

IL Rte. 120 Corridor Planning Council, Feasibility Study Planning Grant:
IDOT Agreement

Accounts Payable (1) cert.
Transportation (3) cert.

STATE OF ILLINOIS)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D. 2006 SESSION
APRIL 10, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution by the Public Works & Transportation and Financial & Administrative Committees authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between Lake County and the Illinois Department of Transportation for the use of federal highway funds to conduct a Corridor Feasibility Study, over a 2-year period, for the IL Route 120 Corridor, running from Lake/McHenry County line to IL Route 131 in concert with the IL Rte 120 Corridor Planning Council in response to the need for east-west congestion relief in central Lake County. This resolution appropriates \$1,000,000.00 of Matching Tax funds for this Corridor Feasibility Study designated as Section 06-00274-00-ES.

WE RECOMMEND adoption of this resolution.

Respectfully submitted,

<i>Alanna O'Kelly</i>	Aye	Nay	<i>[Signature]</i>	Aye	Nay
Chairman	✓	—	Chairman	X	—
<i>[Signature]</i>	✓	—	<i>Ann Flavin P.D.</i>	✓	—
Vice-Chairman	—	—	Vice-Chairman	✓	—
<i>Michael A. Albett</i>	✓	—	<i>[Signature]</i>	—	—
<i>Susan E. Gramates</i>	✓	—	<i>[Signature]</i>	X	—
—	—	—	<i>Equal Castabego</i>	X	—
—	—	—	<i>Alanna O'Kelly</i>	✓	—
—	—	—	<i>[Signature]</i>	X	—
Public Works & Transportation Committee			Financial & Administrative Committee		

RESOLUTION

WHEREAS, Lake County is participating in the Illinois Rte. 120 Corridor Planning Council (*CPC*) as approved at the December 13, 2005 County Board meeting; and

WHEREAS, five County Board members sit on the CPC Governance Board with the ten municipal members; and

WHEREAS, the CPC Governance Board has adopted by-laws that establish the planning process it will use to conduct a Corridor Feasibility Study to research and consider what is technically and politically feasible; and,

WHEREAS, the CPC by-laws establish the Lake County Division of Transportation (*LCDOT*) as the fiscal agent and technical staff for the Corridor Planning Council; and,

WHEREAS, the CPC by-laws establish the two-years dues structure sufficient to pay the local share of an applied-for planning grant to conduct a Corridor Feasibility Study from the Illinois Department of Transportation; and,

WHEREAS, the Lake County, by and thru its LCDOT, has been awarded a planning grant from the Illinois Department of Transportation (*IDOT*) for the cost of the consultants necessary to conduct the Corridor Feasibility Study over a two year period; and,

WHEREAS, the Illinois Department of Transportation and Lake County are desirous of entering into an agreement for the use of federal highway planning funds to conduct a Corridor Feasibility Study for the IL Route 120 Corridor, in concert with the CPC; and,

WHEREAS, a draft copy of said agreement between the Illinois Department of Transportation and Lake County is attached hereto entitled as "Intergovernmental Agreement for County of Lake: MPO-Lake Co. Rte 120 Feasibility Study/SPR-07-08".

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Lake County, the County Clerk and the County Engineer of Lake County are authorized and are hereby directed to execute an "Intergovernmental Agreement for County of Lake" for the use of planning grant funds to conduct a Corridor Feasibility Study of the IL Route 120 Corridor. The County Engineer shall transmit in writing the final copy of the agreement to be executed by the Chair of the Lake County Board and the County Clerk.

BE IT FURTHER RESOLVED that this "Intergovernmental Agreement for the County of Lake", when executed in its final form, be submitted to the Illinois Department of Transportation for their approval and final processing.

BE IT FURTHER RESOLVED that there is hereby appropriated \$2,000,000.00 of Matching Tax funds to provide for the county's cost for this Corridor Feasibility Study and designated as Section 06-00274-00-ES.

