

IL Route 60 @ I-94 Interchange Improvement, Agreement for Traffic Signals, Bike Path and Passage Components

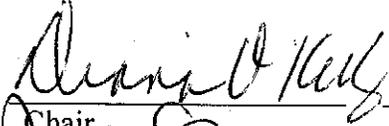
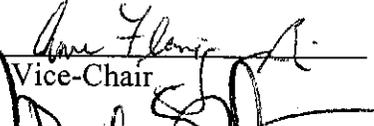
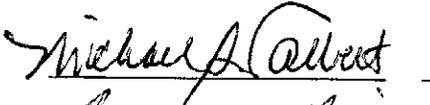
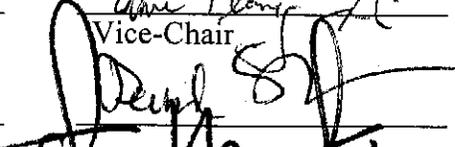
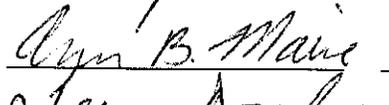
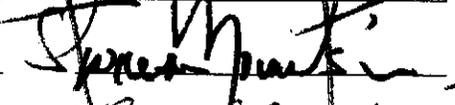
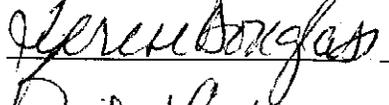
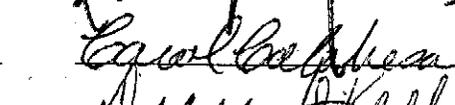
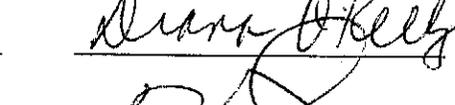
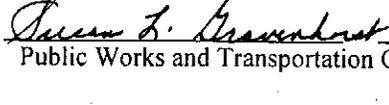
STATE OF ILLINOIS)
) SS Accounts Payable (2) cert.
 COUNTY OF ILLINOIS) Transportation (3) cert.

COUNTY BOARD, LAKE COUNTY, ILLINOIS
 REGULAR JUNE, A.D. 2007 SESSION
 JUNE, 12, A.D. 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution by the Public Works and Transportation Committee and the Financial and Administrative Committee authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between the State of Illinois and Lake County for the traffic signal modernization at the intersection of IL Rte. 60 and Riverwoods Road (County Highway 58), and the addition of a bike path to the bridge carrying IL Rte. 60 over I-94 and relocation of associated Lake County Passage equipment to be performed in conjunction with the State of Illinois' improvement of the IL Rte. 60 interchange at I-94. This resolution also appropriates \$35,000.00 of Motor Fuel Tax funds for the county's portion of this improvement designated as Section 07-00269-01-TL.

We RECOMMEND adoption of this Resolution.

	Aye	Nay		Aye	Nay
	-	-		x	-
Chair			Chair		
	✓	-		✓	-
Vice-Chair			Vice-Chair		
	✓	-		✓	-
	✓	-		x	-
	✓	-		x	-
	-	-		-	-
	✓	-		✓	-
Public Works and Transportation Committee			Financial and Administrative Committee		

RESOLUTION

WHEREAS, the Tri-State Tollway (*I-94*) provides safe and efficient movement of traffic, goods, and services in the northerly and the southerly direction through Lake County; and

WHEREAS, the interchange of IL Rte. 60 and the Tri-State Tollway is a full interchange providing access in all directions; and

WHEREAS, the State of Illinois by and through its Department of Transportation proposes to improve the interchange of IL Rte. 60 at the Tri-State Tollway by replacing the existing IL Rte. 60 bridge with a bridge structure sufficient to provide additional traffic lanes and turn-lanes in each direction along IL Rte. 60; and

WHEREAS, the Lake County 2020 Transportation Priority Plan includes an addition of a Lake County bike path to the bridge carrying IL Rte. 60 over I-94 which will be accomplished as part of the planned improvement at the expense of the State of Illinois.

WHEREAS, the improvements to the interchange of IL Rte. 60 and the Tri-State Tollway will necessitate relocation and modernization of the traffic control signals at the intersection of IL Rte. 60 and Riverwoods Road (*County Highway 58*); and

WHEREAS, the improvements to the interchange will include the relocation of the existing Lake County Passage monitoring camera; and

WHEREAS, the estimated cost of the above-said modernization of traffic control signals and relocation of Passage equipment is \$26,521.00; and

WHEREAS, the State of Illinois and Lake County are desirous of entering into an agreement for the county's portion of the above-said modernization of traffic control signals and relocation of Passage equipment, a draft copy of said agreement 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 directed to execute an agreement pertaining to the financing of the above-named improvement. 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 and grant plan and specification approval to the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that there is hereby appropriated \$35,000.00 of Motor Fuel Tax funds for the county's portion of this improvement designated as Section 07-00269-01-TL

Dated at Waukegan, Illinois
this 12th day of June 2007

Illinois Route 60
State Section: 119R-2
Lake County
Job No.: C-91-230-06
Agreement No.: JN-107-034
Contract No.: 60B01

