

Route: St. Mary's Road
Local Agency: Lake County
Job Number: C-91-315-15
Section: 15-00102-23-RR
Fed. Project: RRP-0097(041)
AAR/DOT NO.: 386 420W
TIP #: 10-15-0008

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Local Agency Railway-Highway
Grade Crossing Improvements

THIS AGREEMENT is made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and Lake County, State of Illinois, acting by and through its County Board, hereinafter referred to as the "LA", and the NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION AND THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, a division of a municipal corporation, hereinafter referred to as "METRA."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location listed on Exhibit A, as shown on the attached location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and METRA shall be

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governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide".

SECTION 2. METRA shall prepare the general layout plans (including surveys and other engineering services), and detailed estimates of cost. These general layout plans and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2009 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by METRA must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by METRA with its own forces or in accordance with 23 CFR Part 646.216. In the event METRA intends to use forces other than its own under a continuing contract or contracts, METRA shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. METRA will not begin to work without written authorization from the STATE to proceed. METRA shall file a Form 1 or Form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, METRA shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. METRA, for performance of its work as herein specified, may bill the STATE monthly for the STATE'S 100% share of the cost of materials purchased, delivered and stored on METRA's property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, METRA will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by METRA. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

In the event METRA fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to METRA, requiring METRA to promptly deliver the stored material to a location indicated in writing by the State. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect METRA's right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. METRA shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. METRA, for performance of its work as herein specified, shall bill the STATE for its Preliminary Engineering costs immediately upon receiving authorization to proceed, and may bill the STATE monthly for the STATE'S 100% share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the FHWA. Indirect overhead or general and administrative expenses, or those

expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse METRA in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

Upon completion of the project, METRA shall provide the STATE with a written notification of the date of completion, and shall submit a detailed final invoice of the actual cost and expense as incurred by it or for its account no later than nine (9) months from the date of completion of the project. Otherwise, previous payments to METRA may be considered final, except as agreed to by the STATE and METRA. After the STATE has checked the final invoice and agreed with METRA that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall then reimburse METRA an amount, less previous payments, if any, equal to 100% of the amount billed.

After the federal or STATE representatives have audited the expenses as incurred by METRA and final inspection of the installation has been made, the STATE shall reimburse METRA for any amount still owed to METRA or bill METRA for any overpayments or items of expense found as not being eligible for reimbursement.

METRA shall maintain, for a minimum of three (3) years after the date of the final bill, 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, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. METRA agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL 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.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. METRA shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification. Per the Alternative Federal-State procedure in 23 CFR 646.220, the STATE will certify that the work at the job site is complete, acceptable and in accordance with the terms of this AGREEMENT.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, METRA shall maintain at its expense, or by agreement with others, provide for the maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of METRA mutually designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from METRA.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon METRA and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse METRA for all eligible cost and expense incurred by METRA prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. METRA, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. METRA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of STATE-assisted

contracts. Failure by METRA to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing is performed by other than METRA forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, METRA is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website."

SECTION 14. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 15. METRA shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, METRA shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. METRA shall provide STATE progressive billing at least once every six-month period. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which METRA has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project.

SECTION 17. METRA is hereby requested by the STATE, to perform preliminary engineering for the project, and is authorized to accrue project reimbursable preliminary engineering costs beginning on March 30, 2015. METRA hereby agrees to not invoice the STATE until such time this agreement is fully executed.

SECTION 18. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, METRA certifies that its correct Federal Taxpayer Identification Number (TIN) is 36-3126147 and is doing business as a governmental entity.

Executed by METRA this _____
day of _____, 2015.

ATTEST:

Commuter Rail Division of the
Regional Transportation Authority,
Northeast Illinois Regional Commuter
Railroad Corporation, a division of a
municipal corporation,

By: _____

Name: _____

Title: _____

Executed by the LOCAL AGENCY this _____
day of _____, 2015.

ATTEST:

Lake County
acting by and through its
County Board

By: _____

Name: _____

Title: _____

Local Agency	Lake County
Section Number	15-00102-23-RR
Project Number	RRP-0097(041)
Job Number	C-91-315-15

APPROVED

State of Illinois, Department of Transportation

Randall S. Blankenhorn, Acting Secretary of Transportation Date

Omer Osman, Director of Highways/ Chief Engineer Date

William M. Barnes, Chief Counsel Date

Jim Ofcarcik, Interim Chief Financial Officer (CFO) Date

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EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: METRA
Location: St. Mary's Road
AAR DOT #386 420W RR Milepost: 33.85

EXISTING CONDITIONS:

Two mainline track equipped with flashing light signals and gates.

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install flashing lights signals and gates with constant warning time circuitry, and replace cantilevers, for the St. Mary's Road highway-rail grade crossing.
2. Coordinate construction of its above-referenced work with Local Agency Lake County.
3. Incidental work necessary to complete the items hereinabove specified.
4. CFDA Number: 20.205

to complete the project on St. Mary's Road

DESCRIPTION OF WORK TO BE DONE BY OTHERS:

Local Agency agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. When a marked traffic detour is required, the Local Agency at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

ATTACHMENTS:

Location Map
COMPANY's Estimate of Cost and Plan Drawing

ESTIMATED RAILROAD COST: \$ _____

100% Federal participation \$ STATE shall reimburse COMPANY 100% of its costs with Federal Rail Safety Funds administered by STATE

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Mr. Bruce D. Christensen, Transportation Coordinator, Lake County Division of Transportation,
600 Winchester Road, Libertyville, IL 60048; Telephone (847) 377-7455; Email:
bchristensen@lakecountyil.gov

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

James K. Klein, P. E., S.E.
Acting Engineer of Local Roads and Streets
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 205
Springfield, Illinois 62764

Please change this reference to:
Ms. Paula J. Trigg, P.E.
County Engineer
Lake County Division of Transportation
600 W. Winchester Road, Libertyville, IL 60048
Telephone: (847)377-7400
Email: ptrigg@lakecountyil.gov

Location Map:

Lake County

Section 15-00102-23-RR

Project RRP-0097(041)

Job No. C-91-315-15

St. Mary's Road

@Metra RR

AAR DOT# 386 420W

RR Milepost 33.85

