



Naperville

CITY COUNCIL AGENDA ITEM

SUBJECT: Recommend the Award of Change Order #1 to Contract 16-079, Engineering Services for the Downtown Washington Street Bridge Improvements

TYPE OF VOTE: Simple Majority

ACTION REQUESTED:

- A. Approve the Award of Change Order #1 to Contract 16-079, Engineering Services for the Downtown Washington Street Bridge Improvements, to Alfred Benesch & Company for an amount not to exceed \$8,680.26 and a total award of \$336,651.07.
 - B. Adopt a Resolution approving the Local Public Agency Amendment #1 for Federal Participation with the Illinois Department of Transportation for Preliminary Engineering Services of the Downtown Washington Street Bridge Project (CIP Project: BR031, IDOT Section 16-200167-00-BR).
-

BOARD/COMMISSION REVIEW:

N/A

COUNCIL ACTION PREVIOUSLY TAKEN:

Date	Item No.	Action
4/15/16	I7a	Original Award

DEPARTMENT: Transportation Engineering and Development (TED)
Finance Department

SUBMITTED BY: William Novack, TED Director
Rachel Mayer, Finance Director

BACKGROUND:

On April 15, 2016, City Council approved the award of RFP 16-079 to select Alfred Benesch & Company as consultant to conduct the preliminary engineering design for the Downtown Washington Street Bridge Improvements project. Council also adopted a resolution approving the Illinois Department of Transportation (IDOT) Local Agency Joint Agreement to secure federal

funding and to agree to appropriate funds for the local agency share of the preliminary engineering design service cost.

DISCUSSION:

The current project scope includes preliminary geometric design for Washington Street from Aurora Avenue northerly to Chicago Avenue. After evaluating existing transportation issues and conducting discussions with IDOT and the Federal Highway Administration (FHWA), it was determined the proposed improvements need to be extended through the Aurora Avenue intersection to consider adding a southbound right turn lane and an eastbound right turn lane at the Aurora Avenue and Washington Street intersection. The current scope of work does not include these intersection improvements.

Alfred Benesch & Company submitted a request for additional compensation as a result of the change in scope of work. The cost of the extra work is \$8,680.26. The project received federal funding to cover 80% of the cost. Since 80% of the engineering services costs are eligible for federal funding through IDOT's STP-Br program, the City is requesting \$6,960 in additional federal funding. IDOT will reimburse the City for \$6,960. The City's share of the cost will be \$1,740. An amendment to the IDOT Local Agency Joint Agreement is required to increase the amount of available STP-Br funds for this project.

FISCAL IMPACT:

CIP #: BR031

BR031 – Downtown Washington Street Bridge Rehabilitation

The project implements a Road Improvement Plan for replacement and rehabilitation of deteriorating conditions of the Washington Street Bridge. The project includes replacement and widening of the bridge and modifications to adjacent sections of Washington Street.

Engineering design for the Washington Street Bridge rehabilitation is expensed to the Professional Services line listed below. A total of \$340,000 is budgeted for BR031 in CY2017. The requested award is within the budgeted amount.

Account Number	Fund Description	Total Budget Amount
301-4710-431.70-80	Capital Projects Fund	\$697,000

RECOMMENDATION:

- A. Approve the Award of Change Order #1 to Contract 16-079, Engineering Services for the Downtown Washington Street Bridge Improvements, to Alfred Benesch & Company for an amount not to exceed \$8,680.26 and a total award of \$336,651.07.
- B. Adopt a Resolution approving the Local Public Agency Amendment #1 for Federal Participation with the Illinois Department of Transportation for Preliminary Engineering Services of the Downtown Washington Street Bridge Project (CIP Project: BR031, IDOT Section 16-200167-00-BR).

