

FAP Route 866
State Section: (L-2
[W,R];6,6A,6EXT) WRS-1
County Section: 02-00999-03-TL
Lake County
Job No.:C-91-081-04
Agreement No.: JN-109-008
Contract No.: 62700

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ A.D.20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the County of Lake acting by and through it County Board, 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 23,283 lineal feet of Illinois Route 83 from Wisconsin State Line to North of Petite Lake Road (FAP Route 866, State Contract No.: 62700, State Section: (L-2[W,R]; 6; 6A, 6 EXT) WRS-1, State Job No.: C-91-081-04, County Section: 02-00999-03-TL, by making the following improvements:

Milling, resurfacing and widening on Illinois Rte 83 from Wisconsin State Line to North of Petite Lake Road providing 1-12 foot through traffic lane in each direction. Southbound Illinois Route 83 will be provided with one 12 foot and variable width left turn lane at North Avenue, Williams Street, Depot Street, Orchard Street, Chestnut Street, Illinois Route 173 and Grass Lake Road. Southbound Illinois Route 83 will also be provided with one 12 foot and variable width right turn lane at Orchard Street, Lake Street, Illinois Route 173, Eagles Nest Road and Grass Lake

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Road. Northbound Illinois Route 83 will be provided with one 12 foot and variable width left turn at Grass Lake Road, Eagle Nest Road, Beach Grove Road, Ainsley Road, Park Terrace, Windsor Terrace, Buena Terrace, Illinois Route 173, Harden Street, Lake Street, Orchard Street, Poplar Avenue, First Street and North Avenue. Northbound Illinois Route 83 will also be provided with one 12 foot and variable width right turn lane at Wall Street, Illinois Route 173 and North Avenue. A 10 foot and variable width two way left turn lane will be provided along Illinois Route 83 from Second Street to Poplar Avenue, Williams Street to Depot Street, Wilton Drive to Chestnut/Harden Street and Briar Terrace to Eagles Nest Road. Also to be included is milling and resurfacing of the 7 foot wide parking lanes on both sides of Illinois Route 83 between Lake Street and Orchard Street, modernizing traffic signals at the Illinois Route 83 intersections with Grass Lake Road, Illinois Route 173; Lake Street, Orchard Street and North Avenue with Railroad interconnects at North Avenue and Grass Lake Road, and traffic signals interconnect from Illinois Route 173 to North Avenue, reconstructing 1.5 meters (5 feet) PCC sidewalks on the east and west side of Illinois Route 83 from north of Illinois Route 173 to South Park Street and Orchard Street to south of North Avenue, constructing aggregate and bituminous shoulder, constructing curb and gutter and a 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, prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract.
2. The STATE also agrees to pay, or provide for the payment of, 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 costs of the improvement and cost proration is as shown in Exhibit A.
4. The COUNTY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. Upon award of the contract for this improvement, the COUNTY will pay to the STATE, 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 its obligation (including any nonparticipating cost on FA projects) upon completion of the project, based upon final costs.
6. The COUNTY agrees to adopt a resolution or send a letter, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

7. Upon completion of the improvement and final field inspection by the STATE, and so long as Illinois Route 83 are used as STATE highways, the STATE agrees to maintain, or cause to be maintained, the median, the through traffic lanes, the left turn and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those lanes. The STATE will be responsible for the maintenance of lane line and median line markings.

8. The COUNTY agrees to maintain, or cause to be maintained Grass Lake Road, and their proportionate share of North Avenue in its entirety.

9. Upon acceptance by the STATE of the traffic signal modernizations, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Level of Maintenance</u>	<u>Maintenance</u>	<u>Electrical Energy</u>
<u>Illinois Route 83 @</u>			
<u>Grass Lake Road</u>	II		
STATE Share		<u>100%</u>	<u>100%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>
 <u>Illinois Route 83 @</u>			
<u>Illinois Route 173/Rosecrans Road</u> II			
STATE Share		<u>100%</u>	<u>100%</u>
VILLAGE of Antioch Share		<u>0%</u>	<u>0%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>

CONTINUED

<u>Intersection</u>	<u>Level of Maintenance</u>	<u>Maintenance</u>	<u>Electrical Energy</u>
<u>Illinois Route 83 @</u>			
<u>Lake Street</u>			
	II		
STATE Share		<u>66 2/3%</u>	<u>66 2/3%</u>
VILLAGE of Antioch Share		<u>33 1/3%</u>	<u>33 1/3%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>
 <u>Illinois Route 83 @</u>			
<u>Orchard Street</u>			
	II		
STATE Share		<u>50%</u>	<u>50%</u>
VILLAGE of Antioch Share		<u>50%</u>	<u>50%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>
 <u>Illinois Route 83 @</u>			
<u>North Avenue</u>			
	II		
STATE Share		<u>75%</u>	<u>75%</u>
VILLAGE of Antioch Share		<u>25%</u>	<u>25%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>

10. It is mutually agreed that the actual signal maintenance will be performed by the STATE, either with its own forces or through an ongoing contractual agreement.

11. It is also understood that STATE will maintain the "closed loop" interconnection system from Illinois Route 173 to North Avenue.

12. If in the future, the STATE adopts a roadway or traffic signal improvement on Illinois Route 83 passing through the signal installations included herein, which requires modernization or reconstruction to said installations, then the COUNTY hereby agrees to be financially

responsible for its proportionate share to modernize or reconstruct said signal installation in conjunction with the STATE's proposed improvement.

