

Joint Funding Agreement for Federally Funded Construction

	LOCAL PUBLIC AGE	ENCY							
Local Public Agency			Cour	nty	;	Section Nu	mber		
County of DuPage	ounty of DuPage DuPage						16-00232-00-CH		
Fund Type	ITEP, SRTS, HSIP Number(s) MPO Name						MPO TIP Number		
STU	N/A			CMAP	08	3-20-0026	5		
Construction									
State Job Number Project Number									
C-91-081-21 X6UK(066)									
☐ Local Let/Day Labor ☐ Construction	on on State Letting Construc	tion En	ginee	ering Utilities	S	Railro	ad Work		
	LOCATION								
						Stationing	_		
Local Street/Road Name	Key Route	Length			Fron		To		
Lemont Road	FAU 2612	0.50	mile		03.	70	04.20		
Location Termini									
83rd Street to 87th Street									
Current Jurisdiction Existing Structure Number(s)									
DuPage County		N/	/A				Remove		
	LOCATION								
					S	Stationing			
Local Street/Road Name	Key Route	Length			Fron		То		
87th Street	FAU 3580	0.61 mile			00.2	24	00.85		
Location Termini									
Havens Drive to Lemont Road									
Current Jurisdiction				Structure Numbe	er(s)	1			
DuPage County		N	/A				Remove		
	PROJECT DESCRIP	TION							
The scope of improvement includes the roadway widening at the intersections of Lemont Road/87th Street and Lemont Road/83rd Street. This portion of work includes traffic signal modernization, drainage improvements, and a section of roadway reconstruction. Also included as part of the project is the roadway resurfacing of Lemont Road between 87th Street and 83rd Street as well as 87th Street from Lemont Road west to Havens Drive.									

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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 the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 <u>Domestic Steel Requirement.</u> 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 Build America-Buy America provisions.
- 1.3 Federal Authorization. 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.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 <u>Termination</u>. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 <u>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)</u>. The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 <u>Compliance with Registration Requirements.</u> **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.
- 2.3 <u>Bribery.</u> The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 <u>Bid Rigging. LPA</u> certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 <u>Debt to State.</u> **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 <u>Debarment.</u> The **LPA** certifies to the best of its knowledge and belief that it's 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 anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

- c. are not presently indicated 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.
- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 <u>Criminal Convictions</u>. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 <u>Telecom Prohibition</u>. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
 - a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 <u>Organizational Conflict of Interest</u> The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 <u>Single Audits</u>: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 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.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (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** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 <u>STATE Audits</u>: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 <u>LPA Appropriation Requirement</u>. 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 Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 <u>Financial Integrity Review and Evaluation (FIRE) program</u>: **LPA's** and the **STATE** must 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.
- 4.5 <u>Final Invoice</u>: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 <u>Project Closeout</u>: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.
- 4.7 <u>Project End Date</u>: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 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.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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

SCHEDULES

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

 □ 1. Division of Cost □ 2. Location Map □ 3. Risk Assessment □ 4. Attestations 	
M A Attactations	
⊠ 5. Resolution*	

^{*}Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMEN [*]	T SIGNATURES EXE	CUTION	
The LPA agrees to accept and comply with the applicable pr	ovision set forth in this	agreement including attac	ched schedules.
APPROVED			
Local Public Agency			
Name of Official (Print or Type Name)			
Deborah A. Conroy			
Title of Official			
Chair, DuPage County Board			
Signature	Date		
The above signature certifies the agency's TIN number is			
366006551 conducting business as a Go	overnmental Entity.		
	,		
DUNS Number <u>135836026</u>			
UEI W7KRN7E54898			
APPROVED			
State of Illinois			
Department of Transportation Omer Osman, P.E., Secretary of Transportation	Doto		
Office Osman, F.E., Secretary of Transportation	Date		
By:	D-4-		
George A. Tapas, P.E., S.E., Engineer of Local Roads & Str	eets Date		
Stephen M. Travia, P.E., Director of Highways PI/Chief Engi	neer Date		
Michael Prater, Chief Counsel	Date		
Vicki Wilson, Chief Fiscal Officer	Date		

NOTE: A resolution authorizing the local official (or their <u>delegate</u>) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the <u>execution</u> of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature <u>authorization resolution</u>.

