

Chain O'Lakes Bike Path @ Monaville Road, Tunnel Underpass: IDNR Funding Agreement

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR SEPTEMBER, A.D. 2007 SESSION

JUNE 12, A.D. 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution by the Public Works and Transportation Committee and the Financial and Administrative Committee 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 Natural Resources (IDNR), for the IDNR to provide federal funding under the Recreational Trails Program towards the construction of the bike path underpass to carry the Chain O' Lakes Bike Path Trail beneath Monaville Road (County Highway 55) and designated as Section 01-00168-06-BT.

We RECOMMEND adoption of this Resolution.

Respectfully submitted,

<u>Donny O'Kelly</u>	Aye	Nay
Chair		
<u>David [Signature]</u>		
Vice-Chair		
<u>Michael Sabett</u>		
<u>Alyn B. Mang</u>		
<u>Terese Bergan</u>		
<u>David [Signature]</u>		
<u>James L. Braverman</u>		
Public Works and Transportation Committee		

<u>[Signature]</u>	Aye	Nay
Chair		X
<u>[Signature]</u>		
Vice-Chair		
<u>[Signature]</u>		
<u>[Signature]</u>		X
<u>Carol Calahan</u>		X
<u>Marian O'Kelly</u>		
<u>[Signature]</u>		X
Financial and Administrative Committee		

## RESOLUTION

**WHEREAS**, Monaville Road (*County Highway 55*) is a designated route on the county highway system; and

**WHEREAS**, it would be beneficial to the safety and welfare of the motoring public if there were an underpass constructed to carry the Chain O' Lakes Bike Path Trail beneath Monaville Road; and

**WHEREAS**, Lake County has received an earmark of \$792,000.00 of federal funds in the FFY 2006 transportation appropriations bill; and

**WHEREAS**, federal grant monies, in the amount of \$264,000, have been made available for said underpass, presently under construction, from the Illinois Recreational Trails Program administered by the Illinois Department of Natural Resources.

**WHEREAS**, the Illinois Department of Natural Resources and Lake County are desirous of entering into an agreement pertaining to the grant of funds toward said underpass, a draft copy of which is attached hereto.

**NOW, THEREFORE BE IT RESOLVED** by this County Board of Lake County, that the Chair of the County Board, the County Clerk, and the County Engineer be authorized, and they are hereby directed to execute an agreement between the Illinois Department of Natural Resources and Lake County pertaining to the grant of funding for the above-named improvement. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the County Board, and the County Clerk. This project is designated as Section 01-00168-06-BT.

**BE IT FURTHER RESOLVED** that the Chair of the County Board and/or the County Engineer of Lake County are hereby authorized to execute and submit to the Illinois

Department of Natural Resources whatever forms, documents or agreements, and any revisions thereto, as may be necessary in regards to said grant funding.

**BE IT FURTHER RESOLVED** by this County Board of Lake County that the County Engineer is hereby authorized to sign and the County Clerk to certify, any necessary amendments to the project agreement dealing with the extension of the project completion date.

Dated at Waukegan, Illinois  
this 12<sup>th</sup> day of June 2007

STATE OF ILLINOIS  
Department of Natural Resources

RECREATIONAL TRAILS PROGRAM GRANT

**PROJECT AGREEMENT**

Project Sponsor: Lake County Division of Transportation Project Number: RTP 07-52  
Address: 600 West Winchester Road FEIN Number: 37-6006600  
Libertyville, IL 60048

Project Title: Chain O'Lakes Bike Path under Monaville Road

Project Period: Start Date: May 15, 2007 Expiration Date: December 31, 2009

Project Scope (Description of Project/Costs):

*Construction of a bicycle/pedestrian tunnel under Monaville Road.*

*Approved project development shall be in general accordance with the approved project application on file with the Department and preliminary construction cost estimates and plans attached hereto.*

**PROJECT COSTS** (Estimated)

Acquisition Costs	\$ _____
Development Costs	\$ <u>330,000.00</u>
Archaeological Survey	\$ _____
<b>TOTAL COSTS</b>	\$ <u>330,000.00</u>
% Fund Assistance	<u>up to 80</u> %

