

Accounts Payable (2)
Transportation (3) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

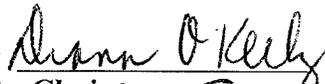
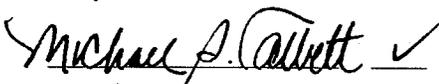
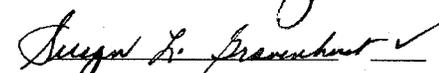
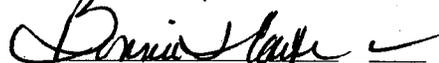
COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D., 2007 SESSION
JANUARY 15, A.D. 2008

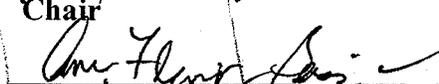
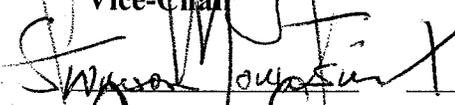
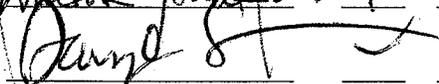
MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

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 for the use of \$559,000 of federal Congestion Mitigation for Air Quality (CMAQ) funds between the State of Illinois, and Lake County for a portion of the Lake County PASSAGE ITS Program (Phase 2-Field work). This resolution also appropriates a supplemental amount of \$1,800,000.00 of Motor Fuel Tax funds for the Lake County PASAGE Phase 2 field work and designated as Section 02-00268-06-TL.

We RECOMMEND adoption of this Resolution.

Respectfully submitted,

	Aye	Nay
Chair	✓	_____
		
Vice-Chair	✓	_____
	✓	_____
	✓	_____
		_____
	✓	_____
	✓	_____

	Aye	Nay
Chair	X	_____
		
Vice-Chair	✓	_____
		_____
		_____
	✓	_____
_____		_____
		_____

Public Works and Transportation Committee

Financial and Administrative Committee

RESOLUTION

WHEREAS, Lake County PASSAGE is the cooperative initiative of IDOT and Lake County to implement Intelligent Transportation System (*ITS*) in Lake County; and

WHEREAS, Lake County PASSAGE is being funded by several years' worth of earmarked federal highway funds that will reimburse a portion of county expenditures; and

WHEREAS, this County Board at its meeting of September 12, 2006 approved an agreement with IDOT for the use of FFY '05 federal highway funds for design and integration work for Phase 2 of Lake County PASSAGE; and

WHEREAS, this County Board at its meeting of March 13, 2007 approved a contract with Delcan Corporation to provide the consulting engineering services to provide said design and integration work for Phase 2 of Lake County PASSAGE; and

WHEREAS, Federal Fiscal Year 2006 (*FFY'06*) earmarked funding consists of two (2) separate earmarks that total \$2,252,250.00 to be utilized for the said Phase 2 field work consisting of: modifications and additions to the existing Advanced Transportation Management System (*ATMS*) software, the installation of additional Highway Advisory Radio (*HAR*) towers, the purchase of Dynamic Message Signs (*DMS*), the installation of additional fiber optic cable and the addition of signals and video cameras to the network; and

WHEREAS, the FFY '06 federal earmarked funding does not require a local match but remains a reimbursable program; and

WHEREAS, this County Board at its meeting of April 10, 2007 approved one agreement with IDOT to utilize both of the FFY '06 federal funding earmarks that total \$2,252,250.00 for the above-said Phase 2 field work, and appropriated \$2,500,000 of Motor Fuel Tax funds towards said Phase 2 field work, and,

WHEREAS, this County Board at its meeting of November 13, 2007 approved a stipulated agreement with the Illinois Commerce Commission (*ICC*) for the design, installation and maintenance of five (5) traffic system monitoring cameras as part of the Phase 2 field work of Lake County PASSAGE.

WHEREAS, Lake County has been awarded \$559,000.00 of federal Congestion Mitigation for Air Quality funds (*CMAQ*) to be matched by the county at twenty percent (20%).

NOW, THEREFORE BE IT RESOLVED that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake County are authorized, and they are directed to execute an agreement pertaining to the financing via federal CMAQ funds of a portion of the said Phase 2 field work. The County Engineer shall transmit in writing, the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

BE IT FURTHER RESOLVED that there is hereby appropriated a supplemental appropriation of \$1,800,000.00 of Motor Fuel Tax funds to provide for the county's cost for Lake County PASSAGE, Phase 2 field work, consisting of: modifications and additions to the existing Advanced Transportation Management System (*ATMS*) software, the installation of additional Highway Advisory Radio (*HAR*) towers, the purchase of Dynamic Message Signs (*DMS*), the installation of additional fiber optic cable and the addition of signals and video cameras to the network; and designated as Section 02-00268-06-TL.

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 does not exceed the appropriations aforesaid.

BE IT FURTHER RESOLVED that this agreement 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 this appropriation be processed by the County Engineer for final approval of the Illinois Department of Transportation in accordance with the "Agreement of Understanding" between the Illinois Department of Transportation and Lake County Dated January 22, 2003.

County Engineer
On behalf of IDOT pursuant to
Agreement of Understanding
Dated January 22, 2003

Dated at Waukegan, Illinois
this 15^h day of January 2008



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency County of Lake	State Contract	Day Labor	Local Contract X	RR Force Account
Section 02-00268-06-TL	Fund Type STA	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-073-07	CMM-8003(942)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Lake County Passage Route Various Length N/A
 Termini Countywide

Current Jurisdiction Lake County Existing Str. No N/A

Project Description

Lake County TMC Traffic Control Corridor Communications System.

Division of Cost

Type of Work	FHWA (STA)	%	STATE	%	LA	%	Total
Participating Construction	367,000	(*)		()	332,000	(BAL)	699,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	192,000	(*)		()	48,000	(BAL)	240,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 559,000		\$		\$ 380,000		\$ 939,000

*Maximum FHWA (STA) Participation 80% Not to Exceed \$559,000.00.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

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

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A--Lump Sum (80% of LA Obligation) _____
 METHOD B-- _____ Monthly Payments of _____
 METHOD C--LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA 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 LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) 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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA 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 LA 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 LA'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 department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA 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.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 Location Map.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

APPROVED

Name Suzi Schmidt

State of Illinois
Department of Transportation

Title Chairman of the Board
County Board Chairperson/Mayor/Village President/etc.

Milton R. Sees, Secretary of Transportation

Signature _____

Date _____

Date _____

Christine M. Reed, Director of Highways/Chief Engineer

TIN Number 36-6006600

Ellen J. Schanzle-Haskins, Chief Counsel

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

RECOMMENDED FOR EXECUTION:

Ann L. Schneider, Director of Finance and Administration

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