

**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number
County of McHenry	McHenry	23-00567-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
LBFP	N/A	CMAP	

**Engineering**
**Right-of-Way**

State Job Number	Project Number	State Job Number	Project Number

Local Administered Engineering       Right-of-Way       Other

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 consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
Charles Road	FAS 0026	0.42	From	To
			10.03	10.09

Location Termini
over Slough Creek

Current Jurisdiction	Existing Structure Number(s)	Add Location
County of McHenry	056-3006	Remove

**PROJECT DESCRIPTION**

Preliminary engineering to determine the rehabilitation or replacement of the structure carrying Charles Road over Slough Creek and improvements to the intersection of Charles Road, Alden Road, and Nelson Road.
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**THE LPA AGREES:**

- 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**, the **STATE**, and the **FHWA** if required.
- 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 Public Agency Highway and Street Systems.
- To provide for the preliminary engineering work required to complete the proposed improvement.
- To retain jurisdiction of the completed improvement unless specified otherwise by addendum.
- To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction) in a manner satisfactory to the **STATE** and the **FHWA**.
- 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.
- 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, 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 presumption in favor of the **STATE** for 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.
- To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.

9. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete the project.
10. Certifies to the best of its knowledge and belief that 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 anti-trust 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.
11. To include the certifications, listed in item 13 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
12. 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 (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

#### THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or other locally administered work.
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;

#### 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 (31 U.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**, obligation 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 the act exempt its application.

#### FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor

receipts, cost plus fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must 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.
3. **Final Invoice:** 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 work or from the date of the previous invoice, whichever 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. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) 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 (12) 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.
5. **Project End Date:** Preliminary engineering projects - the period of performance (end date) for state and federal obligation purposes is ten (10) years. The **LPA** must begin right-of-way acquisition for, or actual construction of, the project for which preliminary engineering work is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized. In the event that this work is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

For Right-of-Way projects - the period of performance (end date) for state and federal obligation purposes is fifteen (15) years from the execution date of the agreement. The **LPA** must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized. In the event that construction is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** 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. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 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 ALN number for all highway planning and construction activities is 20.205.
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, 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/SAM/>

#### ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	LPA Appropriation Resolution

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

Name of Official (Print or Type Name)

Michael Buehler

Title of Official

County Board Chairman

Signature

Date

The above signature certifies the agency's TIN number is

366006623 conducting business as a Governmental Entity.

DUNS Number 082044694

UEI DAJDARNBA5Y8

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsung Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

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





## Instructions for BLR 05310 PE/ROW Page 2 of 2

are more than 5 locations, do not add each location. Instead insert "Various" in the first location field.

Project Description

Insert a description of the work to be accomplished by this project

### For Local Let Projects

1. Location Map Attach a location map to this agreement showing all location being improved by this project.
2. Division of Cost Insert the division of cost page (see separate instruction for completing this document).

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

### Approved

Local Public Agency

The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number <https://sam.gov/content/duns-uei>).

Illinois Dept. of Transportation

The appropriate IDOT official shall sign and date here.

### Division of Cost Table

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.

Lump-sum to be utilized second not to exceed \$20,000 EDP funds.

Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

Maximum STR participation 80% not to exceed \$100,000

Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

### Division of Cost Table

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work

Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.

Federal Funds

If federal funds are being used on this project complete the following for federal funds.

Fund Type

Choose the type of federal fund type from the drop-down.

Amount

Insert the amount of federal funds for the type of listed under fund type.

%

Insert the percentage of federal funds for this type.

State Funds

If state funds are being used on this project complete with following for state funds.

Fund Type

Choose the type of state fund type from the drop-down.

Amount

Insert the amount of state funds for the type of listed under fund type.

%

Insert the percentage of state funds for this type.

Local Public Agency Funds

Fund Type

Choose the type of LPA funds from the drop-down

Amount

Insert the amount of LPA funds for the type of listed under fund type.

%

Insert the percentage of LPA funds for this type.

Explanation

Insert any necessary additional information as to how the funding is being applied for this project.

**A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office.**

**Distribution will be as follows:**

District file

Bureau of local Roads Central Office (2)

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.