ATTACHMENTS:

1. Original Award
2. Resolution
3. Local Public Agency Amendment #1

Prior Award



Naperville

CITY COUNCIL AGENDA ITEM

SUBJECT: Recommend the Award of RFP 16-079, Engineering Services for the Downtown Washington Street Bridge Improvements

TYPE OF VOTE: Simple Majority

ACTION REQUESTED:

- A. Approve the Award of RFP 16-079, Engineering Services for the Downtown Washington Street Bridge Improvements, to Alfred Benesch & Company for an amount not to exceed \$327,970.81.
 - B. Adopt a Resolution approving an appropriation for an amount not to exceed \$327,970.81 for preliminary engineering services of the Downtown Washington Street Bridge Project (CIP Project #BR031).
 - C. Adopt a Resolution approving the local-public agency agreement with the Illinois Department of Transportation for preliminary engineering services of the Downtown Washington Street Bridge Project (CIP Project #BR031, IDOT Section # 16-00167-00-BR).
-

BOARD/COMMISSION REVIEW:

N/A

COUNCIL ACTION PREVIOUSLY TAKEN:

Date	Item No.	Action
N/A		

DEPARTMENT: Transportation Engineering and Development (TED)
Finance Department

SUBMITTED BY: William Novack, TED Director
Rachel Mayer, Finance Director

BACKGROUND:

The Washington Street Bridge is located in downtown Naperville and crosses the West Branch of the DuPage River between Aurora Avenue and Chicago Avenue. The original structure was

16-079, Washington Bridge

April 5, 2016

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constructed in 1928 and the superstructure was replaced in 1977. In 2004 the bridge deck was overlaid to extend the service life of the bridge by ten to fifteen years.

In order to improve the safety and extend the life of the bridge, a feasibility study was completed in 2014 to evaluate design alternatives for the rehabilitation or replacement of the Downtown Washington Street Bridge. The report recommended that the existing bridge be replaced.

In order to fund the project, the City applied for assistance through the Federal Bridge Program – STP-BR (Surface Transportation Program - Bridge) and obtained approval from the Illinois Department of Transportation (IDOT) to perform the project. The Surface Transportation Program (STP) is a federal program which provides funding for projects that preserve and improve the conditions and performance on various transportation facilities. STP-BR is an IDOT Bridge Program which utilizes STP funds to replace or rehabilitate deficient highway bridges, perform systematic preventive maintenance and seismic retrofit.

The City will be the lead agency for the project and will be responsible for 20% of the preliminary engineering services cost (\$65,594.16) through the City Capital Improvement Program. The other 80% (\$262,376.65) will be covered by Federal STP-BR funds. The City will pay the engineering services cost up front and will be reimbursed through IDOT. The future phases of the project will include Design, Construction and Construction Engineering. Federal participation for all future phases is 80%.

In addition to the award of RFP 16-079, the City Council is being asked to adopt two resolutions associated with this project. In order to utilize the federal funding, the City must enter into a local-public agency agreement with IDOT. The first resolution is an appropriation required by IDOT prior to entering into the local-public agency agreement (See Attachment 2). The second resolution authorizes execution of the local-public agency agreement with IDOT for the preliminary engineering services (See Attachment 3).

DISCUSSION:

In March 2014, the City of Naperville completed a Request for Qualifications (RFQ 14-119) for consulting engineering services associated with bridge projects. Six consultants were short-listed as a result of this process. As stated in the Request for Qualifications (RFQ), the selected consultants may be retained by the City for similar projects in FY 13-14, FY 14-15, FY15-16 and FY16-17 of the Capital Improvement Program.

The City sent RFP 16-079 to all six shortlisted firms and received proposals from all six firms:

AECOM
Alfred Benesch & Co.
Ciorba Group

Civiltech Engineering, Inc.
Crawford, Murphy & Tilly, Inc.
TranSystems

Since Federal STP funding will be used for the Downtown Washington Street Bridge Improvements project, a Quality-Based Selection (QBS) process was required for the consultant selection.

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A four member evaluation committee made up of TED Business Group staff reviewed and scored the proposals based on the criteria/weights in the Request for Proposal:

- Qualifications and Experience of Project Manager and Team. (20%)
- Project approach and information demonstrating a thorough understanding of the scope of services required. (20%)
- IDOT Bridge Design Standards, DuPage County Stormwater Permitting and Federal Funding. (20%)
- Experience with Streetscape and Riverbank Improvements. (15%)
- Experience with Public Process and Marketing. (15%)
- Completeness, Accuracy and Presentation. (10%)

After the proposals were evaluated, three of the firms (Alfred Benesch & Co., Ciorba Group and TranSystems) were shortlisted and invited to interview with the evaluation committee to clarify points within their proposal. Following the interviews, each committee member individually rescored and ranked the shortlisted firms. The consultants' scores were subsequently averaged for all committee members. The following table summarizes the shortlisted firms' average score.