The following documents are hereby incorporated into, and made part of, this Agreement

1. General Provisions (attached)
2. Project Application
3. Standard Certifications
4. \_\_\_\_\_

FUND ASSISTANCE AMOUNT \$ 264,000.00

- ( ) DNR copy  
( ) Sponsor copy

The Illinois Department of Natural Resources (DNR) and the Project Sponsor, agree to perform this project in accordance with the federally funded Recreational Trails Program (RTP) as created pursuant to the National Recreational Trails Fund Act and funded through the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and jointly administered by the IDNR and IDOT; with the rules promulgated pursuant to these Acts, including applicable U.S. Department of Transportation regulations, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and with the terms, promises, and conditions contained in this Agreement including attachments; and the plans, and assurances contained in the approved project application which, by reference, are specifically made a part of this Agreement. No assignment of grant provisions or duties is allowed.

The DNR shall, in consideration of the promises and assurances made by the Project Sponsor, obligate to the Project Sponsor the Fund Assistance Amount specified herein, and to tender to the Project Sponsor that portion of those Funds required to pay the State's share of eligible project costs as shall be determined based upon criteria set forth in the National Recreational Trails Fund Act. A project shall be deemed completed for grant payment when the project sponsor submits a project billing form seeking final grant reimbursement which is approved for payment by DNR. Any grant funds remaining after final reimbursement to the project sponsor may be reprogrammed at the discretion of DNR.

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

The Project Sponsor promises to complete the project as described in this Agreement, and operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for Grant Funding Assistance.

This Agreement, including the project application by reference and the General Provisions, Certifications Statement and project development plan(s) attached hereto, constitutes the entirety of the grant agreement between the Project Sponsor and Illinois DNR and supercedes all other agreements whether written or oral. This Agreement shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date entered below.

**PROJECT SPONSOR**

**STATE OF ILLINOIS**

\_\_\_\_\_  
(Agency)

IL Department of Natural Resources  
(Agency)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Acting Director - Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Acting Director - Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Date)

Required additional signatures for contracts and contract renewals totaling \$250,000 or more per Public Act 90-452.

\_\_\_\_\_  
(DNR Chief Legal Counsel-Signature)

\_\_\_\_\_  
(DNR Chief Legal Counsel-Name)

\_\_\_\_\_  
(DNR Chief Fiscal Officer-Signature)

\_\_\_\_\_  
(DNR Chief Fiscal Officer-Name)

**RECOMMENDED FOR EXECUTION:**

\_\_\_\_\_  
Martin G. Buehler, P.E.  
Director of Transportation/  
County Engineer

GENERAL PROVISIONS OF THE PROJECT AGREEMENT  
RECREATIONAL TRAILS PROGRAM

A. Definitions

1. The term "DNR" as used herein means the State of Illinois, Department of Natural Resources.
2. The term "project" as used herein means the approved project scope which is the subject of this Agreement.
3. The term "project site" as used herein means the land area encumbered by this Agreement and delineated (defined) on the project boundary map attached hereto.
4. The term "Project Sponsor" (grantee) as used herein means the federal, state, or local political subdivision; or not-for-profit organization which is a party to this Agreement and to which RTP funds are being provided pursuant to this Agreement.
5. The term "Recreational Trails Program" (RTP) as used herein means the federal "Recreational Trails Program" created through the National Recreational Trails Fund Act.

B. Project Execution, Permits and Environmental/Cultural Resource Compliance

1. The Project Sponsor agrees to execute and complete the approved project in accordance with the time schedule and plans set forth in the project proposal. Failure to render satisfactory progress or complete the approved project to the satisfaction of the DNR per terms of this Agreement may be cause for suspension and/or termination of all obligations of the DNR under this Agreement.
2. Final development plans and specifications shall be available for review by the DNR upon request. The Project Sponsor shall be responsible for developing the project site in general accordance with the application submitted and approved by the DNR.
3. In connection with project construction, and the subsequent operation and maintenance of the RTP grant assisted facilities, the Project Sponsor agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. **Failure to obtain any required permit may jeopardize RTP grant reimbursement.**
4. Work on the approved project shall not commence and no payment shall be made under this grant agreement until the Project Sponsor, as set forth under the DNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the DNR as required by Section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; Section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by Section 9 of the state Historic Preservation Act, 20 ILCS 3410/9.

