

Sand Lake Road @ Beck Road; Traffic Signals: Village of Lindenhurst Agreement

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

STATE OF ILLINOIS     )  
   )  
 COUNTY OF LAKE         )

COUNTY BOARD, LAKE COUNTY, ILLINOIS  
 REGULAR SEPTEMBER, A.D. 2005 SESSION  
 SEPTEMBER 13, A.D., 2005

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 between Lake County and the Village of Lindenhurst for the installation of the traffic control signals at the intersection of Sand Lake Road (*County Highway 74*) and Beck Road and designated as Section No. 89-00159-05-CH.

WE RECOMMEND adoption of this Resolution.

	Aye	Nay
<u>Supra O'Kelly</u> ✓	_____	_____
Chair		
_____	_____	_____
Vice-Chair		
<u>Sandy Cole</u> ✓	_____	_____
<u>Ann B. Marier</u> ✓	_____	_____
<u>Ann Flanagan</u> ✓	_____	_____
_____	_____	_____
_____	_____	_____
Public Works and Transportation Committee		

	Aye	Nay
<u>[Signature]</u> x	_____	_____
Chair		
<u>[Signature]</u> x	_____	_____
Vice-Chair		
<u>Ann Flanagan</u> ✓	_____	_____
<u>Robert [Signature]</u>	_____	_____
<u>Cayol Calabrese</u> ✓	_____	_____
<u>Stacy G. [Signature]</u> ✓	_____	_____
<u>[Signature]</u> x	_____	_____
Financial and Administrative Committee		

## RESOLUTION

**WHEREAS**, Sand Lake Road (*County Highway 74*), is a designated route on the county highway system; and

**WHEREAS**, Lake County and the Village of Lindenhurst are desirous of installing traffic control signals, street lights, and an emergency vehicle pre-emption system at the intersection of Sand Lake Road and Beck Road; and

**WHEREAS**, said intersection improvements will be beneficial to Lake County and the Village of Lindenhurst; and

**WHEREAS**, Lake County and the Village of Lindenhurst are desirous of entering into an agreement for the above-said intersection improvements, 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 are authorized, and they are directed to execute an agreement pertaining to the financing to 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** this improvement is designated as Section No. 89-00159-05-CH.

Dated at Waukegan, Illinois  
this 13<sup>th</sup> day of September 2005

<b>Local Agency:</b>  <b>Village of Lindenhurst</b>	<b>County of Lake, Illinois</b>  <b>Intergovernmental agreement for County Participation</b>	<b>COUNTY Construction Contract</b> <b>COUNTY Section Number:</b>  <b>89-00159-05-CH</b>
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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) Sand Lake Road  
Project Limits at Beck Road

**Project Description**

The installation of traffic control devices, street lights and an emergency vehicle pre-emption system at the intersection of Sand Lake Road and Beck Road, and the performance of all work necessary to complete the project in accordance with the approved plans, specifications and estimates. Said approved plans, specifications and estimates by reference herein are hereby made a part hereof.

**Division of Cost**

Type of Work	County	%	LA	%	Total
Traffic Signals -- Construction	\$ 86,667	66.7	\$ 43,333	33.3	\$ 130,000
Energy		0		100	
Maintenance		66.7		33.3	
Future Costs		66.7		33.3	
Design Engineering (7%)	\$ 6,067	66.7	\$ 3,033	33.3	\$ 9,100
Construction Engineering (10%)	\$ 8,667	66.7	\$ 4,333	33.3	\$ 13,000
<b>Totals</b>	<b>\$ 101,400</b>		<b>\$ 50,700</b>		<b>\$ 152,100</b>

**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.

**Agreement Provisions**

**Section A.**

THE LOCAL AGENCY AGREES:

- 1 That upon award of the construction contract, 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 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.

**Section B.**

THE COUNTY AGREES:

- 1 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 and estimates, and construction contract letting documents in accordance with the Motor Fuel Tax standards, as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation, receive bids, award the construction contract, provide construction engineering supervision and construct the project in accordance with the approved plans, specifications and estimates.
- 2 To maintain, or cause to be maintained, the traffic control signal devices, street lights and emergency vehicle pre-emption systems, hereinafter referred to as the TRAFFIC SIGNALS, located at the intersection of Sand Lake Road and Beck Road subject to reimbursement by the LA in accordance with the percentages listed in the Division of Cost.

**Section C.**

IT IS MUTUALLY AGREED:

- 1 That the LA shall reimburse the COUNTY for one hundred percent (100%) of its obligation incurred under This Agreement for the maintenance and repair of the TRAFFIC SIGNALS, located at the intersection of Sand Lake Road and Beck Road. The LA further agrees that the amount of said reimbursement to the COUNTY for the cost of maintaining said TRAFFIC SIGNALS shall include the costs of the communications services associated with said TRAFFIC SIGNALS.
- 2 That from time to time said 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 said FUTURE COSTS associated with said FUTURE WORK in accordance with the percentages contained in the Division of Cost. 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.
- 3 That upon satisfactory completion of the project, the TRAFFIC SIGNALS at the intersection of Sand Lake Road and Beck Road shall become the sole and exclusive property of the COUNTY.
- 4 That the COUNTY's electrical maintenance contractor, as well as any maintenance prices may change at any time without prior notice to the LA. The LA further agrees that by executing This Agreement, the LA concurs in the award of the electrical maintenance contract by the COUNTY in accordance with the standard policies and procedures as adopted and used by the COUNTY.
- 5 That the LA shall pay one hundred percent (100%) of all energy costs required for the operation of the TRAFFIC SIGNALS. Said energy costs shall be paid directly to the utility company providing the energy for the operation of said TRAFFIC SIGNALS.
- 6 That any payments to the COUNTY in accordance with the provisions of This Agreement shall be made in a lump sum amount for the full amount of any invoice billings within thirty (30) days of the receipt of invoice billings from the COUNTY.
- 7 That the COUNTY shall have the sole and exclusive right to control and regulate the sequence and all other aspects of phasing and timing of the TRAFFIC SIGNALS.

- 8 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.
- 9 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 LA (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 LA is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
- 10 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.
- 11 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.
- 12 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.
- 13 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.
- 14 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.
- 15 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.
- 16 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.
- 17 That This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 18 That This Agreement shall remain in full force and effect for such a period of time as the TRAFFIC SIGNALS at the intersection of Sand Lake Road and Beck Road remain in place, in use and in operation.

19 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.

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**Addenda**

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

**No addenda attached**

(Insert addendum numbers and titles as applicable)

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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: James Betustah

By: \_\_\_\_\_  
Chair, Lake County Board

Title: President

Date: 8/8/2005

Date: \_\_\_\_\_

Attest: Cindy Springer

Attest: \_\_\_\_\_  
Clerk, Lake County

Title: Deputy Clerk

Recommended for Execution

\_\_\_\_\_  
County Engineer/ Director of Transportation