

RESOLUTION # 48-1

WHEREAS, the Constitution of the State of Illinois provides that units of local government may associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, Ill. Const., Art. VII, § 10 (1970); and,

WHEREAS, Illinois statutes provide that public agencies may share powers through intergovernmental agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and,

WHEREAS, Sangamon County, through a planning study concluded that the Springfield-Sangamon County Transportation Center should include a parking structure, an Amtrak Station and an Adams Street Pedestrian Plaza; and,

WHEREAS, Sangamon County is a unit of local government; and,

WHEREAS, the City of Springfield is a unit of local government; and,

WHEREAS, the City of Springfield has been designated by the United State Department of Transportation, Federal Railroad Administration to receive a \$157 million FFY 2024/2024 CRISI grant that includes the federal funding necessary to construct the West Side Transportation Center ("CENTER") and has requested pre-award spending authority from the FRA to begin construction as soon as practicable.; and

WHEREAS, the City and County desire to complete the construction of the CENTER which includes a parking garage for Amtrak passengers, County employees, County Building visitors, and Sangamon Mass Transit District ("SMTD") employees; an Amtrak station and a pedestrian bridge across the rail corridor connecting the Amtrak station and the Transfer Facility; and

WHEREAS, an *Intergovernmental Cooperation Agreement for Construction of the Springfield-Sangamon County Transportation Center between the City of Springfield and Sangamon County* has been prepared; and,

WHEREAS, said Agreement would enable the construction of the CENTER to be located west of the proposed Springfield Rail Project Corridor.

NOW THEREFORE BE IT RESOLVED, by the County Board of Sangamon County, at its Regular Reconvened Adjourned September Session, assembled this 10th day of December, A.D., 2024 that the *AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND SANGAMON COUNTY FOR THE CONSTRUCTION OF THE WEST SIDE TRANSPORTATION CENTER* is approved; and,

BE IT FURTHER RESOLVED, that the Chairman of the County Board of Sangamon County is hereby authorized and directed to sign said Agreement on behalf of Sangamon County.

I, Don Gray, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete original of a RESOLUTION adopted by the County Board of Sangamon County at a meeting held on this 10th day of December, A.D., 2024.

I certify that the correct TIN/FEIN for Sangamon County is 37-6002039
Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Springfield in said County, this _____ day of December, A.D., 2024.

Sangamon County Clerk

Don Gray

DEC 03 2024



Chairman, Sangamon County Board

Respectfully submitted,

Don Gray, Chair
Building and Grounds Committee
Sangamon County Board

**AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND
SANGAMON COUNTY FOR THE CONSTRUCTION
OF THE WEST SIDE TRANSPORTATION CENTER**

This Agreement is made and entered into between the City of Springfield, Illinois, hereinafter referred to as the City, and Sangamon County, Illinois, hereinafter referred to as the County. The City and County jointly propose to construct the West Side Transportation Center.

WHEREAS, the City and County have been working together to relocate the Third Street rail corridor carrying Amtrak and Union Pacific trains adjacent to the Norfolk Southern (NSRR) Tenth Street rail corridor and such relocation requires the construction of a new Amtrak Station.

WHEREAS, the County has completed the construction of the East Side Transportation Center which provides a new Sangamon Mass Transit District transfer facility including intercity bus.

WHEREAS, the City and County have cooperated in the completion of the construction plans for a new West Side Transportation Center.

WHEREAS, the West Side Transportation Center will provide a new Amtrak Station, a Parking Garage for Amtrak passengers, a new grade separated double track Amtrak platform, and a Pedestrian Bridge connecting the West Side Transportation Center to the recently completed East Side Transportation Center all of which are eligible for state and federal transportation funding.

WHEREAS, the County at its expense proposes to expand the West Side Transportation Center with an expanded Parking Garage for County Building visitors and employees along with a new County Square to connect the County Building, Amtrak Station, Pedestrian Bridge with the new Parking Garage.

WHEREAS, the City and County have through separate agreements transferred all required property and easements for the construction of a new West Side Transportation Center.

WHEREAS, the City has been designated by the United State Department of Transportation, Federal Railroad Administration to receive a \$157 million FFY 2024/2024 CRISI grant that includes the federal funding necessary to construct the West Side Transportation Center and has requested pre-award spending authority from the FRA to begin construction as soon as practicable.

NOW THEREFORE BE IT RESOLVED, that the City and County Agree to the following:

1. The County will advertise, let, and award the contracts necessary to construct the West Side Transportation Center compliant with the Illinois Department of Transportation Bureau of Local Roads local letting procedures for federal aid projects.
2. The County, to the maximum extent reasonable, will make use of Project Labor Agreements to minimize construction disruption risk, encourage Disadvantage Business Enterprise participation in construction, undertake diversity and work force development initiatives.
3. The budget for the construction of the West Side Transportation Center is shown in Exhibit C.