C. Project Indemnification.

1. The Project Sponsor covenants and agrees that it shall indemnify, protect, defend and hold harmless the DNR from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction, operation and maintenance of the herein specified project facility. Neither the Project Sponsor nor its employees, agents or subcontractors shall be deemed to be an agent of the State of Illinois or the DNR.
2. The Project Sponsor shall be responsible for adequately patrolling the RTP grant site to ensure proper usage of the facility and user compliance with all State and local regulations. Failure of the Project Sponsor to take corrective measures which bring the site into compliance or to help remedy complaints lodged by local citizens concerning misuse of the RTP grant site shall be grounds for a finding of program non-compliance and is subject to corrective measures by DNR as deemed appropriate.
3. During all times of operation of an RTP grant site, the Project Sponsor (excluding local political subdivisions) must possess insurance protection providing a minimum of \$1,000,000 per occurrence liability coverage.

D. Project Inspections.

It is agreed and understood by the Project Sponsor that a DNR representative shall have access to the project site to make periodic inspections. It is further agreed and understood by the Project Sponsor that a final inspection and acceptance of a completed development project must be made by a representative of the DNR prior to project acceptance and grant reimbursement to the Project Sponsor, and that the DNR shall have future access to the project site and all facilities thereon to ensure continuing program compliance.

E. Project Signage / Publicity.

The Project Sponsor agrees to post a "Recreational Trails Program" grant acknowledgment sign at the grant-assisted site specified herein. At a minimum, the sign must include the following wording:

*THIS TRAIL/FACILITY RECEIVED FUNDING ASSISTANCE  
THROUGH THE FEDERALLY FUNDED RECREATIONAL TRAILS PROGRAM  
ADMINISTERED BY THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES*

F. Prevailing Wage

All non-governmental Project Sponsors that construct fixed works that are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless provisions of that Act exempt its application. In the construction of the project, the Project Sponsor 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 project shall be paid to all laborers, workers, and mechanics performing work under the contract 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.

G. Subcontractor Requirements

The Project Sponsor shall insert as an integral part of any publicly bid contract for the approved project work, the following provisions:

1. The Contractor shall abide by and comply with all applicable local, State and federal laws and regulations relating to contracts involving public funds and the development / construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project work site.
2. The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of \$1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the DNR from and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, through, or by virtue of the construction and development of the specified project facilities.
3. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
4. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
5. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the IL Dept. of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the Dept. of Human Rights upon request.
6. The Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570, sec 1 - 7) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the project engineer and Illinois Department of Natural Resources.
7. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U. S. Export Administration Act of 1979 or the regulations of the U. S. Department of Commerce promulgated under that Act.

H. Project Costs, Financial Records and Audit Requirements

1. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the RTP grant as so specified in The National Recreational Trails Fund Act.

2. The Project Sponsor shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the DNR and/or the Illinois Auditor General, for auditing at reasonable times. Failure by the Project Sponsor to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
3. If the Project Sponsor (grantee) is a governmental entity AND receives \$300,000 or more in grant funds or charges the grant \$25,000 or more for Force Account labor or non-bid labor/material purchase costs, the grantee shall provide the Department with one of the following types of audits:
  - a. An agency-wide financial and compliance audit for each year that grant expenditures are made. This audit should be conducted as part of the grantee's annual audit as is generally required by 1) State law (i.e., 55 ILCS 5/6-3001 et seq. and 65 ILCS 5/8-8-1 et seq.), 2) OMB Circular A-133, or 3) the grantee's own governing body.
  - b. A grant specific audit covering all funds expended under the terms of the grant.

