

FAP Route 334 (US 12/IL. 59)
State Section: OR-N
Lake County
Job No. C-91-656-10
Agreement No. JN-112-001
Contract No.: 60L20

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 insure safety to the motoring public, is desirous of improving approximately 0.13 miles (676 feet) of US Route 12 / IL. Route 59, (FAP Route 334, STATE Section OR-N) from approximately 357 feet south of Bonner Road and extending in a northerly direction approximately 317 feet north of Bonner Road in Lake County by widening the existing pavement, and milling and resurfacing US Route 12/IL Route 59 within the project limits and on Bonner Road back to the radius returns, providing one 12 foot left turn lane and two 12 foot through traffic lanes in each direction on US Route 12/IL Route 59 at the intersection approaches with an additional 12 foot right turn lane provided at the north approach to Bonner Road, and one 12 foot and variable left turn lane with one 12 foot and variable combination right turn/through traffic lane provided in each direction on Bonner Road separated by thermoplastic pavement marking. Also to be included as part of this contract shall be the removal and replacement (modernization) of the existing traffic signal installation at the intersection of US Route 12/IL Route 59 with Bonner

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Road complete with emergency vehicle pre-emption equipment, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; 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 and cost proration for this improvement is as shown on Exhibit A.
4. 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 B" and made a part hereof.

5. 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 B" proves to be insufficient, to cover said cost.

6. 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.
7. 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 shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 38 @ Meredith 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 their proportionate share of this 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.

8. 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, the COUNTY agrees to be financially responsible for its share of all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.

9. 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.

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.

LAKE COUNTY

By: _____
Signature

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Deputy Director of Highways,
Region One Engineer

Date: _____

**Exhibit A
ESTIMATE OF COST & PARTICIPATION**

Type of Work	FEDERAL		STATE		COUNTY		DISTRICT		TOTAL
	COST	%	COST	%	COST	%	COST	%	
All roadway work excluding the following:									
P&C Engineering (15%)	\$ 176,000	80%	\$ 44,000	20%	\$	N/A %	\$	N/A %	\$ 220,000
	\$ 26,400	80%	\$ 6,600	20%	\$	N/A %	\$	N/A %	\$ 33,000
TRAFFIC SIGNALS									
US 12 / IL 59 @ Bonner Road	\$ 224,000	80%	\$ 28,000	10%	\$ 28,000	10%	\$	N/A %	\$ 280,000
P&C Engineering (15%)	\$ 33,600	80%	\$ 4,200	10%	\$ 4,200	10%	\$	N/A %	\$ 42,000
Emergency Vehicle Preemption Equip.	\$	N/A %	\$	N/A %	\$	N/A %	\$ 6,000	100%	\$ 6,000
P&C Engineering (15%)	\$	N/A %	\$	N/A %	\$	N/A %	\$ 900	100%	\$ 900
TOTAL	\$ 460,000		\$ 82,800		\$ 32,200		\$ 6,900		\$ 581,900

*Note: The COUNTY's participation shall be predicated on the percentages shown above for the specified work. The COUNTY's cost shall be determined by multiplying the final quantities times contract unit price plus 15% for construction and preliminary engineering.