Consulting Firm	Qualitative Score
Alfred Benesch & Co.	90.25
Ciorba Group	85.75
TranSystems	85.25

Based upon the committee's evaluation, Alfred Benesch & Co. was the most qualified firm. Staff subsequently negotiated the scope of work and fee for the preliminary engineering work for the Downtown Washington Bridge Improvements. IDOT staff has reviewed and approved the resulting consultant services agreement between the City and Alfred Benesch & Co.

FISCAL IMPACT:

CIP Project Number: BR031 – Downtown Washington Street Bridge Project

The Downtown Washington Street Bridge will be expensed to the following capital project line items in the accounts listed below. The total project budget for BR031 for CY2016 is \$340,000. This award of \$327,970.81 for Phase I engineering consultant services is one component of the total award for this project. There will be additional awards for the following services: Design, Construction and Construction Engineering.

Account Number	Fund Description	Total Budget Amount
301-4710-431.70-89	Capital Projects Fund	\$7,226,000
332-4710-431.70-89	Bond Fund	\$3,937,000

The total preliminary engineering services cost is \$327,970.81. The City is responsible for 20% of the cost, which is \$65,594.16. The Illinois Department of Transportation (IDOT) will

16-079, Washington Bridge
April 5, 2016
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reimburse the City \$262,376.65 of the preliminary engineering services through Federal Surface Transportation Program Bridge Funds (STP-BR).

RECOMMENDATION:

- A. Approve the Award of RFP 16-079, Engineering Services for the Downtown Washington Street Bridge Improvements, to Alfred Benesch & Company for an amount not to exceed \$327,970.81.
- B. Adopt a Resolution approving an appropriation in an amount not to exceed \$327,970.81 for preliminary engineering services of the Downtown Washington Street Bridge Project (CIP Project #BR031).
- C. Adopt a Resolution approving the local-public agency agreement with the Illinois Department of Transportation for preliminary engineering services of the Downtown Washington Street Bridge Project (CIP Project #BR031, IDOT Section # 16-00167-00-BR).

ATTACHMENTS:

1. CIP Page
2. Resolution - Appropriation
3. Resolution – Local-Public Agency Agreement
4. Local-Public Agency Agreement

Prior Award

Project Number: BR031 **Project Title:** Downtown Washington Street Bridge Rehabilitation
Department Name: Transportation, Engineering & Development **CIP Status:** Changed - Non Recurring **Sector:** Northeast
Project Purpose: This project supports the implementation of the Road Improvement Plan. FUNCTION(S): Safety, Preservation **Category Code:** B **Criteria:** Funding, Need **WF Number:** (none)

Project Narrative:

This project includes the replacement or major rehabilitation of the Washington Street bridge due to its deteriorating condition. In 2004, the bridge deck was repaired to extend the service life of the bridge by ten to fifteen years. The physical condition and the functionality of the bridge was evaluated in a feasibility report prepared in 2014 to determine an appropriate scope of work. The total cost of the project, including engineering, land acquisition, and construction is estimated range from \$3,000,000 for rehabilitation work to \$8,000,000 for full replacement and widening of the bridge and modifications to the adjacent sections of Washington Street to accommodate vehicular and pedestrian traffic. NOTE: Project was reprogrammed due to fiscal year change.

External Funding Sources Available

Federal Highway Administration (Bridge Replacement & Rehabilitation Program)

Projected Timetable

Preliminary Engineering began in CY16. Land in CY17 and CY18. Design in CY17. Construction Engineering in CY18. Construction in CY19.

Impact on Operating Budget

This scope of any potentially new operating expenses will be determined during the preliminary design stage.