The audit(s) must be conducted by an independent certified public accountant, licensed by the State of Illinois and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The local Project Sponsor (grantee) shall provide the DNR with all required audits within 30 days of the audits' completion and shall be responsible for procuring the required audit(s) in accordance with its normal procurement rules, providing these rules promote an open competitive procurement. **(It is important to inform the auditors that the RTP grant may involve both state and federal funding.)**

If the approved RTP project includes the use of Force Account labor, the grantee shall ensure that any audit required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

If the grantee receives less than \$300,000 in grant funds or charges the grant less than \$25,000 for Force Account labor and/or non-bid labor/material purchase costs, the grantee will provide the Department with copies of any audits that report findings involving the RTP grant project.

4. The Project Sponsor (grantee) shall be responsible for timely action in resolving any financial/audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed by the DNR or its representative, the grantee shall be responsible for repayment of any grant funds allocated toward such costs.

I. Use of Project Site (Operation & Maintenance)

1. Property acquired or developed with RTP grant assistance shall (1) be operated and maintained in a safe and attractive manner for the benefit of recreational trails use without regard to sex, race, color, religious belief, or national origin, nor on the basis of residence, except to the extent that reasonable differences in admission or user fees may be imposed, and (2) not be converted to a use that prohibits RTP recreational trails use as specified herein without written approval from the DNR. Specific actions regarded as conversions, although not inclusive, are as follows:
  - a. The sale or exchange of ANY portion of the project site or granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity.
  - b. Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to other than recreational trails use unless specifically authorized in this Agreement or by the DNR.

For projects receiving acquisition grant assistance, a covenant must be placed on the acquired property deed at the time of recording that stipulates the property will be available for public RTP use or the site will revert to the DNR.

For projects receiving development grant assistance ONLY, terms of this Agreement shall no longer apply after the following specified time period relevant to the total amount of RTP grant funds expended on the approved project:

<u>TOTAL GRANT PAYMENT</u>	<u>TIME PERIOD AFTER FINAL PROJECT BILLING</u>
\$ 0 - \$50,000	5 Years
for every \$10,000 increment over \$50,000	add 1 year

2. The Project Sponsor may operate and/or construct appropriate facilities for disbursing food to the public and/or any other services as may be deemed necessary and appropriate, or may enter into a contract or agreement with responsible concessionaires to disburse food or provide any other service as may be desired by the public and the Project Sponsor to enhance recreational trails use of the project site.

The lessee concessionaire, or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

3. It is hereby agreed and understood by the Project Sponsor that any deviation or conversion of the project site from recreational trails use without DNR approval shall be considered a breach of this Agreement resulting in either (1) the repossession and disposition of all land and equipment/materials purchased through the RTP grant or (2) the repayment of funds to the DNR equal to the original grant amount disbursed to the Project Sponsor or the property's certified fair market value at the time of non-compliance, whichever is deemed most appropriate by the DNR.

J. Compliance Requirements and Certifications/Assurances

1. The Project Sponsor agrees to complete the project in accordance with all applicable federal, State and local laws, ordinances and regulations.
2. It is hereby agreed and understood by the Project Sponsor that the rules and regulations heretofore and hereinafter promulgated by the DNR relevant to the RTP grant as set forth in the National Recreational Trails Fund Act shall be considered a material part of this Project Agreement.

K. Project Termination

1. The State may unilaterally rescind this Project Agreement or the Project Sponsor may rescind the Agreement at any time prior to the commencement of the herein referenced project by way of written notification to the other party. A project shall be deemed commenced when the Project Sponsor makes any expenditure or incurs any obligation, exclusive of architectural/engineering fees, with respect to the project.
2. This Agreement may be terminated by either party upon written notice. In the event of termination by the DNR for failure to comply with material terms of this agreement, the Project Sponsor shall halt all work under this Agreement and cancel all outstanding obligations if so directed by the DNR. Project Sponsor shall pay for its share of eligible project costs incurred up to the date of termination.
3. Failure by the Project Sponsor to comply with any of the above cited Project Agreement terms shall be cause for the suspension of all grant assistance obligations thereunder, unless, in the judgement of the DNR, such failure was not due to the fault of the Project Sponsor.
4. The parties agree that in the event of a breach of this Agreement by the Project Sponsor and notification from the DNR, the Project Sponsor shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, the DNR shall thereafter have full right and authority to take such action as it deems necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by the Project Sponsor, or to seek other remedy that may be available by law.
5. It is further agreed by the Project Sponsor, that in the event it is adjudicated by any court that its activities are deemed a breach or violation of this Agreement, as part of the relief awarded to the DNR, the Project Sponsor will reimburse the DNR for legal fees and all costs incurred by the DNR in the pursuit of its right under this provision. For purposes of this paragraph, "legal fees" shall be deemed to be the entire sum presented for payment by any attorney or law firm to the DNR relating to the claim of the DNR alleging the Project Sponsor's breach or violation. For purposes of this paragraph, "costs" shall be deemed to be all these expenses, including court costs, reasonably incurred by the DNR.



