR SALES COMPANY

WHEREAS, the Village of Morton Grove (VILLAGE), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Public Works Department routinely reviews vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair cost and recommends replacing or eliminating equipment that no longer meets the requirements of the Department; and

WHEREAS, the Public Works Department has determined the existing 28 year old 1989 John Deere 544E End Loader is no longer a dependable piece of equipment; and

WHEREAS, Public Works currently operates four John Deere End Loaders that have proven to be reliable and product supported for over 30 years; and

WHEREAS, the Vehicle Maintenance Division researched literature of similar make End Loaders (Caterpillar, Volvo, JCB) and decided the John Deere 544K End Loader would best suit the needs of the Department and drafted specifications accordingly; and

WHEREAS, the Village of Morton Grove, Public Works Department advertised on the Village's web site inviting bids for the purchase of a new John Deere 544K End Loader; and

WHEREAS, eight (8) vendors for varying models obtained specifications; and

WHEREAS, the Public Works Department received four (4) bids that were publicly opened and read on Friday, February 17, 2017, at 10:00 A.M. in the Public Works facility located at 7840 Nagle Avenue, Morton Grove, Illinois with the following results:

Casey Equipment, Inc.	2017 JCB Model 427 End Loader	\$173,200.00
	Trade in:	\$ (11,500.00)
	Extended Warranty:	\$ <u>0.00</u>
	Total:	\$161,700.00 (Disqualified)

McAllister Equipment Co.	2017 Volvo Model L70 End Loader	\$195,268.00
	Trade in:	\$ (10,800.00)
	Extended Warranty:	\$ <u>2,576.00</u>
	Total:	\$187,044.00 (Disqualified)

West Side Tractor Sales Co. 2017 John Deere 544K End Loader \$194,677.00
Trade in: \$(22,000.00)
Extended Warranty: \$ 2,272.00
Total: \$174,949.00

Patten Industries Inc. 2017 Catterpillar 930M End Loader \$188,680.00
Trade in: \$(12,000.00)
Extended Warranty: \$ 1,170.00
Total: \$177,850.00 (Disqualified)

; and

WHEREAS, the bid from Casey Equipment Company, McAllister Equipment Company, and Patten Industries were rejected for failure to comply with the specifications; and

WHEREAS, the Village Board approved the 2017 budget pursuant to Ordinance 16-27 on November 28, 2016, which provides funding in the Enterprise Fund account number 405033-572030 in the amount of \$589,000 to replace these vehicles; and

WHEREAS, the Village Administrator and staff recommends the Village Board approve and authorize the purchase of a new John Deere 544K End Loader from West Side Tractor Sales Company, 1560N Old Rand Road, Wauconda, Illinois 60084, for the purchase price of \$174,949.00 which includes a trade-in credit for the 1989 John Deere 544E End Loader as noted above.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator is hereby authorized to execute a contract for the purchase of a new 2017 John Deere 544K End Loader for \$174,949.00 including an extended warranty and a trade- in credit of \$22,000 for the Village's 1989 John Deere 544E End Loader.

SECTION 3: The Public Works Director and/ or his designee is/are authorized to take all steps necessary to implement this purchase.

SECTION 4: This Resolution shall be in full force and effect from and upon its passage and approval.

Passed this 27th day of February 2017.

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

Approved by me this 27th day of February 2017

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office
This 28th day of February 2017

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

[illegible]