Project Budget Impact Summary

	2016	2017	2018	2019	2020	Total CIP
Impact Detail	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0
				Prior Year(s) Impact	Total Project Impact	
				0	0	

Funding Source Summary

	2016	2017	2018	2019	2020	Total Source
Funding Source	272,000	280,160	424,360	4,370,908	0	5,347,428
Other Government	68,000	585,040	636,540	1,092,727	0	2,382,307
Infunded Capital	340,000	865,200	1,060,900	5,463,635	0	7,729,735
Subtotal				Prior Year(s) Expenditures	Total All Sources	
				24,500	7,754,235	

Project Cost Summary

Expense Category	Prior Year(s) Expenditures	2015 Budget	2015 Year-to-Date	2016	2017	2018	2019	2020	Total CIP
Construction	0	0	24,500	0	0	0	5,463,635	0	5,463,635
Engineering	0	340,000	0	340,000	350,200	530,450	0	0	1,220,650
Land Acquisition	0	0	0	0	515,000	530,450	0	0	1,045,450
Subtotal	0	340,000	24,500	340,000	865,200	1,060,900	5,463,635	0	7,729,735
				Prior Year(s) Expenditures	Total Project Cost				
				24,500	7,754,235				



RESOLUTION NO. 16-_____

**A RESOLUTION APPROVING AN APPROPRIATION FOR
PRELIMINARY ENGINEERING SERVICES FOR THE
DOWNTOWN WASHINGTON STREET BRIDGE IMPROVEMENTS**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS**, in the exercise of its
home rule authority as follows:

SECTION 1: There is hereby allocated, committed, appropriated and budgeted in the
CY 2016 Capital Improvement Program, Project Number BR031, the sum of THREE
HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED SEVENTY DOLLARS AND
EIGHTY-ONE CENTS (\$327,970.81) for the preliminary engineering services costs of the
Downtown Washington Street Bridge Improvements project (IDOT Section Number 16-00167-
00-BR).

SECTION 2: This Resolution shall be in full force and effect from and after its passage
and approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016

Steve Chirico
Mayor

ATTEST:

Pam LaFeber, Ph.D.
City Clerk

RESOLUTION NO. 16-_____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ILLINOIS AND THE CITY OF NAPERVILLE FOR PRELIMINARY ENGINEERING SERVICES FOR THE DOWNTOWN WASHINGTON STREET BRIDGE IMPROVEMENTS

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS, in the exercise of its home rule authority as follows:

SECTION 1: The Intergovernmental Agreement between the State of Illinois and the City of Naperville for preliminary engineering services for the Downtown Washington Street Bridge improvements, Illinois Department of Transportation (“IDOT”) Section Number 16-00167-00-BR, attached to this Resolution as Exhibit A, is hereby approved.

SECTION 2: The City Manager is hereby authorized to execute the intergovernmental agreement between the State of Illinois and the City of Naperville for preliminary engineering services for the Downtown Washington Street Bridge improvements.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:


APPROVED this _____ day of _____, 2016

Steve Chirico
Mayor

ATTEST:

Pam LaFeber, Ph.D.
City Clerk

Prior Award

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Naperville			X	
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	16-00167-00-BR	STP-Br			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-265-16	BRM-4003(725)		

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 Washington Street Route FAU 2552 Length 0.12 Mi.

Termini Chicago Avenue to Aurora Avenue

Current Jurisdiction LPA TIP Number 08-16-0020 Existing Structure No 022-0030

Project Description

Phase I Engineering for the proposed reconstruction of the Washington Street Bridge over West Branch DuPage River.

Division of Cost

Type of Work	STP-Br	%	%	LPA	%	Total
Participating Construction	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	
Preliminary Engineering	264,000	(*)	()	66,000	(BAL)	330,000
Construction Engineering	()	()	()	()	()	
Right of Way	()	()	()	()	()	
Railroads	()	()	()	()	()	
Utilities	()	()	()	()	()	
Materials	()	()	()	()	()	
TOTAL	\$ 264,000	\$	\$	66,000	\$	330,000

* Maximum FHWA (STP-Br) participation 80% not to exceed \$264,000.