## CERTIFICATIONS

Contracts, Grants and Other Agreements

Under penalties of perjury, I certify that the name, taxpayer identification number, legal status and certifications below are correct.

Name: COUNTY OF LAKE

Taxpayer Identification Number:\*

Social Security Account Number  
or

37-6006600

Federal Employer Identification Number

(\*If you are an individual, enter your name and SSAN as it appears on your Social Security Card. If you are completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSAN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.

Legal Status (Check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input checked="" type="checkbox"/> Governmental Entity                     |
| <input type="checkbox"/> Owner of Sole Proprietorship  | <input type="checkbox"/> Nonresident alien individual                       |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or legal trust                              |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility                           | <input type="checkbox"/> Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services    | <input type="checkbox"/> Other: _____                                       |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care service |   |

Hereinafter the term "Contractor" shall be used to refer to the individual or entity entering into the Contract, Grant, or Other Agreement with the Department of Natural Resources and certifying the truth of the information contained herein. Certifications hereunder are applicable to the extent they are required of Contractor by law. Contractor certifies that:

- I. It has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe. (30 ILCS 500/50-5)
- II. It has not been convicted of a felony, or that it has been at least 5 years since the date of completion of any sentence for a felony conviction. If Contractor is not an individual, Contractor certifies no person held responsible by a prosecutorial office for the facts upon which the felony conviction was based continues to have involvement with the Contractor. (30 ILCS 500/50-10)
- III. In accordance with 30 ILCS 500/50-10.5 that no officer, director, partner, or other managerial agent of Contractor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or 2 felony under the Illinois Securities Law of 1953, for a period of 5 years prior to the date of the bid or contract. Contractor acknowledges that the Department of Natural Resources shall declare the contract void if this certification is false.
- IV. It, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. Contractor further acknowledges that the Department of Natural Resources may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- V. In accordance with 30 ILCS 500/50-14 that the bidder or contractor is not barred from being awarded a contract under this Section. The contractor acknowledges that the Department of Natural Resources may declare the contract void if this certification is false.
- VI. It is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45)

are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".

- VII. It has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Contractor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. (30 ILCS 500/50-25).
- VIII. It is not in violation of the "Revolving Door" section of the Illinois Procurement Code. (30 ILCS 500/50-30).
- IX. It will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State. (30 ILCS 500/50-40, 50-45, 50-50).
- X. It and subcontractor shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Auditor General, the Agency, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit. Failure to maintain the books and records 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 and records are not available to support the purported disbursement. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If federal funds are used to pay contract costs, the Contractor must retain its records for five years. If only state funds are involved, three years is sufficient. (30 ILCS 500/20-65).
- XI. It will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and that an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5,000 or more for individuals or entities, and to entities with twenty-five (25) or more employees regardless of amount. (30 ILCS 580/1 et seq.)
- XII. Neither it nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000. (30 ILCS 582/5)
- XIII. In accordance with the State Prohibition of Goods from Forced Labor Act that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (30 ILCS 583/10).
- XIV. In accordance with the State Prohibition of Goods from Child Labor Act that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or part by the labor of any child under the age of 12. (30 ILCS 584/10)
- XV. He/she has informed the Director of the Department of Natural Resources in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Contractor certifies he/she has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items. (30 ILCS 105/15a).
- XVI. It is not in default on an educational loan. (5 ILCS 385/3). [A partnership shall be considered barred if any partner is in default on an educational loan.]

