



LAKE COUNTY FOREST PRESERVES

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Preservation, Restoration, Education and Recreation

DATE: January 4, 2016

MEMO TO: Bonnie Thomson Carter, Chair
Planning and Restoration Committee

S. Michael Rummel, Chair
Finance and Administrative Committee

FROM: Randall L. Seebach, Director
Planning and Land Preservation

SUBJECT: Federal Funding Agreement for the Pedestrian Bridge and Trail Connection at Middlefork Savanna Forest Preserve

RECOMMENDATION: Recommend approval of a Resolution approving a Local Agency Agreement with the Illinois Department of Transportation for funding from the Transportation Alternatives Program for the Pedestrian Bridge and Trail Connection at Middlefork Savanna Forest Preserve.

BACKGROUND: In 2005, the U.S. Congress passed the Safe, Accountable, Flexible, Efficient Transportation Equity Act. This act continued the requirement that states set aside 10% of their Surface Transportation Program for projects that enhance the transportation system. With the passage of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Congress created the Transportation Alternatives Program (TAP) to support non-motorized transportation. The goal of the TAP is to support alternative modes of transportation and improve the quality of life in communities. With this program the Illinois Department of Transportation (IDOT) works with local agencies such as the District to enhance the transportation system and build more livable communities with amenities such as trails.

In February 2015, the District applied to the Chicago Metropolitan Agency for Planning (CMAP) for funding under the TAP to construct a pedestrian bridge and a trail that would provide a safe crossing over the existing Metra railroad tracks from Middlefork Savanna Forest Preserve to Lake Forest Academy, and to construct an extension of the trail construction through the Academy's property to IL Route 60 and Townline Community Park. On June 4, 2015, the District approved an intergovernmental agreement with the City of Lake Forest and the Lake Forest Academy regarding the project including securing the necessary temporary and permanent easements, establishing future ownership and maintenance responsibilities and identifying cost-sharing responsibilities.

In November 2015, the District received notification that the Pedestrian Bridge and Trail Connection at Middlefork Savanna Forest Preserve was approved for funding in an amount up to 80% of the construction costs and construction engineering costs. The State of Illinois, acting by and through its Department of Transportation, will administer the contract. To receive the funding, the District must enter into a local agency agreement with IDOT, which is the state agency designated to administer the TAP funds. The project is anticipated to be completed by the end of 2016.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Legal Counsel

FINANCIAL DATA: This project was approved as part of the adopted FY 2015/2016 Capital Improvement Plan in the amount of \$600,959.00. This entire project was estimated at \$2,562,275.00. The District's 20% share of the construction costs and construction engineering fees, estimated at \$512,455.00, will be charged to account 35634100-803200-61101.

STRATEGIC DIRECTION(S) SUPPORTED: Public Access and Connections, Leadership

PRESENTER: Randall L. Seebach

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
 LAKE COUNTY FOREST PRESERVE DISTRICT
 REGULAR JANUARY MEETING
 JANUARY 12, 2016**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING AND RESTORATION COMMITTEE** and **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith “A Resolution Approving a Local Agency Agreement with the State of Illinois for Transportation Alternatives Program Funding for Middlefork Savanna Forest Preserve Pedestrian Bridge,” and request its adoption.

PLANNING AND RESTORATION COMMITTEE:	YEA	NAY	FINANCE AND ADMINISTRATIVE COMMITTEE:	YEA	NAY
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Bonnie Thomson Carter, Chair			S. Michael Rummel, Chair		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Nick Sauer, Vice Chair			Linda Pedersen, Vice Chair		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Carol Calabresa			Steve Carlson		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Bill Durkin			Bill Durkin		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Sandra Hart			Sandra Hart		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Diane Hewitt			Aaron Lawlor		
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Sid Mathias			Audrey Nixon		
_____	<input type="checkbox"/>	<input type="checkbox"/>			
Craig Taylor					
_____	<input type="checkbox"/>	<input type="checkbox"/>			
Tom Weber					

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A LOCAL AGENCY AGREEMENT WITH THE
STATE OF ILLINOIS FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR
MIDDLEFORK SAVANNA FOREST PRESERVE PEDESTRIAN BRIDGE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns property that is known as the Middlefork Savanna Forest Preserve (the “Preserve”); and

WHEREAS, the District desires to partner with; and

WHEREAS, on April 14, 2015, the District’s Board of Commissioners approved a resolution authorizing the Finance and Administrative Committee to approve a final intergovernmental agreement (the “IGA”) with the City of Lake Forest (the “City”) and the Lake Forest Academy (the “Academy”) for the installation of a pedestrian bridge over the Metra railroad tracks at Middlefork Savanna Forest Preserve providing a safe trail connection from Middlefork Savanna Forest Preserve through the Academy’s property to IL Route 60 and Townline Community Park (the “Project”); and

