

Accounts Payable (2) cert.
Transportation (3) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR JUNE, A.D., 2008 SESSION
JULY 08, A.D. 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement between Lake County and the City of North Chicago for the improvements to be made to Martin Luther King, Jr. Drive (*County Highway 54*) from IL Rte. 131 to IL Rte. 137. This resolution appropriates \$3,400,000 of ¼% Sales Tax for Transportation and Public Safety funds for the county's portion of the improvement designated as Section 08-00124-09-PV.

We **RECOMMEND** adoption of this Resolution.

Respectfully submitted,

	Aye	Nay		Aye	Nay
<u>Deann O'Kelly</u> ✓			<u>[Signature]</u> X		
Chair			Chair		
<u>[Signature]</u> ✓			<u>[Signature]</u> ✓		
Vice-Chair			Vice-Chair		
<u>Ann B. Mann</u> ✓			<u>[Signature]</u> ✓		
<u>Shereen Douglas</u> ✓			<u>[Signature]</u> X		
<u>Angela L. Scaramiento</u> ✓			<u>Carol Calabrese</u> ✓		
<u>[Signature]</u> ✓			<u>Deann O'Kelly</u> ✓		
			<u>[Signature]</u> ✓		

Public Works and Transportation Committee

Financial and Administrative Committee

RESOLUTION

WHEREAS, Dr. Martin Luther King, Jr. Drive (*County Highway 54*) is a designated route on the county highway system; and,

WHEREAS, in order to provide for the free flow of traffic and ensure the safety of the motoring public, Lake County and the City of North Chicago propose to reconstruct and widen Dr. Martin Luther King, Jr. Drive from IL Rte. 131 to IL Rte. 137 and designated as Section 08-00124-09-PV; and,

WHEREAS, the City of North Chicago is in the process of securing federal highway funds administered thru the Illinois Department of Transportation (*IDOT*) for said improvement via formal agreement with IDOT; and,

WHEREAS, Lake County and the City of North Chicago are desirous of entering into an agreement for the above-said improvements, 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 be authorized, and they are hereby directed to execute an agreement pertaining to the financing of the above-said improvement for the reconstruction and widening of Dr. Martin Luther King, Jr. Drive. 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 8th day of July 2008

Local Agency: City of North Chicago	County of Lake, Illinois Intergovernmental Agreement for County Participation in a Project Involving Federal Funds	COUNTY Section: 08-00124-09-PV Illinois Dept. of Transportation Section: 03-00159-00-PV
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This Agreement is made and entered into this _____ day of _____, 20_____ 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, a division of an Illinois Municipal Corporation or a 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): Martin Luther King, Jr. Drive (County Highway 54)
Project Limits: IL Route 131 to IL Route 137

Project Description

The reconstruction of the Martin Luther King, Jr. Drive pavement between IL Route 131 and IL Route 137, the installation of traffic signal interconnect, storm sewer replacement, sanitary sewer replacement, watermain replacement, street lights, and performing all work necessary to complete the improvement in accordance with the approved plans, specifications and estimates. Said plans, specifications and estimates by reference herein are hereby made a part hereof.

Division of Cost

Type of Work	FHWA	%	COUNTY	%	LA	%	Total
Participating Construction	\$ 6,341,867	70	\$ 2,717,943	30			\$ 9,059,810
Non-Participating Construction					\$ 3,919,100	100	\$ 3,919,100
Participating Const. Eng.	\$ 579,795	70	\$ 248,483	30			\$ 828,278
Non-Participating Const. Eng.					\$ 352,700	100	\$ 352,700
Right-of-way					\$ 160,000	100	\$ 160,000
Totals	\$ 6,921,662		\$ 2,966,426		\$ 4,431,800		\$ 14,319,888

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.

Agreement Provisions

Section A.

THE LOCAL AGENCY 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, construction contract letting 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, hereinafter the STATE, and in accordance with procedures approved and/or required by the Federal Highway Administration, hereinafter FHWA, provide construction engineering supervision and construct the project in accordance with the approved plans, specifications and estimates.
- 2 To enter into a joint agreement with the STATE to improve the heretofore designated location 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 FHWA.
- 3 To acquire, if applicable, or cause to be acquired, in its name, or in the name of the COUNTY, if on the COUNTY highway 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 LA 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.
- 4 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.
- 5 To maintain, or cause to be maintained, at no cost to the COUNTY, all municipal facilities, as defined in the LAKE COUNTY HIGHWAY 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 That upon award of the construction contract by the STATE, the COUNTY will pay to the LA within thirty (30) days of the receipt of an invoice from the LA, 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 LA within thirty (30) days of the receipt of an invoice, in a lump sum, the remainder of the COUNTY's obligation upon completion of the project based upon final costs for actual work performed.
- 2 To assume the full and complete maintenance responsibilities of Martin Luther King, Jr. Drive upon the completion and acceptance by the COUNTY's County Engineer of all the improvements contemplated herein.

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 It is mutually agreed 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.
- 3 It is mutually agreed 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 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 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 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 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 11 This Agreement shall be considered null and void in the event that the construction contract 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.

No Addenda Attached

(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: *Leon Buckingham Jr.*

By: _____
Chair, Lake County Board

Title: MAYOR

Date: 5/6/08

Date: _____

Attest: *Joni L. Collins*

Attest: _____
Clerk, Lake County

Title: City Clerk

Recommended for Execution

County Engineer/
Director of Transportation