AGREEMENT

This Agreement entered into this ____ day of ____, 20____ A.D, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the County of Lake of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving Illinois Route 60 at Interstate 94, State Section: 119R-2, by making the following improvements:

Add lanes, bridge reconstruction, consisting of three (3) through traffic lanes in each direction separated by a barrier median, traffic signal modernization on Illinois Route 60 at Riverwoods Boulevard/Riverwoods Road, the I 94 southbound ramps, the I 94 northbound ramps, and at Field Drive/Saunders Road, the existing bridge structure carrying Illinois Route 60 over I 94 will be completely replaced to accommodate the STATE's proposed Illinois Route 60 improvements and the Tollway's I 94 improvements, the width of the bridge deck will be increased from 71'6" out to out to 152' 7" out to out with a minimum 16' 3" vertical clearance, providing 3-12' through traffic lanes in each direction with side-by-side dual left turn lanes separated by a 6' wide barrier

DRAFT

curb median, the south side of the bridge will have a 5' wide raised pedestrian refuge area and a 12" wide concrete parapet topped with a bridge fence, the north side of the bridge will have a 14' wide bike path separated from the through lanes with an F-type barrier wall, the outside of the bike path will have a 12" wide parapet with a bridge fence mounted on top, highway lighting along the I 94 ramps and ramp intersections including the underpass lighting will be relocated, highway lighting will be provided at the intersections of Illinois Route 60 at Riverwoods Boulevard/Riverwoods Road and at Field Drive/Saunders Road, constructing curb and gutter and a storm sewer system for highway drainage, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of minimizing the impact to the traveling public by incorporating the City of Lake Forest's local plans into the STATE's Project, to improve Field Drive with the addition of a second left and right turn lane, the Illinois Route 60 west approach will include an additional left turn lane, the intersection of Field Drive and Illinois Route 60 will be signalized to provide access to new and expanding business in the City, and a right turn lane on Illinois Route 60 from southbound Field Drive to the northbound entrance ramp to I 94; said improvement to be identified as Lake Forest Section No.: 02-00085-00-CH; and

WHEREAS, the COUNTY requests that the STATE include in its contract the relocation of its monitoring camera located on the north side of Illinois Route 60 between the I 94 bridge and the southbound ramp, accommodations for a bike path on the bridge and associated embankment; and

WHEREAS, the STATE has agreed to the COUNTY's request; and

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering costs, subject to reimbursement by the COUNTY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost for this improvement is approximately \$17,000,000.
4. It is further agreed by and between the parties hereto that the COUNTY is financially responsible for 5% of the costs of the traffic signal modernization on Illinois Route 60 at Riverwoods Boulevard/Riverwoods Road and 100% of the costs associated with the relocation of the monitoring camera.

5. The estimated cost of the traffic signals on Illinois Route 60 at Riverwoods Boulevard/Riverwoods Road is \$136,354, and the estimated cost to the COUNTY is \$5,928 and 15% preliminary and construction engineering of \$889, for a total of \$6,817.
6. The estimated cost of the monitoring camera relocation is \$17,134 and 15% preliminary and construction engineering of \$2,570, for a total of \$19,704. The COUNTY is financially responsible for a total estimated cost of \$26,521 towards this improvement.
7. The COUNTY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.

The COUNTY further agrees that upon award of the contract for this improvement, the COUNTY will pay to the STATE in a lump sum from any funds allotted to the COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

The COUNTY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.

8. The COUNTY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
9. The COUNTY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois Route 60 without the consent of the STATE.
10. The COUNTY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. Upon final field inspection of the improvement and so long as Illinois Route 60 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the median and the left-turn and right-turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
12. Upon final field inspection of the improvement, the COUNTY agrees to retain ownership of Riverwoods Road in its entirety.

The COUNTY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois Route 60. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the COUNTY unless there is an agreement specifying different responsibilities.

13. The COUNTY agrees to assume responsibility for the reconstruction and maintenance of the bike path located on the bridge that carries Illinois Route 60 over I 94 and the associated embankment, in its entirety. The COUNTY agrees to indemnify and hold the STATE and its employees harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the bike path.

If in the Future, the STATE adopts a roadway or traffic signal improvement on Illinois Route 60, which requires modification, relocation or reconstruction to said bike path then the COUNTY hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bike path in conjunction with the STATE's proposed improvement.

14. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 60 @ Riverwoods Boulevard /Riverwoods Road		
STATE Share	(100)%	(100)%
COUNTY Share	(0)%	(0)%

It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The STATE agrees to pay the entire cost as billed by the local power company.

The STATE retains the right to control the sequence and timing of the traffic signals.

Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

15. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the COUNTY agrees to be financially responsible for its share of the traffic signal costs in conjunction with the STATE's proposed improvement.
16. The COUNTY agrees to retain ownership of the monitoring camera and all equipment associated with the monitoring system in its entirety.
17. The COUNTY agrees that in the event any work is performed by other than COUNTY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
18. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006600 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is 18 N. County Street, Waukegan, Illinois 60085.

Obligations of the STATE and the COUNTY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

Attest:

County Clerk

(SEAL)

County of Lake

By: _____

Title: Chairman, Lake County Board

Date: _____

Recommended for Execution

By: _____

Lake County Engineer

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Deputy Director of Highways,
Region One Engineer

Date: _____