

U.S. Route 45  
Lake County  
Job No. P-91-388-10  
Agreement No. JN-111-578

### 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 COUNTY in order to facilitate the free flow of traffic and insure safety to the motoring public, the COUNTY is currently preparing a preliminary engineering and an environmental (Phase 1) study of U.S. Route 45 from Illinois Route 132 to Illinois Route 173; and

WHEREAS, the STATE requests that the COUNTY's expand the limits of the COUNTY's current Environmental Study and;

WHEREAS, the COUNTY has agreed to the STATE's request; and

WHEREAS, the COUNTY and the STATE is desirous of the 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:

**DRAFT**

1. The COUNTY agrees to prepare the preliminary engineering and the STATE's requested expanded environmental study.
2. The COUNTY agrees to pay for all engineering costs, subject to reimbursement by the STATE as hereinafter stipulated.
3. The STATE agrees to reimburse the COUNTY for the STATE's requested expanded environmental study up to a maximum amount of \$ 313,000.
4. Upon execution of this AGREEMENT and receipt of an invoice from the COUNTY, the STATE will pay COUNTY 100% its share of its costs as herein stipulated above.
5. The COUNTY shall maintain, for a minimum of 3 years after the completion of the IMPROVEMENT, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the IMPROVEMENT shall be available for review and audit by the Auditor General and the Department. The COUNTY agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

7. The COUNTY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
  
8. The COUNTY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The COUNTY shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the COUNTY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the STATE deems appropriate.

Obligations of the STATE and 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

Attest:

\_\_\_\_\_

Clerk

\_\_\_\_\_

(Print)

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

(SEAL)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Print or Type

Title: \_\_\_\_\_

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

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Gary Hannig  
Secretary of Transportation

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

By: \_\_\_\_\_  
Christine M. Reed, P.E.  
Director - Division of Highways  
Chief Engineer

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

By: \_\_\_\_\_  
Matthew R. Hughes  
Acting Director - Finance & Administration

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

By: \_\_\_\_\_  
Ellen J. Schanzle-Haskins  
Chief Counsel

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