

DRAFT

FAP 333 IL 120
IL 120 at O'Plaine Rd
State Section: FAP 333 21 Intersection
County: Lake
Job No. : D-91-110-22
Contract No.:62R18
Agreement No.: JN-123-015

AGREEMENT

This Agreement entered into this _____ day of _____, 2023 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 ensure safety
to the motoring public, is desirous of improving approximately 3,068 lineal feet of
FAP Route 333, Illinois 120 at O'Plaine Road, identified as STATE Job No.: D-91-
110-22, Contract Number 62R18, STATE Section No. FAP 333 21 Intersection, as
follows:

The general scope of work consists of the traffic signal modernization and roadway
widening to provide dual left turn lanes along IL 120. Other work includes a new
sidewalk along east side of O'Plaine Road and all other work necessary to complete
the improvement in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY has requested that the STATE include in its contract the replacement of the interconnect/fiber, and

WHEREAS, the STATE has agreed to the COUNTY's request, 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 partial 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 attached hereto and made a part hereof.
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 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 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.
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. Upon acceptance by the STATE of the traffic signal work included herein at IL 120 and O'Plaine Road, the responsibility for the maintenance and energy shall continue as shown in the current Agreement executed by the STATE and the COUNTY.
9. 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.

10. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the COUNTY agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said.

11. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including the new interconnect/fiber and COUNTY owned utilities including appurtenances thereto in accordance with Master Agreement between the STATE and the COUNTY for installation and perpetual maintenance of interconnected traffic control signal equipment and systems at intersections under the jurisdiction of the State of Illinois executed on April 4, 2005.

12. The COUNTY shall not be responsible for owning/maintaining of the new and existing sidewalks and shared use path on the east side of O'Plaine Road from IL 120 to Eastwood Ave, as that responsibility will be taken by Waukegan and Gurnee as stated and approved in their LOU and IGA respectively.

13. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Lake County, IL
18 N. County Street
Waukegan, IL 60085

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)

Attest:

Clerk

(SEAL)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

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PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 333, Illinois 120, State Section No: FAP 333 21 Intersection, Contract No. 62R18, the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

EXHIBIT A
ESTIMATE OF COST Contract 62R18

	FEDERAL		STATE		Village of Gurnee		Lake County		TOTAL
Type of Work	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$1,014,300	90%	\$112,700	10%					\$1,127,000
P&C Engineering (15%)	\$152,145	90%	\$16,905	10%					\$169,050
TRAFFIC SIGNALS									
IL 120 @ O'Plaine Rd	\$385,200	90%	\$21,400	5%			\$21,400	5%	\$428,000
P&C Engineering (15%)	\$57,780	90%	\$3,210	5%			\$3,210	5%	\$64,200
Emergency Vehicle Pre-emption System					\$10,350	100%			\$10,350
P&C Engineering (15%)					\$1,553	100%			\$1,553
Shared Use Path - East side of O'Plaine Rd	\$8,818	90%	\$980	10%					\$9,798
P&C Engineering (15%)	\$1,323	90%	\$147	10%					\$1,470
Lighting	\$151,200	90%	\$16,800	10%					\$168,000
P&C Engineering (15%)	\$22,680	90%	\$2,520	10%					\$25,200
Temporary Traffic Signal	\$31,500	90%	\$1,750	5%			\$1,750	5%	\$35,000
P&C Engineering (15%)	\$4,725	90%	\$263	5%			\$263	5%	\$5,250
Interconnect/Fiber							\$100,000	100%	\$100,000
P&C Engineering (15%)							\$15,000	100%	\$15,000
TOTAL	\$1,829,671		\$176,674		\$11,903		\$141,623		\$ 2,159,870

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

Exhibit B
FUNDING RESOLUTION