

Butterfield Road (*Harding Avenue to IL Rte. 137*) Add Lanes: Village of Libertyville Agreement

County Administrator
 Transportation (2) cert.
 Central Services (2)

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D., 2005 SESSION
FEBRUARY 14, A.D. 2006

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial & Administrative Committee present herewith a resolution authorizing the Chair of the County Board, the County Clerk and the County Engineer to execute an agreement between Lake County and the Village of Libertyville for the proposed widening and resurfacing of Butterfield Road (*County Highway 57*) from Harding Avenue to IL Rte. 137 and designated as Section 99-00142-07-WR.

We RECOMMEND adoption of this Resolution.

Respectfully submitted,

	Aye	Nay		Aye	Nay
<i>Deana O'Kelly</i>	✓	—	<i>[Signature]</i>	X	—
Chair	✓	—	Chair	X	—
<i>[Signature]</i>	✓	—	<i>[Signature]</i>	X	—
Vice-Chair	—	—	Vice-Chair	—	—
<i>Donna Shu Cook</i>	✓	—	<i>[Signature]</i>	✓	—
<i>Andy Cole</i>	✓	—	<i>Robert Sabourson</i>	—	—
<i>[Signature]</i>	✓	—	<i>Carol Balaban</i>	✓	—
<i>Michael A. Callatt</i>	✓	—	<i>[Signature]</i>	✓	—
<i>Ann B. Mair</i>	✓	—	<i>[Signature]</i>	✓	—
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, Butterfield Road (*County Highway 57*) is a designated route on the county highway system;

WHEREAS, in order to provide for the free flow of traffic and ensure the safety of the motoring public, Lake County by and through its Division of Transportation proposes to improve Butterfield Road from Harding Avenue to IL Rte. 137 by widening to 5-lanes and resurfacing, said improvement designated as 99-00142-07-WR; and

WHEREAS, the county and the Village of Libertyville are desirous of entering into an agreement for the above-said improvement, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED that the Chair of the Lake County Board, the County Clerk, and the County Engineer of Lake County be authorized, and they are hereby directed to execute an agreement pertaining to the financing of the above said improvement, providing in the opinion of the Public Works and Transportation Committee, if necessary, said agreement in its final form substantially conforms to the draft attached hereto. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board, and the County Clerk.

Dated at Waukegan, Illinois
this 7TH day of February 2006

Local Agency: Village of Libertyville	County of Lake, Illinois Intergovernmental Agreement for Local Agency Participation in a Project Involving Federal Funds	County Section: 99-00142-07-WR
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This Agreement is made and entered into between the County of Lake, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the above named Local Agency, an Illinois Municipal Corporation or Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

Project Location

County Highway(s) Butterfield Road
Project Limits Harding Avenue to IL 137

Fund Source: STU

Project Description

(1) widening and reconstruction of the existing pavement to provide for two through lanes in each direction with a continuous center left turn lane, painted or landscaped median; (2) widening and upgrading the existing Metra railroad crossing with flashing lights, gates and full depth rubber crossing surface; (3) installing traffic control signals and equipment with interconnect at Virginia Lane; (4) the installation of temporary traffic control signals at Butterfield Road and Winchester Road and at Butterfield Road and Illinois Route 137; (5) replacement of the existing traffic control signals and equipment with interconnect at Butterfield Road and Winchester Road and at Butterfield Road and Illinois Route 137; (6) acquisition of right-of-way; (7) provisions for stormwater detention/retention; (8) installing pavement markings; and, (9) performing all other work in conformance with the approved final engineering plans, specifications, estimates and construction contract documents.

Division of Cost (See Addendum 1)

Type of Work	FHWA	%	County	%	LA	%	Total
Participating Construction County							
Participating Construction LA							
Traffic Signals -- Construction							
Energy							
Maintenance							
Future Costs							
Railroad Work							
Right-of-way							
Municipal Facilities							
Design Engineering							
Construction Engineering							
Totals							

Agreement Provisions

Section A.