- XVII. It has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4)
- XVIII. It does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club". (775 ILCS 25/2).
- XIX. It complies with the Illinois Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. (775 ILCS 5/2-105)
- XX. It, its employees and subcontractors comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. §12101) and applicable rules in performance under this Contract.
- XXI. It shall be required, if applicable, to observe and comply with provisions of the Prevailing Wage Act, which applies to the wages of laborers, mechanics and other workers employed in any public works, and with the prevailing wage requirements of the Illinois Procurement Code. (820 ILCS 130/4, 30 ILCS 500/25-60).
- XXII. If applicable, that any steel products used or supplied in accordance with a Contract for a public works project shall be manufactured or produced in the United States, in compliance with the Steel Products Procurement Act. (30 ILCS 565/1)
- XXIII. This agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditures Act, if applicable. (20 ILCS 715/1 et seq.).
- XXIV. It warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period proceeding the procurement lobbying activity.

The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR:

BY: \_\_\_\_\_

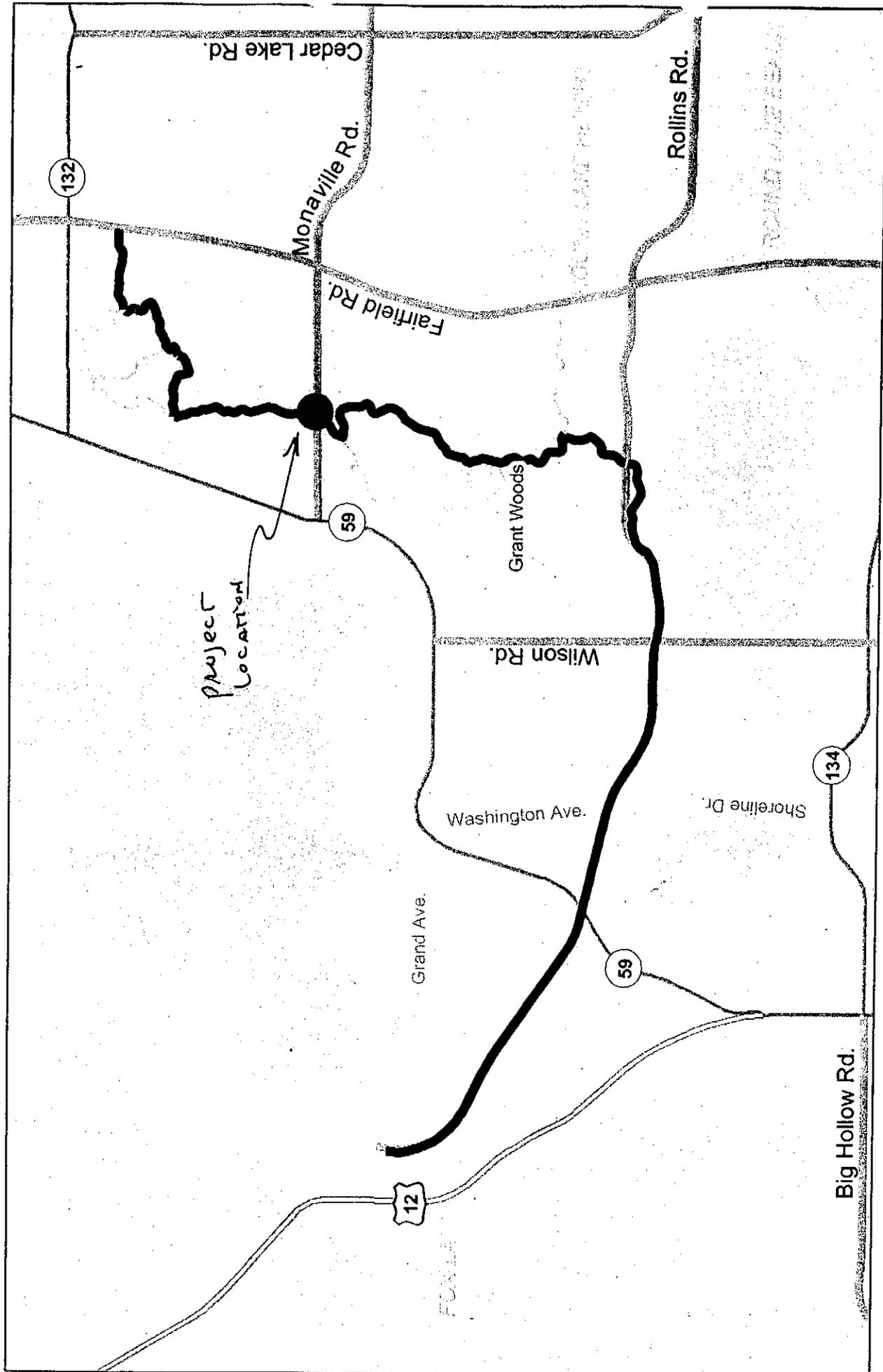
TITLE: \_\_\_\_\_

DHR Public  
 Contract Number\*\*: 10222600  
 Form approved by IDNR Legal Counsel March 2007

(\*\*) Department of Human Rights Public Contract Number. Each Contractor having 15 or more employees must have a current Public Contract number or proof of having submitted a completed application. Application forms may be obtained by contacting the Department of Human Rights, Public Contracts Section, 100 W. Randolph, 10<sup>th</sup> Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). In the space provided, show your Public Contract Number or, if not available, the date a completed application for the number was submitted. Contractors with less than 15 employees may indicate "not applicable".

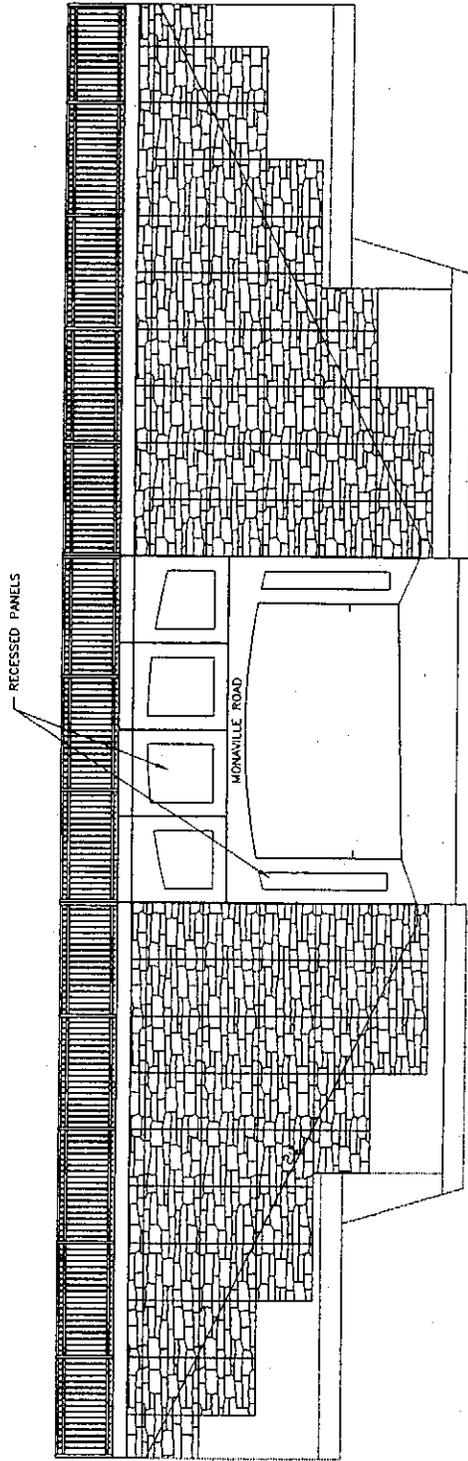


# Project Location Chain'O Lakes Bike Path



Legend  
 ● Tunnel Location  
 — Chain'O Lakes Bike Path





ELEVATION VIEW B-B