

FAI Route 94
Interstate Route 94
State Section: 49-1(HB & HB-1) R
Lake County
Job No. : D-91-019-11
Contract No.: 60L76
Agreement Number: JN-112-031

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 the reconstruction and widening of Russell Road including the bridges over NB and SB I-94, reconstruction of entrance/exit ramps to Russell Road as well as a portion of the adjacent frontage road to the east of I-94, construction of a multi-use path along the south side of Russell Road, installation of roadway lighting, temporary traffic signal at IL-173 and I-94 and resurfacing of Mill Creek Road decorative upgrades on Russell road 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:

DRAFT

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 and the STATE have agreed to the jurisdictional transfer of the portion of highway described in the Local Agency-State Jurisdictional Transfer document, attached hereto as "Exhibit C" and made a part hereof.
5. 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.
6. 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 DEPARTMENT 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 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.
8. The COUNTY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, approving the plans and specifications as prepared.
9. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. 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.
11. Upon final field inspection of the improvement and so long as Interstate Route 94 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained Interstate Route 94 in its entirety except as noted hereinafter. Upon final field inspection of the improvement and jurisdictional transfer of Russell Road to the COUNTY, the STATE shall be responsible for the maintenance of the bridge structure elements below the top of beams on State bridge Structure Numbers 049-0078 and 049-0089.

12. Upon final field inspection of the improvement and jurisdictional transfer of Russell Road to the COUNTY, the COUNTY agrees to maintain or cause to be maintained, Russell Road from the east edge of Old Skokie Highway to approximately 2,405 lineal feet to the east (end of current State jurisdiction), in its entirety. Upon final field inspection of the improvement and jurisdictional transfer of Russell Road to the COUNTY, the COUNTY shall be responsible for the maintenance of the bridge structure elements located above the top of beams on State Bridge Structure Numbers 049-0078 and 049-0089.

The COUNTY further 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. 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.

13. The COUNTY agrees to assume responsibility for the maintenance of the bike path located at along the south side of Russell Road, in its entirety. The COUNTY agrees to indemnify and hold the STATE and its employees harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the bike path.

If in the future , the STATE adopts a roadway or traffic signal improvement at the Interstate Route 94 at Russell road interchange which requires modification, relocation or reconstruction to said bike path, then the COUNTY hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said bike in conjunction with the STATE's proposed improvement.

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

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
William R. Frey, P.E.

Interim Director of Highways/Chief Engineer

Date: _____

Attest:

Clerk

(SEAL)

**Exhibit A
ESTIMATE OF COST & PARTICIPATION**

Type of Work	STATE		COUNTY		VILLAGE		TOTAL
	COST	%	COST	%	COST	%	
All roadway work excluding the following:	\$ 11,500,000	100%	\$	NA %	\$	NA %	\$ 11,500,000
P&C Engineering (15%)	\$	%	\$	NA %	\$	NA %	\$ 1,7250,000
OTHER WORK							
Multi-Use Path	\$ 56,000	80%	\$ 14,000	20%	\$	NA %	\$ 70,000
Ornamental Fence Upgrade	\$	NA%	\$ 20,000	100%	\$	NA %	\$ 20,000
Bridge Fence (Sidewalk) Upgrade	\$	NA %	\$ 15,000	100%	\$	NA %	\$ 15,000
Parapet railing Upgrade	\$	NA %	\$ 10,000	100%	\$	NA %	\$ 10,000
Stamped/Colored Median Surface	\$	NA %	\$ 121,500	100%	\$	NA %	\$ 121,500
Upgraded median on Bridge deck	\$	NA %	\$ 6,000	100%	\$	NA %	\$ 6,000
County Standard Mailbox Turnouts	\$	NA%	300	100%		NA%	
Additional Mill Creek Road Resurfacing requested by Village	\$	NA %	\$	NA %	\$ 37,000	100%	\$ 37000
SUBTOTAL	\$ 11,556,000		\$ 186,500		\$ 37,000		11,779,500
Preliminary and Construction Engineering (15%)	\$ 1,733,400		\$ 27,975		\$ 5,550		\$ 1,766,925
TOTAL	\$ 13,289,400		\$ 214,475		\$ 42,550		\$ 13,546,425

*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.



Local Agency		Type of Systems Transfer	
Municipality:	Lake County	Type 1 From: State Highway System To: Local Highway System	Type 2 From: Local Highway System To: State Highway System
Township/Road District:			
County:	Lake	Indicate Type of Systems Transfer: Type 1	
Section Number:	49-1(HB & HB-1) R		

The above local agency, and the State of Illinois, acting by and through its Department of Transportation, agree to transfer the jurisdiction of the designated location in the manner indicated above under **Type of Systems Transfer**.

Location Description

Name Russell Road Route _____ Length approx. 2,405 L.F. (0.455 mile)
 Termini From the east edge of pavement of Old Skokie Highway to approx. 2,405 lineal feet to the east (end of current State jurisdiction), in its entirety. _____ in its entirety _____

This transfer does does not include Structure No. _____

The transfer does does not include a transfer to land rights (4-508). If it does, attach letter of intent approved by the Department.

WHEREAS, the authority to enter into this contract is granted the STATE by Section 4-409 of the Illinois Highway Code and the authority to make changes in the State Highway System is granted the State under Section 2-101 of the Illinois Highway Code.

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the ordinance as Addendum No. 2, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1 and a copy of the resolution as Addendum No. 2, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code and said Highway Commissioner shall attach hereto and make a part hereof a copy of a location map as Addendum No. 1, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective 21 calendar days after:

(check one)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Final Inspection by the State (Type 1) | <input type="checkbox"/> Execution of Agreement |
| <input type="checkbox"/> Acceptance by the State | <input type="checkbox"/> Approval of Land Conveyance |
| | <input type="checkbox"/> Other: _____ |

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this jurisdictional transfer.

Supplement Addendum No. 1 (Location Map) and Location No. 2 (Ordinance)
(Insert supplement numbers of letters and page numbers, if applicable.)

IT IS FURTHER AGREED, that the provisions of this jurisdictional transfer shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

EXHIBIT C
ADDENDUM NO. 1
LOCATION MAP

Limits of Jurisdictional Transfer