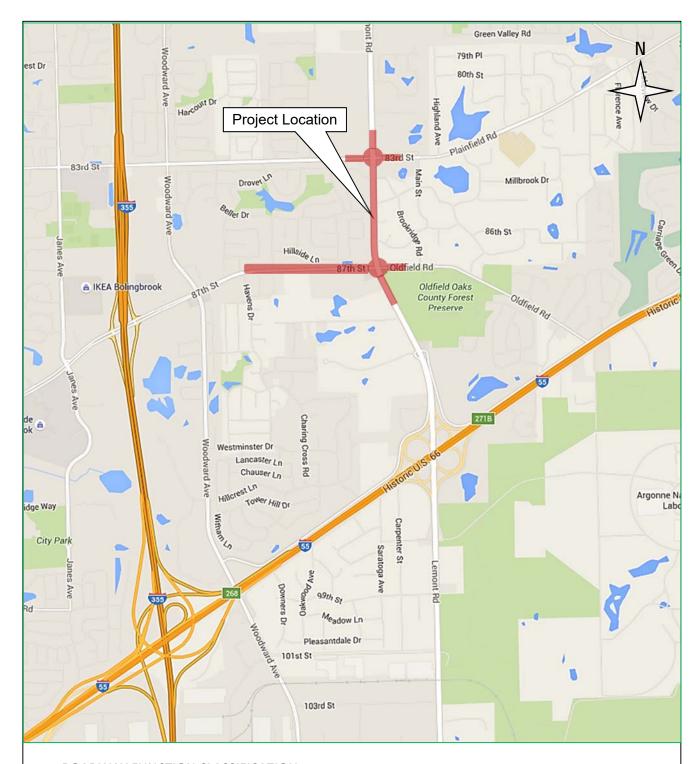
Please check this box to open a fillable Resolution form within this form.

				SCHEDULE	NUMBER 1						
Local Public Agency		County			Section Numl	ber	State Job Nu	umber	Proje	ct Numb	er
County of DuPage		DuPag	ge		16-00232-0	00-CH	C-91-081-	21	X6U	K(066)	
				DIVISION	OF COST						
		Federal Funds		S	State Funds		Loca	l Public Agenc	у		
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount		%	Totals
Participating Construction	STU	\$5,359,000.00	*				Local	\$4,591,61	4.00	BAL	\$9,950,614.00
 [
											_
	Total	\$5,359,000.00		Total			Total	\$4,591,614	4.00		\$9,950,614.00
If funding is not a percentage of t	he total place a	n asterisk (*) in the	space	provided for the p	ercentage and ex	plain bel	low:				
*Maximum FWHA (STU) pa	articipation 8	0% of construct	ion, no	ot to exceed \$5	5,359,000.00						
NOTE : The costs shown in the Di costs will be used in the final divis				subject to change	. The final LPA sh	nare is de	ependent on the fi	nal Federal an	d Sta	te partici	pation. The actual
		METHO	OF F	INANCING - (S	tate-Let Contra	ct Worl	k Only)				
Check One				·							
☐ METHOD A - Lump Sum (80°	% of LPA Oblig	ation)							
Lump Sum Payment - Upon awar the LPA's estimated obligation ind sum within thirty (30) calendar da	curred under th	is agreement. The I	_PA wil	I pay to the STAT	E the remainder of	of the LP					
METHOD B Mo	onthly Payment	s of		due by the	of 6	each suc	cessive month.				
Monthly Payments - Upon award the LPA's estimated obligation ur nonparticipating costs) in a lump	nder the provisi	ons of the agreeme	nt has	been paid. The LF	PA will pay to the						
METHOD C - LPA's Share	B	alance	divided	by estimated tota	I cost multiplied b	y actual	progress paymen	t.			
Progress Payments - Upon receip	ot of the contract	ctor's first and subs	equent	progressive bills f	or this improveme	ent, the I	LPA will pay to th	e STATE withi	n thir	ty (30) ca	alendar days of

receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs)

made to the contractor until the entire obligation incurred under this agreement has been paid.

