

FAP Route 305
U.S. Route 14 (Northwest Highway)
State Section: 24R-N-2
Lake County
Job No.: C-91-443-10
Agreement No.: JN-112-011
Contract No.: 60K17

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 836 lineal feet (0.158 miles) of U.S. Route 14 (Northwest Highway), at its intersection with Kelsey Road through the Village of Lake Barrington, known as FAP Route 305, U.S. Route 14 (Northwest Highway), STATE Section 24 R-N-2, State Job Number: C-91- 443-10, by milling the existing pavement, constructing portland cement concrete base course widening in the northwest quadrant of the intersection, removing and replacing the existing traffic signals (signal modernization) including the installation of an emergency vehicle pre-emption system, resurfacing the pavement with hot-mix asphalt surface course, placement of thermoplastic pavement markings, 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;

DRAFT

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.

The COUNTY further agrees that upon award of the contract for this improvement, the COUNTY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS 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.

5. 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.

6. 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 US Route 14 without the consent of the STATE.

7. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

8. 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.

9. Upon final field inspection of the improvement and so long as Northwest Highway (US Route 14) is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained U.S. Route 14 in its entirety

10. Upon final field inspection of the improvement, the COUNTY 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 US Route 14 (Northwest Highway). 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.

11. 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 signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
U.S. Route 14 @ Kelsey 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 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.

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.

COUNTY OF LAKE

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

COUNTY Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Diane M. O'Keefe
Deputy Director of Highways,
Region One Engineer

Date: _____

Exhibit A
ESTIMATE OF COST & PARTICIPATION

Type of Work	FEDERAL		STATE		COUNTY		VILLAGE		TOTAL	
	COST	%	COST	%	COST	%	COST	%	COST	%
All roadway work excluding the following:										
P&C Engineering (15%)	\$ 280,000	80%	\$ 70,000	20%	\$	N/A%	\$	N/A%	\$ 350,000	
TRAFFIC SIGNALS										
Modernization at US 14 at Kelsey Road	\$ 224,000	80%	\$ 28,000	10%	\$ 14,000	5%	\$ 14,000	5%	\$ 280,000	
P&C Engineering (15%)	\$ 33,600	80%	\$ 4,200	10%	\$ 2,100	5%	\$ 2,100	5%	\$ 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	\$ 579,600		\$ 112,700		\$ 16,100		\$ 23,000		\$ 731,400	

*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.