

FAP Route 344
STATE Section: (46-1S & 47) WRS-2
COUNTY Section: 02-00999-00-TL
County: Lake
Job No. C-91-208-00
Agreement No. JN-102-034
Contract No. 60956

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 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 8422 lineal feet (1.59 miles) of U.S. Route 45 known as FAP Route 344, State Section: (46-1S & 47) WRS-2; County Section: 02-00999-00-TL; State Job No.: C-91-208-00, State Contract: 60956, by making the following improvements:

Pavement reconstruction of US Route 45 from Washington Street to north of Illinois Route 120 (Belvidere Rd), providing 2-3.6 meter (12 foot) through traffic lanes in each direction, a 9.1 meters (30 foot) and variable width median with 3.6 meter (12 foot) and variable width left turn lanes at Old Plank Road, Deerpath Road/Center Street, Orchard Lane, Brae Loch Road, Gages Lake Road and Washington Street, 3.6 meter (12 foot) and variable width right turn lanes at Gages Lake Road, Brae Loch Road and Washington Street, modernizing traffic signals, constructing curb and gutter and a storm sewer system for highway drainage, and by performing

DRAFT

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; and

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, 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 on Page 2A.
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 A and made a part hereof.

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

TYPE OF WORK	FEDERAL		STATE		WARREN TOWNSHIP		VILLAGE OF GRAYSLAKE		LAKE COUNTY DOT		TOTAL
	COST	%	COST	%	COST	%	COST	%	COST	%	
All Roadway Work	\$ 16,800,000	80%	\$ 4,200,000	20%	\$	N/A%	\$	N/A%	\$	N/A%	\$ 21,000,000
P&C Engineering (15%)	\$ 2,520,000	80%	\$ 630,000	20%	\$	N/A%	\$	N/A%	\$	N/A%	\$ 3,150,000
TRAFFIC SIGNAL											
U. S. Route 45 @ Washington St.	\$ 195,200	80%	\$ 24,400	10%	\$	N/A%	\$	N/A%	\$ 24,400	10%	\$ 244,000
P&C Engineering (15%)	\$ 29,280	80%	\$ 3,660	10%	\$	N/A%	\$	N/A%	\$ 3,660	10%	\$ 36,600
U. S. Route 45 @ Gages Lake Rd.	\$ 179,200	80%	\$ 29,860	13.33%	\$	N/A%	\$	N/A%	\$ 14,940	6.67%	\$ 224,000
P&C Engineering (15%)	\$ 26,880	80%	\$ 4,480	13.33%	\$	N/A%	\$	N/A%	\$ 2,240	6.67%	\$ 33,600
U. S. Route 45 @ Brae Loch Rd.	\$ 137,600	80%	\$ 22,930	13.33%	\$	N/A%	\$ 11,470	6.67%	\$	N/A%	\$ 172,000
P&C Engineering (15%)	\$ 20,640	80%	\$ 3,440	13.33%	\$	N/A%	\$	N/A%	\$	N/A%	\$ 25,800
U. S. Route 45 @ Center St./Deerpath Rd.	\$ 185,600	80%	\$ 23,200	10%	\$ 11,600	5%	\$	N/A%	\$ 11,600	5%	\$ 232,000
P&C Engineering (15%)	\$ 27,840	80%	\$ 3,480	10%	\$ 1,740	5%	\$	N/A%	\$ 1,740	5%	\$ 34,800
Emergency Vehicle Pre-Emption Relocation US Route 45 @ Washington St.	\$	N/A	\$	N/A	\$	N/A	\$ 8,000	100%	\$	N/A	\$ 8,000
P&C Engineering (15%)	\$	N/A	\$	N/A	\$	N/A	\$ 1,200	100%	\$	N/A	\$ 1,200

