Agenda Item # 41

Cedar Lake Road at Monaville Road, Intersection Improvements; Phase I: IDOT Agreement

Accounts Payable (2) cert.
Transportation (2) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
REGULAR SEPTEMBER, A.D. 2008 SESSION
SEPTEMBER 09, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Joint resolution authorizing the Chair of the County Board, the County Clerk and the County Engineer to execute an agreement for the use of federal highway funds between the State of Illinois and Lake County for Phase I engineering services *(Preliminary Engineering)* for the proposed improvements to the intersection of Cedar Lake Road *(County Highway 28)* at Monaville Road *(County Highway 55)* and designated as Section 06-00153-07-TL.

WE RECOMMEND adoption of this Resolution.

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

Public Works and Transportation Committee

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

Financial and Administrative Committee

RESOLUTION

WHEREAS, Cedar Lake Road *(County Highway 28)* and Monaville Road *(County Highway 55)* are designated routes on the county highway system; and

WHEREAS, the free flow of traffic at the intersection of Cedar Lake Road and Monaville Road is beneficial to the safety and welfare of the State of Illinois and the county as a whole; and

WHEREAS, the State of Illinois and Lake County believe it would be beneficial for the safety and welfare of the motoring public if the intersection of Cedar Lake Road and Monaville Road could be improved by widening and resurfacing and the installation of permanent traffic control signals or roundabout; and

WHEREAS, Phase I studies are required to utilize federal highway funds for the above-proposed improvements; and

WHEREAS, the State of Illinois and Lake County are desirous of entering into an agreement to utilize federal highway funds for the above-proposed Phase I engineering services *(Preliminary Engineering)* setting forth the terms and obligations to each agency, a draft of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED BY this County Board of Lake County, Illinois, that the Chair of the 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 of the above-named improvement. 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, and grant plan and specification approval to the Illinois Department of Transportation. This improvement is designated as Section 06-00153-07-TL.

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.

Dated at Waukegan, Illinois
this 9th day of September 2008

Illinois Department of Transportation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
Local Agency Agreement for Federal Participation	County of Lake			X	
	Section	Fund Type		ITEP Number	
	06-00153-07-TL	STA			

COPY

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-512-08	CMM-9003(057)		

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 Cedar Lake Road Route FAU 0192 Length 0.606 Miles

Termini At Monaville Road

Current Jurisdiction Local Existing Structure No N/A

Project Description

All Preliminary Engineering Phase I required for an intersection improvement.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering – Phase I	160,827	(*)		( )	40,207	(BAL)	201,034
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
TOTAL	$ 160,827	$		$	$ 40,207	$	$ 201,034

*Maximum FHWA (STA) Participation 80% Not to Exceed $160,827.00.

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 reimbursment.

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 _____ 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)

DRAFT

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 80% 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 80% 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 be 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 ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) 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.

(25) (Single Audit Requirements) That if the **LA** receives $500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than $500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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 !S 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

Name Suzi Schmidt

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

Signature _____

Date _____

TIN Number 36-6006600

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

APPROVED

State of Illinois
Department of Transportation

_____
Milton R. Sees, Secretary of Transportation

Date _____

_____
Christine M. Reed, Director of Highways/Chief Engineer

_____
Ellen J. Schanzle-Haskins, Chief Counsel

_____
Ann L. Schneider, Director of Finance and Administration