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 _____ 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 A

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 A

- (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 ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) 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 A

The LPA will submit to the STATE a complete and accurate 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, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (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 A

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Penalties Act of 1986 (31U.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

APPROVED

State of Illinois
Department of Transportation

Steve Chirico

Name of Official (Print or Type Name)

Randall S. Blankenhorn, Secretary

Date

Mayor

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

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

(Signature)

Date

William M. Barnes, Chief Counsel

Date

The above signature certifies the agency's TIN number is 36-6006013 conducting business as a Governmental Entity.

Jeff Heck, Chief Fiscal Officer (CFO)

Date

DUNS Number 070000815

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

EXHIBIT A

ADDENDUM #1 TO IGA

Section #: 16-00167-00-BR
TIP #: 08-16-0020

Addendum 1 - Location Map

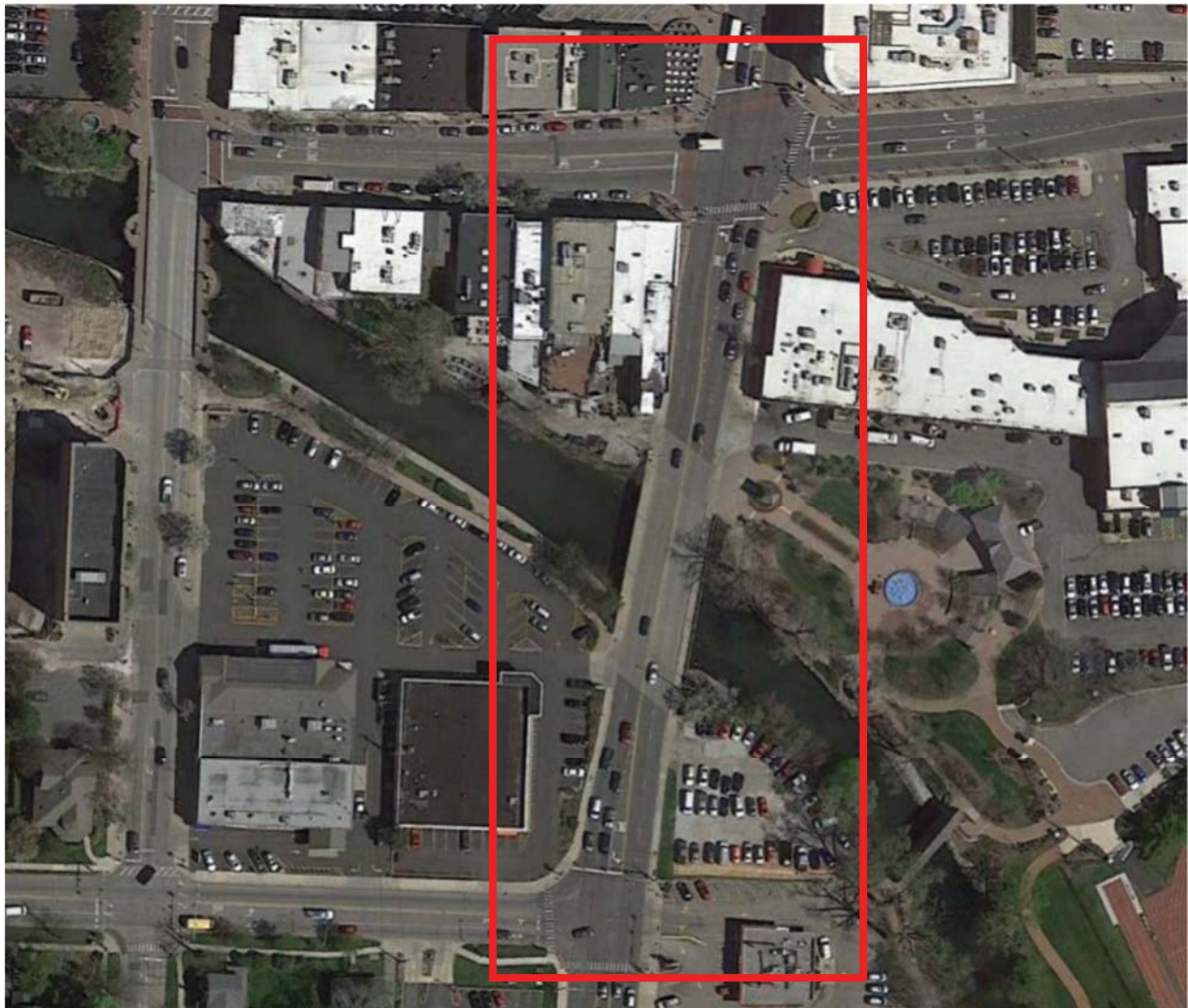


EXHIBIT A

RESOLUTION NO. 16-_____

**A RESOLUTION APPROVING AN APPROPRIATION FOR
PRELIMINARY ENGINEERING SERVICES FOR THE
DOWNTOWN WASHINGTON STREET BRIDGE IMPROVEMENTS**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS**, in the exercise of its
home rule authority as follows:

SECTION 1: There is hereby allocated, committed, appropriated and budgeted in the
CY 2016 Capital Improvement Program, Project Number BR031, the sum of THREE
HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED SEVENTY DOLLARS AND
EIGHTY-ONE CENTS (\$327,970.81) for the preliminary engineering services costs of the
Downtown Washington Street Bridge Improvements project (IDOT Section Number 16-00167-
00-BR).

SECTION 2: This Resolution shall be in full force and effect from and after its passage
and approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016

Steve Chirico
Mayor

ATTEST:

Pam LaFeber, Ph.D.
City Clerk

RESOLUTION NO. 17-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE
THE LOCAL AGENCY AMENDMENT #1 FOR FEDERAL PARTICIPATION WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
PRELIMINARY ENGINEERING SERVICES FOR
THE DOWNTOWN WASHINGTON STREET BRIDGE IMPROVEMENTS**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS,** in the exercise of its