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 _____

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 become null and void in the event the contract covering the construction work contemplated herein is not awarded within 3 years subsequent to execution of this Agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Lake County

By _____
Chairman, Lake County Board

Date: _____

ATTEST:

Recommended for Execution

County Clerk

By _____
Lake County Engineer

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By _____
Deputy Director of Highways,
Region One Engineer

Date: _____

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EXHIBIT A (1 of 2)
ESTIMATE OF COST AND PARTICIPATION

TYPE OF WORK	FEDERAL		STATE		VILLAGE OF ANTIOCH COST		LAKE COUNTY COST		TOTAL
	COST	%	COST	%	COST	%	COST	%	
All Roadway Work	\$ 11,557,600	80%	\$ 2,889,400	20%	\$	N/A%	\$	N/A%	\$ 14,447,000
P&C Engineering (15%)	\$ 1,733,640	80%	\$ 433,410	20%	\$	N/A%	\$	N/A%	\$ 2,167,050
TRAFFIC SIGNAL WORK									
IL Rte 83 @ Grass Lake Road	\$ 80,000	80%	\$ 15,000	15%	\$	N/A%	\$ 5,000	5%	\$ 100,000
P&C Engineering (15%)	\$ 12,000	80%	\$ 2,250	15%	\$	N/A%	\$ 750	15%	\$ 15,000
IL Rte 83 @ North Avenue	\$ 80,000	80%	\$ 10,000	10%	\$ 5,000	5%	\$ 5,000	5%	\$ 100,000
P&C Engineering (15%)	\$ 12,000	80%	\$ 1,500	10%	\$ 750	5%	\$ 750	15%	\$ 15,000
IL Rte 83 @ IL Rte 173	\$ 80,000	80%	\$ 20,000	20%	\$	N/A%	\$	N/A%	\$ 100,000
P&C Engineering (15%)	\$ 12,000	80%	\$ 3,000	20%	\$	N/A%	\$	N/A%	\$ 15,000
IL Rte 83 @ Lake Street	\$ 64,000	80%	\$ 10,667	13.3%	\$ 5,333	6.7%	\$	N/A%	\$ 80,000
P&C Engineering (15%)	\$ 9,600	80%	\$ 1,600	13.3%	\$ 800	6.7%	\$	N/A%	\$ 12,000
IL Rte 83 @ Orchard Road	\$ 80,000	80%	\$ 10,000	10%	\$ 10,000	10%	\$	N/A%	\$ 100,000
P&C Engineering (15%)	\$ 12,000	80%	\$ 1,500	10%	\$ 1,500	10%	\$	N/A%	\$ 15,000

EXHIBIT A (2 of 2)
ESTIMATE OF COST AND PARTICIPATION

TYPE OF WORK	FEDERAL COST %	STATE COST %	VILLAGE OF ANTIOCH COST	LAKE COUNTY COST %	TOTAL
EMERGENCY VEHICLE PRE-EMPTION WORK					
IL Rte 83 @ Grass Lake Road	\$	N/A%	\$ 6,000	100%	\$ 6,000
P&C Engineering (15%)	\$	N/A%	\$ 900	100%	\$ 900
IL Rte 83 @ North Avenue	\$	N/A%	\$ 6,000	100%	\$ 6,000
P&C Engineering (15%)	\$	N/A%	\$ 900	100%	\$ 900
IL Rte 83 @ IL Rte 173	\$	N/A%	\$ 6,000	100%	\$ 6,000
P&C Engineering (15%)	\$	N/A%	\$ 900	100%	\$ 900
IL Rte 83 @ Orchard Road	\$	N/A%	\$ 6,000	100%	\$ 6,000
P&C Engineering (15%)	\$	N/A%	\$ 900	100%	\$ 900
IL Rte 83 @ Lake Street	\$	N/A%	\$ 2,000	100%	\$ 2,000
P&C Engineering (15%)	\$	N/A%	\$ 300	100%	\$ 300
OTHER WORK					
Water Main Relocation	\$	N/A%	\$ 10,000	100%	\$ 10,000
P&C Engineering (15%)	\$	N/A%	\$ 1,500	100%	\$ 1,500
TOTAL	\$ 13,732,840	\$ 3,398,327	\$ 64,783	\$ 11,500	\$ 17,207,450

Note: VILLAGE and COUNTY participation shall be predicated on the percentages shown above for the specified work. The cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering.

VILLAGE cost for Water Main Relocation includes but is not limited to water main, valve vault and fire hydrant adjustment and relocation and watermain fittings.

EXHIBIT B
FUNDING RESOLUTION

WHEREAS, the Lake County has entered into an Agreement with the State of Illinois for the improvement of Illinois Route 83 from Wisconsin State Line to North of Petite Lake Road, FAP Route 866; State Contract No.: 62700, State Section: (L-2[W,R];6;6A,6 EXT)WRS-1, State Job No.: C-91-081-40; County Section: 02-00999-03-TL; and

WHEREAS, in compliance with the aforementioned Agreement, it is necessary for Lake County to appropriate sufficient funds to pay its share of the cost of said improvement;

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of \$11,500, or so much thereof as may be necessary, from any money now or hereafter allotted to the Lake County to pay its share of the cost of this improvement as provided in the Agreement; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the Lake County will pay to the STATE, from any funds allotted to Lake County, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to said STATE the remainder of its obligation upon completion of the project based upon final costs.

State of Illinois
County of Lake

Mr.

I, Miss

Mrs.

County Clerk in and for, Lake County,
hereby certify the foregoing to be a true
perfect and complete copy of the
resolution adopted by the County Board
at a meeting on
_____, AD

IN TESTIMONY WHEREOF, I have
hereunto set my hand and seal this
_____ day of
_____ AD _____

Clerk