THE LOCAL AGENCY AGREES:

- 1 That upon award of the construction contract by the State of Illinois, acting by and through its Department of Transportation, unless otherwise provided for in This Agreement, the LA will pay to the County within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its estimated obligation in accordance with the Division of Cost contained herein, and to pay to the COUNTY within thirty (30) days of the receipt of an invoice, in a lump sum, the remainder of the LA's obligation upon completion of the project based upon final costs.
- 2 To have any of its municipal facilities that are determined to be in conflict with the project removed and/or abandoned and relocated or reconstructed in accordance with the provisions of the LAKE COUNTY HIGHWAY UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, hereinafter referred to as the UTILITY/FACILITY ORDINANCE, in order to implement said project.
- 3 That by executing This Agreement, the LA concurs in the award of the construction contract in accordance with the standard policies and procedures as adopted and used by the State.
- 4 To follow, adhere to, and comply with the LAKE COUNTY HIGHWAY ACCESS REGULATION ORDINANCE, and the UTILITY/FACILITY ORDINANCE; apply for and secure all necessary permits, as may be required as determined by the scope of the project; and comply with any and all conditions and requirements of said permit(s). Said Ordinances and said permit(s) by reference herein are hereby made a part hereof.
- 5 To maintain, or cause to be maintained, at no cost to the COUNTY, all municipal facilities, as defined in the UTILITY/FACILITY ORDINANCE, located within the right(s)-of-way of the COUNTY highway(s) subject to This Agreement.

Section B.

THE COUNTY AGREES:

- 1 To enter into a joint agreement with the State to improve the heretofore designated roadway in the manner described. The improvement shall be constructed in accordance with plans approved by the State and the State's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as the FHWA.
- 2 To acquire, or cause to be acquired, in its name, or in the name of the LA, if on the LA roadway system, free of any liens and encumbrances, any and all rights-of-way and/or easements, both temporary and permanent, that may be necessary to construct the project. Said acquisition shall include any areas that may be needed for storm water detention/retention as required for the Improvement. The COUNTY further agrees to follow, adhere to and comply with any and all applicable federal and state mandated procedures and requirements for the acquisition of any temporary or permanent rights-of-way and easements that are necessary for said project. Said land acquisitions acquired in the name of the LA may be subject to reimbursement to the COUNTY from the LA as may be hereinafter stipulated in This Agreement.
- 3 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, secure any and all permits and/or approvals that may be required, specifications, estimates, and land acquisition documents as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation and procedures approved and/or required by the FHWA.

Section C:

IT IS MUTUALLY AGREED:

- 1 By and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined as provided by law.
- 2 By and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
- 3 By and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
- 4 That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
- 5 That THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
- 6 By and between the parties hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
- 7 By and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS AGREEMENT.
- 8 By and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
- 9 That THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party hereto.
- 10 That THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 11 That THIS AGREEMENT shall remain in full force and effect for such a period of time as any of the work items listed in the Division of Cost on page one of THIS AGREEMENT, for which provisions for maintenance and future costs have been included in THIS AGREEMENT, remain in place, in use and in operation.

12 That THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded within five (5) years of the effective date of THIS AGREEMENT.

Addenda

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

Addendum Number 1 'Division of Cost'

Addendum Number 2 "Changes in Agreement Provisions"

(Insert addendum numbers and titles as applicable)

IN WITNESS WHEREOF, the Parties hereto have caused THIS AGREEMENT to be executed by their duly authorized officers as of the dates below indicated.