4. This Agreement includes the following federal eligible scope for construction of the West Side Transportation Center:
- a. Amtrak Station, County Square, and Solar Array construction. Total estimated cost is \$48.5 million. Federal transportation eligible costs to be reimbursed by the City are 83.13 percent of total costs for the Amtrak Station, County Square and Solar Array based on the ratio of transportation specific square footage (21,338) for the Amtrak Station and pedestrian bridge access and the non-transportation specific square footage (4,329) of the County Square.
 - b. Amtrak Platforms and Pedestrian Bridges construction from the West Side Transportation Center to the East Side Transportation Center. Total estimated cost is \$24.0 million. Federal transportation eligible costs are 100% percent of total costs. The County will initially provide \$3.25 million in transportation eligible match. The remainder of the transportation eligible cost will be reimbursed by the City.
 - c. Parking Garage construction. Total estimated cost is \$25.2 million. Federal transportation eligible costs to be reimbursed by the City are 28.38% of total Parking Garage Construction costs based on the number of federal transportation eligible parking spaces (172) versus total parking spaces in the garage (606).
 - d. Sitework construction. Total estimated cost is \$10.9 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total costs based on the 100% plans cost estimate of transportation eligible costs for the Amtrak Station, Solar Array, Pedestrian Bridges and Platforms, and Parking Garage, versus total costs for those same items.
 - e. Digital Components construction. Total estimated cost is \$4.5 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above for cost allocation procedure.
 - f. 1908 Race Riot Display construction. Total estimated cost is \$0.2 million. Federal eligible transportation costs to be reimbursed by the City are 73.15% of total cost – see item d. above for cost allocation methodology.
 - g. Construction Observation professional services. Total estimated costs are \$2.3 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above for cost allocation methodology.
 - h. NSRR Force Account Construction. The estimated total cost is \$0.9 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above for cost allocation methodology.
 - i. Construction Manager professional services. The estimated total cost is \$9.5 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above for cost allocation methodology.
 - j. Utility Adjustments construction. The estimated total cost is \$0.5 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above.
 - k. Amtrak Plan Review Preliminary Engineering costs incurred prior to the date of the Transportation Center Construction Contracts letting. The estimated cost is \$100,000. IDOT eligible Preliminary Costs to be reimbursed by the City are 100% of total cost.

- I. Amtrak Station Material and Equipment Reimbursement; and Amtrak Labor Costs incurred after the date of Transportation Center Construction Contracts letting. The estimated total cost is \$1,600,000. Federal eligible costs to be reimbursed by the City are 100% of total cost.

The above costs and percentages are estimates that will be adjusted for billing based on the bids received and contract award amounts and approved change orders.

- 5. Total federal transportation eligible actual costs to be reimbursed by the City under this agreement shall not exceed \$95,200,000 including contingency for actual versus estimated cost. 100% of the funds paid by the City to the County shall be reimbursed by the Federal Railroad Administration as part of a Cooperative Grant Agreement between the two agencies or by the Illinois Department of Transportation (IDOT) as part of the Series B Bond PE/ROW Local Participation Agreement. No County costs except costs incurred under 4k. above incurred before the date of Federal Railroad Administration approval of Pre-Award costs are eligible for reimbursement by the City or federally eligible County match. The City will notify the County of the date of that FRA pre-award cost approval. All costs incurred under 4k. above are eligible for reimbursement from IDOT.

6. The County agrees:

- a. To maintain or cause to be maintained the completed improvement.
- b. To comply with all applicable Executive Orders and Federal laws and regulations pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- c. To maintain for a minimum of 3 years after final grant close out by the Federal Railroad Administration (FRA), 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 City and FRA. The County agrees to cooperate fully with any audit conducted by the City and FRA, 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 City for recovery of any funds paid by the City under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- d. The County is responsible for payment of expenses outlined in Section 5 of this agreement prior to requesting reimbursement from the City for federal eligible costs.
- e. The County is responsible for reimbursing the City for any reimbursed costs deemed ineligible for federal participation by the Federal Railroad Administration or state participation by the Illinois Department of Transportation
- f. The County is responsible for payment of the eligible non-federal costs outlined in Section 5.b. of the Agreement and documenting those cost for the City.
- g. Certifies to the best of its knowledge and belief that it's officials:

- i. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. 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;
 - iii. 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
 - iv. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
- h. To include the certifications, listed in item e. above, and all other certifications required by State and Federal statutes, in every contract, including procurement of materials and leases of equipment.
- i. The execution of this agreement constitutes the County's certification that:
 - i. 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 any cooperative agreement.
 - ii. 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.
 - iii. The County 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.
- j. 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 in which no expenditures have been charged against federal funds for the

past twelve (12) months.

- k. For reimbursement requests the County 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 fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount. County invoice requests to the City will be submitted with sequential invoice numbers. The County shall accumulate and invoice reimbursable federal eligible costs and federally eligible match based on the scope identified in Section 5 of this agreement
- l. The County will submit to the City a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than four (4) 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.
- m. The project end date is three years from the date of the execution of this agreement.
- n. The County shall have an audit made in accordance with 2 CFR 200. A copy of the audit report must be submitted to the City within 30 days after the completion of the audit, but no later than one year after the end of the County's fiscal year. The CFDA number for FRA CRISI funded construction activities is 20.325.
- o. That the County is 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/>.
- p. The County agrees to comply, as applicable, with FRA EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS and EXHIBIT B: ADDITIONAL STANDARD TERMS which are attached to and made part of this Agreement.

7. The City agrees:

- a. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the County's certification of compliance with Title II and III Requirements.
- b. To reimburse the County for the IDOT share of actual eligible costs on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the County.
- c. To reimburse the County for the federal share of actual eligible costs on the basis

of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the County.

8. It is mutually agreed:

- a. Construction of the project will utilize domestic steel as required by federal Buy America provisions.
- b. That this Agreement and the covenants contained herein shall become null and void in the event that the FRA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- c. This agreement shall be binding upon the parties, their successors and assigns.
- d. The County 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 County 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 County's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement.
- e. 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.

This Agreement is approved and executed this day of _____ 2024.

BY:

County of Sangamon

Chairman, Sangamon County Board

City of Springfield

Mayor