BE IT FURTHER RESOLVED that this agreement be administered in accordance with Chapter 605, Act 5, Section 5-205.2 of the Illinois Compiled Statutes without further board action providing the final contract cost chargeable under the funds appropriated herein does not exceed the appropriation aforesaid.

Dated at Waukegan, Illinois
this 10th day of April 2007



Governmental Body Name County of Lake			
Address 18 North County Street			
City, State, Zip Waukegan, Illinois 60042			
Remittance Address (if different from above) 600 Winchester Road			
City, State, Zip Libertyville, Illinois 60042			
Telephone Number 847-362-3950	Fax Number 847-362-5290	FEIN/TIN 36-6006600	
Brief Description of Service (full description specified in Part 5) A feasibility study of the Illinois Route 120 corridor from the Lake/McHenry County Line to Illinois Route 131 in response to the need for east-west congestion relief in central Lake County.			
Compensation Method (full details specified in Part 6)	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement Term From: Execution	
Total Compensation Amount \$800,000	Travel Amount \$0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2009

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

FOR THE DEPARTMENT:

Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form)

Richard J. Smith, Director, Planning and Programming

Ann L. Schneider, Director, Finance & Administration

Milton R. Sees, Acting Secretary of Transportation

Date



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

FOR

COUNTY OF LAKE

This Agreement is by and between

County of Lake

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

18 North County Street

Waukegan, IL 60085

Attn: Chuck Gleason

Email: Cgleason@co.lake.il.us

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from **Execution to June 30, 2009.**
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Non-Appropriation. This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Subcontracting/Selection Procedures/Employment of Department Personnel. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used for products or services having a total value of more than \$10,000. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The procurement through solicitation of a proposal from only one source is allowed only if the products or services are available only from a single source; the DEPARTMENT authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3
FEDERALLY FUNDED AGREEMENTS

A. Standard Assurances. The GOVERNMENTAL BODY assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The GOVERNMENTAL BODY recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The GOVERNMENTAL BODY agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110,

modified as necessary by 31 U.S.C. 1352 the GOVERNMENTAL BODY's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the GOVERNMENTAL BODY to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the GOVERNMENTAL BODY assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The GOVERNMENTAL BODY understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The GOVERNMENTAL BODY also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the GOVERNMENTAL BODY assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR Part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the GOVERNMENTAL BODY receives federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the GOVERNMENTAL BODY retains ownership or possession of the project property, whichever is longer, the GOVERNMENTAL BODY assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the GOVERNMENTAL BODY assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR Part 21 to other

parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.

5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

6. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR Part 21.

D. Control of Property. GOVERNMENTAL BODY certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

F. Debarment. GOVERNMENTAL BODY shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. GOVERNMENTAL BODY certifies that to the best of its knowledge and belief, GOVERNMENTAL BODY and GOVERNMENTAL BODY's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) 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.

The inability of a prospective GOVERNMENTAL BODY to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective GOVERNMENTAL BODY shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the DEPARTMENT determined whether to enter into this transaction. If it is later determined that GOVERNMENTAL BODY knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause. The GOVERNMENTAL BODY shall provide immediate written notice to the DEPARTMENT if at any time the GOVERNMENTAL BODY learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and 12689.

The GOVERNMENTAL BODY agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT.

The GOVERNMENTAL BODY agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The GOVERNMENTAL BODY may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless GOVERNMENTAL BODY knows the certification is erroneous. GOVERNMENTAL BODY may decide the method and frequency by which it determines the eligibility of its principals. Each GOVERNMENTAL BODY may, but is not required to, check the Non-procurement List. If a GOVERNMENTAL BODY knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a GOVERNMENTAL BODY is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in (OMB) Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the DEPARTMENT within 30 days after completion of the audit, but no later than one year after the end of the GOVERNMENTAL BODY'S fiscal year.