Local Agency

County of Lake

By: Jeffrey Hays

By: _____
Chair, Lake County Board

Title: VILLAGE PRESIDENT

Date: JAN 24/06

Date: _____

Attest: Kris J. Bowen, Deputy

Attest: _____
Clerk, Lake County

Title: CLERK

Recommended for Execution

County Engineer/ Director of Transportation

ADDENDUM #1
DIVISION OF COST
BUTTERFIELD ROAD
COUNTY SECTION 99-00142-07-WR

Type of Work	FHWA	%	State	%	COUNTY	%	LA	%	TOTAL
Participating Construction County	\$ 8,213,927	70			\$ 3,520,255	30			\$ 11,734,182
Participating Construction State	\$ 333,678	70	\$ 143,005	30					\$ 476,683
Participating Construction LA									
Watermain	\$ 230,074	70					\$ 98,603	30	\$ 328,677
Watermain Removal	\$ 73,457	70					\$ 31,482	30	\$ 104,939
Sidewalk & Ret. Walls	\$ 80,448	70					\$ 34,478	30	\$ 114,925
Landscaped Median									
Plant Materials & Soil	\$ 91,557	70					\$ 39,239	30	\$ 130,796
Non-Participating Construction LA									
Sanitary Sewer							\$ 229,865	100	\$ 229,865
Traffic Signals @ Winchester Road									
Construction	\$ 220,766	70			\$ 94,614	30			\$ 315,380
Energy									
Maintenance									
Future Costs									
Traffic Signals @ Virginia Lane									
Construction	\$ 169,200	70			\$ 38,053	*	\$ 34,461	*	\$ 241,714
Energy									
Maintenance									
Future Costs									
Traffic Signals @ I. Route 137									
Construction	\$ 185,338	70	\$ 37,670	*	\$ 22,924	*	\$ 18,836	*	\$ 264,768
Railroad Work	\$ 315,000	70			\$ 135,000	30			\$ 450,000
Construction Engineering	\$ 244,102	70	\$ 17,920	5	\$ 72,746	21	\$ 13,949	4	\$ 348,717
Totals	\$ 10,157,547		\$ 198,595		\$ 3,883,592		\$ 500,912		\$ 14,740,646

Note: The above costs represent an estimate of probable cost and are subject to change. The actual costs for final billing and reimbursement will be based on final costs and final contract quantities at contract unit prices for actual work performed. The agreed upon Division of Cost for a particular type of work may or may not be based on a percentage of the total. Energy, maintenance and future costs are expressed as percentages only.

ADDENDUM #2

An Addendum to the County-Local Agency Intergovernmental Agreement
For County Section No. 99-00142-07-WR

CHANGES IN "AGREEMENT PROVISIONS"

UNDER "IT IS MUTUALLY AGREED"

The following items are added:

- 13 To reimburse the COUNTY for maintenance costs for the traffic control signals and equipment with street lights and emergency vehicle pre-emption systems with or without interconnect (hereinafter TRAFFIC SIGNALS) subject to THIS AGREEMENT accordance with the percentages indicated in the division of cost contained herein, and to pay energy costs directly to the utility providing electrical service to said traffic signals. For maintenance costs, payment to the COUNTY shall be in a lump sum amount within thirty (30) days of the receipt of invoice billings from the COUNTY. The LA further agrees that the COUNTY's electrical maintenance contractor, as well as any maintenance prices, may change at any time without prior written notice to the LA.
- 14 That from time to time the TRAFFIC SIGNALS, subject to THIS AGREEMENT, may require modernization, improvement, revision, replacement, major repairs, upgrading, and/or interconnection with adjoining traffic control signals, hereinafter referred to as FUTURE WORK. The LA agrees to reimburse the COUNTY for the costs (hereinafter FUTURE COSTS) associated with said FUTURE WORK in accordance with the percentages contained in the division of cost contained herein. FUTURE COSTS for said FUTURE WORK shall be based on the then existing current COUNTY standards, specifications, and requirements as determined by the COUNTY's County Engineer at such time as said FUTURE WORK is undertaken.
- 15 That upon satisfactory completion of the project, the TRAFFIC SIGNALS at the intersections of Butterfield Road and Winchester Road and Butterfield Road and Virginia Lane shall become the sole and exclusive property of the COUNTY.