

FAP Route 334
State Section: TR-TS
County: Lake
Job No. :C-91-490-12
Agreement No.: JN-113-061
Contract No.: 60T88

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 Lake County Board acting through its Lake County Department of
Transportation, 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 approximately 1,468 feet of U.S.
Route 12, FAP Route 334, STATE Job No.: C-91-490-12, State Contract Number:
60T88, STATE Section: TR-TS, by widening, resurfacing, and reconstructing
US Route 12 at Old McHenry Road as follows:

The general scope of work for this improvement consists of realigning the
southbound left turn lane on US Route 12 to improve sight distance and extending
the left turn lane to increase storage. The improvement will also include traffic signal
modernization. The existing/proposed cross section for the northbound lanes
consists of a 10' outside shoulder, two 11" thru lanes, a variable width inside
shoulder to be replaced with a 6"HMA shoulder bordered by curb and gutter. There
is also an existing 11' northbound right turn lane onto Old McHenry Road. The

DRAFT

existing southbound cross section consists of a 10' outside shoulder, two 11' thru lanes, a 11" left turn lane onto Old McHenry Road and a variable width inside shoulder. The proposed southbound cross section will include adding a 12" painted median and widening (burying the existing ditch) for a 12" left turn lane with extra storage bordered by curb and gutter, 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 cost 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.
6. 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.
7. 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.
8. 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 12 without the consent of the STATE.
9. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. All COUNTY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this

Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

11. The COUNTY agrees to obtain from the STATE an approved permit for any COUNTY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.

12. Upon final field inspection of the improvement and so long as US Route 12 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained US Route 12 in its entirety.

13. Upon final field inspection of the improvement and so long as Old McHenry Road is used as a COUNTY Highway, the COUNTY agrees to maintain or cause to be maintained Old McHenry Road in its entirety.

14. Upon acceptance by the STATE of the existing traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the COUNTY on April 04, 2005.

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: _____
John Fortmann, P.E.
Acting Deputy Director
Region One Engineer

Date: _____

Job No.: C-91-490-12
Agreement No.: JN-113-061

**Contract 60T88 EXHIBIT A
ESTIMATE OF COST & PARTICIPATION**

Type of Work	FEDERAL		STATE		LAKE COUNTY		WAUCONDA FIRE PROTECTION DISTRICT		TOTAL
	COST	%	COST	%	COST	%	COST	%	
All roadway work excluding the following	\$378,000	90%	\$42,000	10%		N/A%		N/A%	\$420,000
P&C Engineering (15%)	\$56,700	90%	\$6,300	10%		N/A%		N/A%	\$63,000
TRAFFIC SIGNALS									
US Route 12 at Old McHenry Road	\$91,170	90%	\$6,787	6.7%	\$3,343	3.3%		N/A%	\$101,300
P&C Engineering (15%)	\$13,676	90%	\$1,018	6.7%	\$501	3.3%		N/A%	\$15,195
Emergency Vehicle Pre-Emption	\$0	N/A%	\$0	N/A%			\$3,000	100%	\$3,000
P&C Engineering (15%)	\$0	N/A%	\$0	N/A%			\$450	100%	\$450
TOTAL	\$539,546		\$56,105		\$3,844		\$3,450		\$602,945

NOTE: Participation shall be predicated upon the percentages shown above for the specified work. Estimated costs shall be updated upon award of the contract for the improvement, using contract unit prices and quantities. Final costs shall be determined by multiplying the final quantities times contract unit prices, plus 15% for construction engineering unless otherwise noted.