home rule authority as follows:

SECTION 1: The Local Agency Amendment #1 for Federal Participation between the
City of Naperville and Illinois Department of Transportation (IDOT) for preliminary engineering
services for the Downtown Washington Street Bridge improvements, as provided for in the
IDOT/Local Agency Agreement as Section Number 16-00167-00-BR, attached to this Resolution
as Exhibit A, is hereby approved.

SECTION 2: The Mayor is authorized to execute the Local Agency Amendment #1 for
Federal Participation between the City of Naperville and Illinois Department of Transportation
(IDOT) for preliminary engineering services for the Downtown Washington Street Bridge,
attached to this Resolution as Exhibit A.

SECTION 3: This Resolution shall be in full force and effect from and after its passage
and approval.

PASSED this _____ day of _____, 2017.

AYES:

NAYS:


ABSENT:

APPROVED this _____ day of _____, 2017

ATTEST:

Steve Chirico
Mayor

Pam Gallahue, Ph.D.
City Clerk

 Illinois Department of Transportation Local Public Agency Amendment # 1 for Federal Participation	Local Public Agency City of Naperville	State Contract <input type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 16-00167-00-BR	Fund Type: STP-BR	ITEP / SRTS / HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-265-16	BRM-4003(725)		

This Amendment 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 have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans 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

Location Washington Street Route FAU 2552 Length 0.12
Termini Chicago Avenue to Aurora Avenue

Current Jurisdiction LPA TIP Number 08-16-0020 Existing Structure No 022-

Amended Division of Cost

Type of Work	%	%	LPA	%	Total
Participating Construction	()	()		()	
Non-Participating Construction	()	()		()	
Preliminary Engineering	270,960 (*)	()	67,740	(BAL)	338,700
Construction Engineering	()	()		()	
Right of Way	()	()		()	
Railroads	()	()		()	
Utilities	()	()		()	
Materials					
TOTAL	\$ 270,960	\$	\$ 67,740		\$ 338,700

* Maximum FHWA (STP-Br) participation 80% not to exceed \$270,960.

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

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

ADDENDA

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

APPROVED

Local Public Agency

Steve Chirico

Name of Official (Print or Type Name)

Mayor

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

(Signature)

Date

The above signature certifies the agency's TIN number
36-6006013 conducting business as a Governmental
Entity.

DUNS Number 070000815

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.