

**Butterfield Road (Harding Avenue to IL Rte. 137) Add Lanes: IDOT 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 and Administrative Committee present herewith a resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement for the use of federal highway funds between the State of Illinois and Lake County for the proposed widening and resurfacing of Butterfield Road (*County Highway 57*) from Harding Avenue to IL Rte. 137. This resolution also appropriates \$4,800,000.00 of Motor Fuel Tax funds for this improvement designated as Section 99-00142-07-WR.

**WE RECOMMEND** adoption of this Resolution.

	Aye	Nay		Aye	Nay
<i>James O'Kelly</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chair			Chair		
<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice-Chair			Vice-Chair		
<i>Donna Hemmick</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Sandy Cole</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Michael J. Tabbutt</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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; and

**WHEREAS**, the free flow of traffic along Butterfield Road is beneficial to the safety and welfare of the State of Illinois and the county as a whole; and

**WHEREAS**, the State of Illinois and Lake County believe it would be beneficial to the safety and welfare of the motoring public if Butterfield Road from Harding Avenue to IL Rte. 137 could be improved by widening to 5-lanes and resurfacing; and

**WHEREAS**, the State of Illinois and Lake County are desirous of entering into an agreement to utilize federal highway funds for the above-proposed improvement, said agreement setting forth the terms and obligations to each agency, a draft copy of which is attached hereto.

**NOW, THEREFORE BE IT RESOLVED**, that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County are authorized, and they are hereby directed to execute an agreement pertaining to the financing of the above-named 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.

**BE IT FURTHER RESOLVED** that there is hereby appropriated \$4,800,000.00 of Motor Fuel Tax funds for this improvement designated as section 99-00142-07-WR.

**BE IT FURTHER RESOLVED** that a copy of this agreement, when executed in its final form, be submitted to the Illinois Department of Transportation for their approval and final processing.

Dated at Waukegan, Illinois  
this 7<sup>TH</sup> day of February 2006

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Lake County ( C )	State Contract 83815	Day Labor	Local Contract	RR Force Account
	Section 99-00142-07-WR	Fund Type STU	ITEP Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-374-04	F-0330(042)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. 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 "FHWA".

#### Location

Local Name Butterfield Road Route FAU 2647 Length 1.665 miles  
Termini Harding Avenue to IL Route 137  
Current Jurisdiction Lake County Existing Str. No \_\_\_\_\_

#### Project Description

Reconstruction, widening, intersection improvement, traffic signal, and lighting.

#### Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	10,068,500	( 70 )	179,203	( 1 )	4,135,868	( Bal )	14,383,571
Non-Participating Construction		( )		( )	225,065	( 100 )	225,065
Preliminary Engineering		( )		( )		( )	
Construction Engineering	244,102	( 70 )	26,880	( * )	86,695	( 25 )	357,677
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 10,312,602</b>		<b>\$ 206,083</b>		<b>\$ 4,447,628</b>		<b>\$ 14,966,313</b>

\* The combined engineering costs attributable to the STATE shall not exceed 15% of the STATE's participating construction costs. FHWA Max \$12,000,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (95% of LA Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.  
(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, 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 Auditor General and the department; and 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 for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 95% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 95% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.  
Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) 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 cooperative agreement.
  - (b) 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.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) 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):
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** 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 **LA** 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 **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) 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 that Act exempt its application.

**ADDENDA**

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

Number 1 Location Map      Number 2 Changes in Agreement Provisions

(Insert addendum numbers and titles as applicable)

The **LA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

**APPROVED**

Name \_\_\_\_\_

Title \_\_\_\_\_  
County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

TIN Number \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Timothy W. Martin, Secretary

Date \_\_\_\_\_

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

Secretary's Delegate – Victor A. Modeer, Director of Highways

\_\_\_\_\_  
Ellen Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Robert J. Millette, Director of Finance and Administration

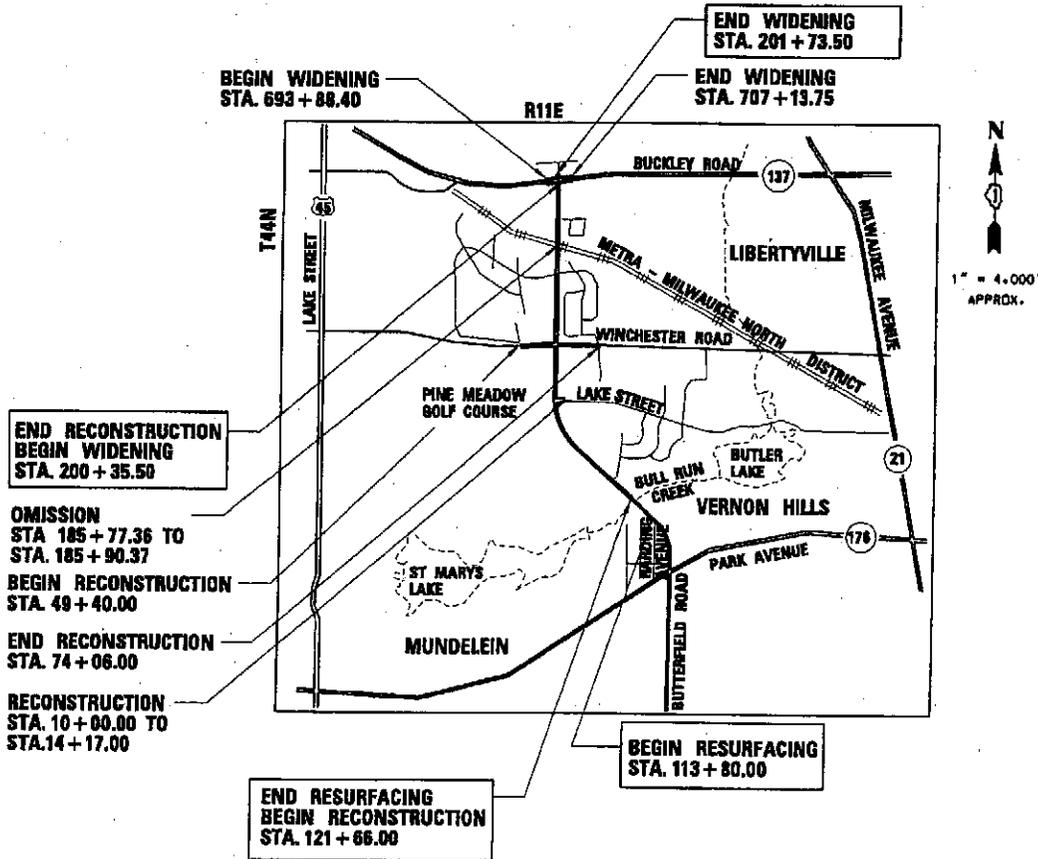
**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**STATE OF ILLINOIS**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF HIGHWAYS**

# PLANS FOR PROPOSED FEDERAL AID HIGHWAY

**FAU 2647 (CH 57 (BUTTERFIELD ROAD))**  
**STP Section No.: 99-00142-07-WR**  
**Project No.: F-0330(042)**

**HARDING AVENUE TO FAP 352 (IL ROUTE 137 (BUCKLEY ROAD))**  
**ROADWAY RECONSTRUCTION & TRAFFIC SIGNAL MODERNIZATION**  
**LAKE COUNTY**  
**JOB No.: C-91-374-04**



**LOCATION MAP**

GROSS LENGTH OF PROJECT=1.685 MILES (8793.5 FEET)  
 NET LENGTH OF PROJECT=1.663 MILES (8780.5 FEET)