

DRAFT

FAP Route 541 IL Route 132
West of Sheehan Drive to Munn Road
State Section: A-W&RS-2
Lake County
Job No. : C-91-116-17
Contract No.: 62D86
Agreement No.: JN-121-020

AGREEMENT

This Agreement entered into this _____ day of _____, 2021 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, acting by and through its DIVISION OF TRANSPORTATION,
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 FAP Route 541, Illinois Route
132, STATE Section A-W&RS-2, STATE Job No.: C-91-116-17, State Contract
Number 62D86, COUNTY Section 21-00087-08-WR by widening and resurfacing
from Sheehan Drive to Munn Road, removal and replacement of the dry land bridge
between Victory Drive and Munn Road, traffic signal improvements at the Illinois
Route 132 intersections with Munn Road and Deep Lake Road, improving the storm
sewer system for highway drainage 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 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.

The COUNTY further agrees, that upon award of the contract for this improvement and receipt of an invoice, 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 and receipt of an invoice, based upon final costs.

5. 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.
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 Illinois Route 132 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 or COUNTY.
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. 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).

10. 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.
11. Upon final field inspection of the improvement and so long as Illinois Route 132 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
12. The COUNTY agrees to continue its existing maintenance responsibilities on its leg of Deep Lake Road and all other 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 Illinois Route 132. 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. Upon acceptance by the STATE of the traffic signal work at IL 132 and Deep Lake Road included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall continue in accordance with our Reciprocity Agreement.
14. 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

15. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the COUNTY agrees to be financially responsible for its share of the traffic signals in conjunction with the STATE's proposed improvement.

16. 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.

17. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 36-6006600 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Lake County Division of Transportation

600 West Winchester Road

Libertyville, IL 60048

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:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR EXECUTION

By: _____

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

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 132 between Sheehan Drive and Munn Road, known as FAP Route 541, IL Route 132, State Job Number C-91-116-17, State Section A-W&RS-2, Contract Number 62D86, 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 62D86**

Type of Work	FEDERAL		STATE		LAKE COUNTY		LAKE VILLA FIRE PROTECTION DISTRICT		VILLAGE OF LAKE VILLA		VILLAGE OF LINDENHURST		TOTAL
	\$	%	\$	%	\$	%	\$	%			\$	%	\$
All roadway work excluding the following:	\$12,495,200	80%	\$3,123,800	20%									\$15,619,000
P&C Engineering (15%)	\$1,874,280	80%	\$468,570	20%									\$2,342,850
PEDESTRIAN ACCOMMODATIONS													
8 foot wide Shared-use path North side	\$132,800	80%									\$33,200	20%	\$166,000
P&C Engineering (15%)	\$19,920	80%									\$4,980	20%	\$24,900
5 foot wide Sidewalk South side	\$448,000	80%									\$112,000	20%	\$560,000
P&C Engineering (15%)	\$67,200	80%									\$16,800	20%	\$84,000
TRAFFIC SIGNALS													
IL 132 at Munn Road	\$33,600	80%	\$8,400	20%									\$42,000
P&C Engineering (15%)	\$5,040	80%	\$1,260	20%									\$6,300
IL 132 at Deep Lake Road	\$128,000	80%	\$16,000	10%	\$8,000	5%			\$8,000	5%			\$160,000
P&C Engineering (15%)	\$19,200	80%	\$2,400	10%	\$1,200	5%			\$1,200	5%			\$24,000
Relocate Emergency Vehicle Pre-emption System								\$3,000	100%				\$3,000
P&C Engineering (15%)								\$450	100%				\$450
UTILITIES													
Watermain Relocation	\$452,000	80%	\$113,000	20%									\$565,000
Sanitary Sewer Relocation	\$124,000	80%	\$31,000	20%									\$155,000
Temporary Watermain Support										\$65,000	100%		\$65,000
Construction Engineering (10%)										\$6,500	100%		\$6,500
Fire Hydrant Relocation										\$15,000	100%		\$15,000
P&C Engineering (15%)										\$2,250	100%		\$2,250
Credit for watermain design										-\$42,375	100%		\$42,375
Credit for sanitary sewer design										-\$11,625	100%		\$11,625
TOTAL	\$15,799,240		\$3,764,430		\$9,200		\$3,450		\$9,200		\$201,730		\$19,787,250

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