



# Illinois Department of Transportation

## DRAFT Intergovernmental Agreement

Governmental Body Name <b>County of Lake</b>			
Address 600 West Winchester Road			
City, State, Zip Libertyville, IL. 60048			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number (847) 377-7400	Fax Number (847) 984-5888	FEIN/TIN 36-6006600	DUNS NA
Brief Description of Service (full description specified in Part 5) Routine maintenance of State routes listed in Exhibit A of This Agreement.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: November 08, 2016
Total Compensation Amount <b>\$268,463.00</b>		Advance Pay <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	To: April 30, 2017

### REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

#### FOR THE GOVERNMENTAL BODY:

Aaron Lawlor, Chairman, Lake County Board

(Name and Title of Authorized Representative)

(Signature of Authorized Representative)

Date

#### FOR THE DEPARTMENT:

Paul Loete, Office of Highways, Project Implementation

Date

William M. Barnes, Chief Counsel  
(Approved as to form)

Date

By:

Omer M. Osman, P.E., Deputy Secretary of Project Implementation

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

Jeff Heck, Director, Finance and Administration

Date

By:

By: \_\_\_\_\_

Randall S. Blankenhorn, Secretary of Transportation

Date

By: \_\_\_\_\_

Print Name

Print Title

**INTERGOVERNMENTAL AGREEMENT**  
**FOR**  
**ROUTINE MAINTENANCE OF STATE ROUTES**

This Agreement is by and between

**County of Lake**

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

600 West Winchester Road

Libertyville, IL. 60048

Attn: Paula J. Trigg, P.E.

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**PART 1**  
**SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **November 01, 2016** to **April 30, 2017**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.

## PART 2 GENERAL PROVISIONS

**A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Availability of Appropriation.** This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

**D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

**E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**F. Cost Category Transfer Request.** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

**G. Subcontracting/Procurement Procedures/Employment of Department Personnel**

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. [Not applicable to this Agreement] .

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. **EMPLOYMENT OF DEPARTMENT PERSONNEL.** The GOVERNMENTAL BODY will not employ any person or persons that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

**PART 3**  
**FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

**PART 4**  
**SPECIFIC PROVISIONS**

**A. Invoices.** Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the services described in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the GOVERNMENTAL BODY of the deficiencies to be corrected before invoicing will be authorized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation  
Grayslake Maintenance Facility  
Attn.: Kermit Shockley  
219 N. Baron Blvd.  
Grayslake, IL. 60030

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

**B. Billing and Payment.** All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY'S remittance address listed in this Agreement.

**C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) days written notice.

. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

**D. Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

**E. Ownership of Documents/Title to Work.** [Not Applicable To This Agreement]

**F. Software.** [Not Applicable To This Agreement]

**G. Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

**H. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

**I. Travel Expenses.** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

**J. Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

Unless prohibited by State law, the DEPARTMENT agrees to hold harmless and indemnify the GOVERNMENTAL BODY, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from actions or inactions of the DEPARTMENT and/or the DEPARTMENT'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the GOVERNMENTAL BODY and its officials, employees and agents in connection herewith.

**K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

**L. Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: County of Lake

Taxpayer Identification Number: 36-6006600

Legal Status (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Tax-exempt        | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Nonresident Alien | <input type="checkbox"/> Other _____           |

**M. International Boycott.** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**N. Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

## **PART 5**

### **SCOPE OF SERVICE/RESPONSIBILITIES**

**A.** To compensate the GOVERNMENTAL BODY for routine ice and snow control work it performs on Illinois highways that are designated as "State routes" within the GOVERNMENTAL BODY's boundary, which the GOVERNMENTAL BODY has agreed to maintain per Computation Sheet – Municipal Maintenance (Attachment A) of this AGREEMENT

**B.** This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by the Lake County Director of Transportation/County Engineer on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

**C.** The GOVERNMENTAL BODY snow and ice control activities include snow plowing (labor, fuel, and truck maintenance), salt, liquids applied from snowplows, spraying bridge decks for anti-icing, and periodic snow removal from bridge deck parapet walls.

**D.** In the event that snow and ice control costs for the winter of 2016-2017 exceed the value of this agreement prior to April 30 2017, the DEPARTMENT and the GOVERNMENTAL BODY will meet and negotiate for further compensation based on the previous 5 year average snow and ice control cost per lane mile. The GOVERNMENTAL BODY shall invoice for the additional Winter Maintenance at the end of the 2016/17 snow season. The DEPARTMENT shall remit payment within 30 days of receipt of the invoice from the GOVERNMENTAL BODY.

**E.** Following April 30, 2017, IDOT will assume all future snow and ice maintenance responsibilities on the specified state routes.

## **PART 6**

### **COMPENSATION FOR SERVICES**

**A.** Funding: State Funds (Appropriation Code: 011-49405-4472-0200) The DEPARTMENT will pay the GOVERNMENTAL BODY for the Routine Winter Maintenance described in Part 6 of this Agreement at a cost of \$2509/lane mile (total \$268,463).

**B.** Terms and Conditions:

1. Upon execution of the agreement, the GOVERNMENTAL BODY will receive a payment equal to 50% of the agreement value. The DEPARTMENT will compensate the GOVERNMENTAL BODY.
2. The DEPARTMENT will pay the GOVERNMENTAL BODY in two invoice vouchers (#1, above) each equal to 25% of the agreement value on or about January 31, 2017 and April 30, 2017, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

**PART 7**  
**CERTIFICATION REGARDING LOBBYING**  
(49 CFR PART 20)  
**[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8**  
**AGREEMENT AWARD NOTIFICATION**  
**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?      ☐ Yes      ☒ No

Amount of Federal funds:      None

Federal Project Number:      NA

Name of Project:      State Routes Maintenance Agreement

CFDA Number\*, Federal Agency, Program Title:      NA

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.