

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, is desirous of improving the intersection of Illinois Route 60 at Peterson Road hereinafter called the IMPROVEMENT; and

WHEREAS, the COUNTY requests that the STATE's financial participate in the IMPROVEMENT and;

WHEREAS, the STATE has agreed to the COUNTY'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:

1. The COUNTY agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering

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inspection during construction and cause the IMPROVEMENT to be built in accordance with the approved plans, specifications and contract.

2. The COUNTY agrees to pay for all right of way, construction and engineering costs, subject to reimbursement by the STATE as hereinafter stipulated.
3. The STATE agrees to reimburse the COUNTY for the right of way and construction costs associated with the Illinois Route 60 portion of the IMPROVEMENT up to a maximum AMOUNT of \$ 2,500,000.
4. The COUNTY agrees to obtain the necessary right of way in accordance with the following requirements:
 - A. Right of way along Illinois Route 60 shall be acquired in the name of the STATE on standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.
 - B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right of way, the consideration for which exceeds \$10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right of way acquired for the project where the consideration is \$10,000 or less. In the event acquisition of the right of way is by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by him.
 - C. Cost of the right of way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and

payments, property management and such legal service as may be necessary to acquire said right of way.

- D. All parties engaged in the acquisition of the right of way shall be approved in advance by the STATE.
 - E. Any phase of the STATE's Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and are subject to prior approval of the Division Administrator of the Federal Highway Administration.
 - F. The STATE shall provide guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.
5. Upon execution of the construction contract and receipt of an invoice from the COUNTY, the STATE will pay COUNTY 100% its share of the IMPROVEMENT costs.
 6. It is mutually agreed that the IMPROVEMENT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
 7. The COUNTY will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the COUNTY advertising for bids for the IMPROVEMENT.

8. Upon approval of the final plans and specifications by the STATE and the COUNTY, the COUNTY agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid. If necessary the COUNTY agrees to provide, or cause to be provided, all of the initial funding necessary to complete the IMPROVEMENT subject to reimbursement by the STATE.

9. 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.

10. To complete this phase of the IMPROVEMENT within five years from the date this agreement is approved by the STATE.

11. Upon completion of this phase of the IMPROVEMENT, the COUNTY will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the IMPROVEMENT. If a final invoice is not received within one year of completion of this phase of the IMPROVEMENT, the most recent invoice may be considered the final invoice and the obligation of funds closed.

12. 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.

13. 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.

14. 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.

15. 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 60 without the consent of the STATE.

16. 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.

17. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 60 @ Peterson Road		
STATE Share	(100)%	(100)%
COUNTY Share	(0)%	(0)%

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.

The STATE retains the right to control the sequence and timing of the traffic signals.

Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

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

By: _____
(Signature)

(Print)

By: _____
Print or Type

Title: _____

Date: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Gary Hannig
Secretary of Transportation

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

Date: _____

Date: _____

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

By: _____
Ellen J. Schanzle-Haskins
Chief Counsel

Date: _____

Date: _____