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

TYPE OF WORK	FEDERAL		STATE		WARREN TOWNSHIP		VILLAGE OF GRAYSLAKE		LAKE COUNTY DOT		TOTAL	
	COST	%	COST	%	COST	%	COST	%	COST	%		
Emergency Vehicle Pre-Emission Relocation US Route 45 @ Gages Lake Rd.	\$	N/A%	\$	N/A%	\$	N/A%	\$	8,000	\$	N/A%	8,000	
P&C Engineering (15%)	\$	N/A%	\$	N/A%	\$	N/A%	\$	1,200	\$	N/A%	1,200	
Emergency Vehicle Pre-Emission Installation US Route 45 @ Brae Loch Rd.	\$	N/A%	\$	N/A%	\$	N/A%	\$	8,000	\$	N/A%	8,000	
P&C Engineering (15%)	\$	N/A%	\$	N/A%	\$	N/A%	\$	1,200	\$	N/A%	1,200	
Emergency Vehicle Pre-Emission Relocation US Route 45 @ Center St./Deerpath Rd.	\$	N/A%	\$	N/A%	\$	N/A%	\$	8,000	\$	N/A%	8,000	
P&C Engineering (15%)	\$	N/A%	\$	N/A%	\$	N/A%	\$	1,200	\$	N/A%	1,200	
Traffic Signal Interconnect	\$	80%	\$	20%	\$	N/A%	\$		\$	N/A%	200,000	
P&C Engineering (15%)	\$	80%	\$	20%	\$	N/A%	\$		\$	N/A%	30,000	
TOTAL	\$		\$		\$		\$	49,990	\$		\$	25,419,600

Note: VILLAGE, TOWNSHIP & 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.

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 pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.
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 completion of the improvement and final field inspection by the STATE, and so long as US Route 45 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 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.
9. 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, up to the edge of pavement of US Route 45. 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.

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

<u>Intersection</u>	<u>Level of Maintenance</u>	<u>Maintenance</u>	<u>Electrical Energy</u>
<u>US Rte 45</u>			
<u>@ Washington St.</u>	II		
STATE Share		<u>100%</u>	<u>100%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>
TOWNSHIP Share		<u>0%</u>	<u>0%</u>
VILLAGE Share		<u>0%</u>	<u>0%</u>
 <u>US Rte 45</u>			
 <u>@ Gages Lake Rd.</u>	II		
STATE Share		<u>100%</u>	<u>100%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>
TOWNSHIP Share		<u>0%</u>	<u>0%</u>
VILLAGE Share		<u>0%</u>	<u>0%</u>

<u>Intersection</u>	<u>Level of Maintenance</u>	<u>Maintenance</u>	<u>Electrical Energy</u>
<u>US Rte 45</u>			
<u>@ Brae Loch Rd.</u>	II		
STATE Share		<u>66 2/3%</u>	<u>66 2/3%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>
TOWNSHIP Share		<u>0%</u>	<u>0%</u>
VILLAGE Share		<u>33 1/3 %</u>	<u>33 1/3 %</u>

<u>US Rte 45</u>			
<u>@ Center St./Deerpath Rd.</u>	II		
STATE Share		<u>100%</u>	<u>100%</u>
COUNTY Share		<u>0%</u>	<u>0%</u>
TOWNSHIP Share		<u>0%</u>	<u>0%</u>
VILLAGE 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 further agreed that the signals shall be maintained to the Level of Maintenance shown above.

12. It is understood that Level of Maintenance II exceeds the manual requirements and is prescribed for those signals that the District Engineer, with the concurrence of the Engineer

of Operations, determines to require a higher level of service for adequate operations of the highway at those locations.

13. 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.

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

15. If in the future, the STATE adopts a roadway or traffic signal improvement on US Rte. 45 passing through the signal modernization included herein, which requires modernization or reconstruction to said modernization, 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.

16. Under penalties of perjury, 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

600 W. WINCHESTER ROAD LIBERTYVILLE, IL 60048

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 (Signature)

By: _____
(Print or Type)

Date: _____

ATTEST:

County Clerk

(SEAL)

Recommended for Execution

By: _____
Lake County Engineer (Signature)

By: _____
(Print or Type)

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By _____
District Engineer

Date: _____