H. Drug Free Workplace. The GOVERNMENTAL BODY certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the GOVERNMENTAL BODY assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The GOVERNMENTAL BODY assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The GOVERNMENTAL BODY'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the GOVERNMENTAL BODY, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the GOVERNMENTAL BODY of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the GOVERNMENTAL BODY assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The GOVERNMENTAL BODY assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The GOVERNMENTAL BODY certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The GOVERNMENTAL BODY certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. As provided in SAFETEA-LU Section 5307(c), 23 U.S.C. 502 note, the GOVERNMENTAL BODY assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the GOVERNMENTAL BODY assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act. To the extent applicable, GOVERNMENTAL BODY will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, GOVERNMENTAL BODY certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning,

- management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
 4. Will initiate and complete the work within the applicable project time periods;
 5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq., relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 et seq., related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to, 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in Part 3, paragraphs A through N apply to the federally funded project. The GOVERNMENTAL BODY agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

PART 4 SPECIFIC PROVISIONS

A. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Illinois Department of Transportation
Bureau of Business Services**

Attn: Juanita S. Akers
2300 South Dirksen Parkway, Room 302
Springfield, Illinois

[Additional Optional Paragraph]

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. All documents, data and records produced by GOVERNMENTAL BODY in carrying out GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by GOVERNMENTAL BODY.

F Software. All software and related computer programs produced and developed by GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both DEPARTMENT and GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or

authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both DEPARTMENT and GOVERNMENTAL BODY.

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

**PART 5
LAKE COUNTY
ILLINOIS ROUTE 120 CORRIDOR STUDY**

Governmental Body will use funds to conduct a Corridor Feasibility Study for IL 120 Corridor, running from Lake/McHenry County line to Illinois Route 131 in response to the need for east-west congestion relief in central Lake County. This study will enable future performance of a Phase I Design Study.

A. The Governmental Body will perform the following basic study tasks:

1. Scope Project;
2. Initiate/Program Project;
3. Transfer/Assign Project to Study Group;
4. Define Preliminary Purpose and Need;
5. Identify Preliminary Corridors;
6. Collect Data;
7. Analyze Existing Conditions;
8. Initiate Early Coordination / Scoping;
9. Determine Reasonable Corridor;
10. Conduct Public Involvement Activities;
11. Conduct Further Analysis of Reasonable Corridors;
12. Identify Recommended Corridor.

- B. The Governmental Body will also perform the following specific tasks:
1. Determine preferred alignment of Illinois Route 120 within the study area, and:
 - a. Collect and analyze existing conditions of the study corridor;
 - b. Perform traffic studies for the alternatives;
 - c. Develop a conceptual drainage study for the corridor;
 - d. Determine rough cost estimates for alternatives;
 - e. Determine environmental, right-of-way and traffic impacts for alternatives;
 - f. Examine system connections and network impacts;
 - g. Examine economic impacts of alternatives.
 2. Determine the character of the road on the preferred alignment, and:
 - a. Study possible intersection / interchange options;
 - b. Develop computer animation and modeling to be used at public meetings;
 - c. Consider bicycle and pedestrian accommodations within the corridor.
 3. Develop a basic Financing Plan in accordance with the Federal Highway Administration (FHWA) Financial Plan Guidance issued May 23, 2000. Due to the nature of this study, a complete Financing Plan cannot be developed.
 4. Develop a unified plan for proposed land uses within the study corridor.
 5. Examine the economic development impact of the road alternatives.

Deliverables:

Lake County will make available to the Department upon request all written documents produced during the study.

**PART 6
COMPENSATION FOR SERVICES**

Participation:

Federal Fund(s) State Planning and Research (SPR) Funds	\$800,000	80%
Match Funding Through Route 120 Corridor Planning Councils	<u>\$200,000</u>	<u>20%</u>
TOTAL	\$1,000,000	100%

The Corridor Planning Council (CPC) is made up of the following municipalities:

Grayslake	Gurnee	Hainesville
Libertyville	Mundelein	Round Lake
Round Lake Park	Wauconda	Volo
Waukegan	Lake County	