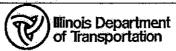
Local Agency	
Lake County	
Section	

10-00079-15-RS



Local Agency/State Agreement

Job Number - Construction

C-91-420-10

Job Number - Engineering/ROW

by and through its Department designated location as shown is	of Transportation, here	e above local agency hereing sinafter referred to as "STATE	E". The STATE	and LA jointly p	ropose	o improve the
		Location			·	
Local Name Gilmer Road		Route	FAU 3602	L	ength .	0.71 miles
Termini Diamond Lake Roa	d to IL 83				<u> </u>	· · · · · · · · · · · · · · · · · · ·
1 de la	County	·				
Current Jurisdiction Lake (Dounty			······································		
		Project Description	<u></u>		-	
		i roject besoription				
Mill and resurface						
	-	•				
		· · · · · · · · · · · · · · · · · · ·			·	
		Division of Cost			-	
Type of Work	STATE			LA		Total
Participating Construction	272,727			67,273		340,000
Non-Participating Construction						0
Preliminary Engineering Construction Engineering	27,273			6,727		34,000
Right-of-Way	21,213			0,121		04,000
		interesting the second		±	<u></u>	0
						0
TOTAL	\$300,000	\$ 0		\$74,000		\$374,000
Note: Maximum State	participation (ERP Fur	nds) 100% not to exceed \$30	00,000.00			
			•		. *	
		•				
	Pa	yment Method (check one)	:			
Upon award of the project ar	nd request of payment f	from the LA, the STATE will	pay the LA 100%	% its share of th	ne proje	ct costs.

		·	•	•
. [2	☑ Upon executi	ion of the construction contract and request of p	payment from the LA, the STATE will pay	the LA 95% of its share of the
	project costs.	The remaining 5% will be paid to the LA upon	receipt of the final invoice.	
_		weight weight and the total and the OTATE -barreness than		

☐ The STATE will reimburse the LA for the STATE share of the project on the basis of sufficient cost information and show evidence of payment by the LA DRAFT

Agreement Provisions

- 1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
- 2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
- 3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
- 4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
- 5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
- 6. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. 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 of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- 7. 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).
- 8. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
- Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal
 year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated
 herein.
- 10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
- 11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency	· ·	Section
Lake County		10-00079-15-RS

EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement. Exhibit A - Location Map

The LA furthe Agreement ar	r agrees, as a condition of pand all exhibits indicated abo	payment, that it a	accepts and	will comply with the applicable provisions set forth in this	
APPROVED		•		APPROVED	
	Local Agency			State of Illinois Department of Transportation	
٠,	Suzi Schmidt				
	(Print or Type Name)		<u>-</u> ,	Gary Hannig, Secretary of Transportation	Date
	0				
(County Boa	County Board Chairperso rd Chairperson/Mayor/Village F	and the second s		By: Delegate's Signature)	
1 *					
				(Delegate's Name -Printed)	
(Signature)		Date	-		
		·	8	Christine M. Reed, Director of Highways/Chief Engineer	Date
TIN Number	36-6006600				
NOTE: If signa	ature is by an APPOINTED	official, a resolu	tion	Ellen J. Schanzle-Haskins, Chief Counsel	Date
	official to execute this agre				
				•	
				Ann L. Schneider, Director of Finance and Administration	Date

Local Agency	Section
Lake County	10-00079-15-RS