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ROADWAY FUNCTION CLASSIFICATION:

Lemont Road – Minor Arterial

87th Street – Minor Arterial

83rd Street – Minor Arterial

Oldfield Road - Minor Collector

DuPage County Division of Transportation

Lemont Rd 87th Street to 83rd Street

PROJECT LOCATION MAP

Not to Scale

Date: 10/9/2017

			SCH	EDULE NUMBER 3				
ocal Public Agency		Section Nu	umber	County	State	Job Number	Project Number	
County of DuPag	е	16-0023	2-00-CH	DuPage				
		LF	RS Federal	Funds RISK ASSESSM	IENT			
Risk Factor	De	scription		Definition of S	Scale (time frames	are based on LP	A fiscal year)	Points
Have there been any changes in leadership, such as Fiscal and A Transportation Related Program or Elected Officials?		and Administrative Ma	anagement, ement, and/	O points - no significant ch but majority of key staff and significant key staff or elect significant key staff and ele	d officials have not ted leadership cha	t changed in the la	ist 4 years; 2 points - st 3 years; 3 points -	2
General History of Performance	What is the LPA's history witransportation projects?	ith federal-aid funded		<u>o points</u> - One or more fed <u>point</u> - At least one project project initiated within the p	t initiated within the	e past three years	2 points - AT least one	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?			O points - Full-time employ charge"; 1 point - LPA has consultant to manage day- no technical staff and all te has prior experience with for experience or technical experience	s qualified technica to-day with LPA te chnical work will b ederal-aid projects	al staff, but will be echnical staff overs e completed by co ; <u>3 points</u> - LPA s	utilizing an engineering sight; 2 points - LPA has onsultant, but LPA staff taff have no prior	0
	Has the LPA been untimely on federal-aid projects as reaudits as required?			0 points - No; 1 point - De 3 points - 1 year or more y		months; 2 points	- Delays of up to 1 year;	0
	Are the annual financial star with Generally Accepted Ac acceptable by the regulator	counting Principles of		0 points - yes; 3 points -	no			0
Financial Controls				<u>0 points</u> - Automated accounting software; <u>1 point</u> - Spreadsheets; <u>2 points</u> - paper only; <u>3 points</u> - none				
	When was the last time a fir conducted?	nancial statement au	dit was	O points - in the past year; years; 3 points - 4 years of		ast two years; 2 po	pints - in the past three	0
Audits	had conducted?			<u>0 points</u> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <u>1 point</u> - Financial review?; <u>2 points</u> Other type? or no audit required; <u>3 points</u> - none				
Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?							0	
	Have the findings been reso	olved?	_	0 points - yes or no finding	gs; <u>1 point</u> - in pro	gress; <u>3 points</u> - ı	10	0
	Summary of Risk		District Re	eview Signature & Date		Central Office R	eview Signature & Date	
Seneral History of Pe	rformance	2	1					
inancial Controls		0	1					
udits		0	۸ ما داند: ا	Description of the N				
	Total	2	Additional	Requirements? Yes	☐ No			

Local Public Agency	S	ection Number	State Jo	ob Number	Project Number
County of DuPage	1	16-00232-00-CH		3121	X6UK(066)
		DULE NUMBER 4 Single Audit Cor			
1. In the prior fiscal year, did County of	DuPage	expend m	ore than \$7	50,000 in federa	al funds in aggregate from all
federal sources?	LPA				
⊠ Yes □ No					
2. Does the County of DuPage	anticiț	pate expending more	than \$750,0	000 in federal fu	inds in aggregate from all
federal sources in the current County	of DuPage	fiscal y	ear?		
	LPA				
If answers to question 1 and 2 are no, pleas If answer to question 1 is yes, please answer If answer to question 2 is yes, please answer 3. A single audit must be conducted in according fiscal year.	er question 3a. er question 3b.		⁵ \$750,000 c	or more in feder	al funds are expended in a
a. Has the County of DuPage	per	formed a single audit	for their pre	evious fiscal yea	r?
Yes ☐ No i. If yes, has the audit be filed with ILCS 5 & 60 ILCS 1/80)? ☐ Yes ☐ No	the Illinois Office o	f the Comptroller in a	ccordance v	with 50 ILCS 31	0 (see also 55 ILCS 5 & 65
b. For the current fiscal year, does the	County of DuP	age	intend to	comply with Su	bpart F of 2 CFR 200?
⊠ Yes □ No		LPA	 3		
By completing this attestation, I certify that I is correct and complete to the best of my kn			n behalf of t	the LPA; and the	at the foregoing information
Name	Title			LPA	
Jeffrey Martynowicz	Chief	Financial Officer		County of Di	Page

Signature on file 10/3/3