WHEREAS, the IGA was approved by the Finance and Administrative Committee on June 4, 2015; and

WHEREAS, the District has been negotiating with the State of Illinois through its Department of Transportation (“IDOT”) to receive grant funds (the “Funds”) from or through the Transportation Alternatives Program (the “TAP Program”) for construction of the Project (referenced by IDOT as MFT Section #14-F3000-03-BT and State Job #C-91-161-16); and

WHEREAS, to obtain the Funds, IDOT requires that the District approve and execute the Local Agency Agreement for Federal Participation, in substantially the form attached hereto, and by this reference incorporated herein (the “Agreement”), pursuant to which Funds from the TAP Program would pay for 80% of the construction costs and construction engineering costs of the Project and the District would pay a local share that is required pursuant to the TAP Program (the “Local Share”); and

WHEREAS, the District has previously adopted an “Ordinance Setting Forth the Annual Appropriations for Lake County Forest Preserve District for Fiscal Year 2016 (July 1, 2015 through June 30, 2016)” approved May 12, 2015 (the “Appropriations Ordinance”); and

WHEREAS, in Section 2 of the Appropriations Ordinance, the District has appropriated, in its Land Development Bond Fund (Fund Code 3510-3720), funds that are sufficient and intended to pay at least \$749,275 for the Project, including at least (i) \$452,000 for the Local Share related to construction, (ii) \$1,250 for the Local Share related to railroad work, and (iii) \$296,025 for construction engineering services; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District and IDOT may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to Section 3a of the Downstate Forest Preserve District Act, 70 ILCS 805/3a, the District may contract with IDOT; and

WHEREAS, it is in the best interests of the District to approve and execute the Agreement and accept the Funds, as set forth in this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Agreement and Acceptance of the Funds. The Agreement is hereby approved in substantially the form attached hereto. The President, Executive Director and Secretary are authorized to execute on behalf of the District the Agreement and any other documents necessary to accept the Funds. The Executive Director, or his designee, is authorized to provide such information and documents as are necessary

or desirable to establish that the Local Share and the cost of construction engineering services have been appropriated by the District in the Appropriations Ordinance.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2015

AYES:

NAYS:


APPROVED this _____ day of _____, 2015

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Lake Co. Forest Pres. District	X			
	Section	Fund Type		ITEP, SRTS, or HSIP Number(s)	
	14-F3000-03-BT	ITEP		1T1322	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-161-16	CMM-4003(643)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, 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 Middlefork Savanna Trail Route Off system Length 0.63
Termini Approximately 900 feet north of IL Route 60 and just east of the Milwaukee District North Line to IL Route 60 via Academy Drive
Current Jurisdiction LPA and City of Lake Forest TIP Number 10-15-0008 Existing Structure No N/A

Project Description

New bike/ped facility with new bike/ped bridge over the Milwaukee District North Line

Division of Cost

Type of Work	ITEP	%	%	LPA	%	Total
Participating Construction	1,808,000	(*)	()	452,000	(BAL)	2,260,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering	236,820	(*)	()	59,205	()	296,025
Right of Way		()	()		()	
Railroads	5,000	(*)	()	1,250	(BAL)	6,250
Utilities		()	()		()	
Materials						
TOTAL	\$ 2,049,820			\$ 512,455		\$ 2,562,275

*Maximum FHWA (ITEP) participation 80% not to exceed \$2,049,820.00.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
METHOD C---LPA'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 LPA 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 **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **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 the **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 final project close-out by the **STATE**, 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 **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; 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 **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'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 **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) 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 the project is federally authorized, the **LPA** 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 the project is federally authorized, the **LPA** 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 **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/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 shall be 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 **LPA'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 **LPA'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 **LPA** 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) To complete this phase of the project within three (3) 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).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

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 **LPA'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 **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** 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) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** 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 **LPA**;
- (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) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, 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.
- (6) 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, Number 2 – LPA Appropriation Resolution, Number 3 -- IGA with Lake Forest and Lake Forest Academy

(Insert Addendum numbers and titles as applicable)

Number 4 – Draft Metra Agreement

The **LPA** 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

Local Public Agency

Ann B. Maine

Name of Official (Print or Type Name)

President, Board of Commissioners

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is E9995-6721-06 conducting business as a Governmental Entity.

DUNS Number 089634273

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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