

FAP Route 541 IL Route 132
Munn Road to Deerpath Drive
State Section: A-TS-2 (12)
Lake County
Job No. : C-91-004-13
Contract No.: 60V55
Agreement No: JN-116-013

AGREEMENT

This Agreement entered into this _____ day of _____, 2015 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 approximately 10,632 lineal
feet of FAP Route 541, Illinois Route 132 (Grand Avenue), STATE Section A-TS-2
(12), STATE Job No.: C-91-004-13, State Contract Number 60V55 by widening and
resurfacing from Munn Road to Deerpath Drive, providing two 12 foot through traffic
lanes in each direction, a 16 foot raised median with variable width left turn lanes,
modernizing traffic signals at the Illinois Route 132 intersections with Munn Road,
Granada Boulevard/Lindenhurst Drive and Sand Lake Road, constructing new 5 foot
wide concrete sidewalk, constructing new 8 foot wide hot-mix asphalt shared use
paths, 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

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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 upon receipt of an invoice from the STATE, 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 based upon final costs and upon receipt of a final invoice from the STATE.

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 shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
7. 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.
8. The COUNTY 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 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.

9. Upon acceptance by the STATE of the traffic signal work included herein the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows as listed in the existing Master Agreement between the STATE and COUNTY, effective April 4, 2005:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 132 at Sand Lake Road		
STATE Share	100 %	100 %
COUNTY Share	0 %	0 %
Illinois Route 132 at Granada Boulevard / Lindenhurst Drive		
STATE Share	75 %	75 %
COUNTY Share	0 %	0 %
VILLAGE Share	25 %	25 %

10. 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.
11. 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.
12. 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.

13. 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: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

Date: _____

Attest:

Clerk

(SEAL)

**EXHIBIT A
ESTIMATE OF COST Contract 60V55**

Type of Work	FEDERAL		STATE		LAKE COUNTY		LAKE COUNTY FOREST PRESERVE DISTRICT		LAKE VILLA FIRE PROTECTION DISTRICT		VILLAGE OF LINDENHURST		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$5,580,000	90%	\$620,000	10%		N/A%		N/A%		N/A%		N/A%	\$6,200,000
P&C Engineering (15%)	\$837,000	90%	\$93,000	10%		N/A%		N/A%		N/A%		N/A%	\$930,000
DRIVEWAY, SHARED USE PATH & SIDEWALK													
Relocate Driveway to Duck Farm Forest Preserve		N/A%		N/A%		N/A%	\$20,000	100%		N/A%		N/A%	\$20,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$3,000	100%		N/A%		N/A%	\$3,000
Shared-use path to Fourth Lake FP	\$10,400	80%		N/A%		N/A%	\$2,600	20%		N/A%		N/A%	\$13,000
P&C Engineering (15%)	\$1,560	80%		N/A%		N/A%	\$390	20%		N/A%		N/A%	\$1,950
Shared-use path - Douglas Lane to Village Limit	\$100,000	80%		N/A%		N/A%		N/A%		N/A%	\$25,000	20%	\$125,000
P&C Engineering (15%)	\$15,000	80%		N/A%		N/A%		N/A%		N/A%	\$3,750	20%	\$18,750
Sidewalk - Munn Road to Village Limit	\$224,000	80%		N/A%		N/A%		N/A%		N/A%	\$56,000	20%	\$280,000
P&C Engineering (15%)	\$33,600	80%		N/A%		N/A%		N/A%		N/A%	\$8,400	20%	\$42,000
TRAFFIC SIGNALS													
IL 132 at Munn Road	\$252,000	90%	\$14,000	5%		N/A%		N/A%		N/A%	\$14,000	5%	\$280,000
P&C Engineering (15%)	\$37,800	90%	\$2,100	5%		N/A%		N/A%		N/A%	\$2,100	5%	\$42,000
IL 132 at Granada Blvd/Lindenhurst Dr	\$276,750	90%	\$15,375	5%	\$7,688	2.5%		N/A%		N/A%	\$7,688	2.5%	\$307,500
P&C Engineering (15%)	\$41,513	90%	\$2,306	5%	\$1,153	2.5%		N/A%		N/A%	\$1,153	2.5%	\$46,125
IL 132 at Sand Lake Road	\$229,500	90%	\$17,009	6.67%	\$8,492	3.33%		N/A%		N/A%		N/A%	\$255,000
P&C Engineering (15%)	\$34,425	90%	\$2,551	6.67%	\$1,274	3.33%		N/A%		N/A%		N/A%	\$38,250
Install Emergency Vehicle Pre-emption Systems at 3 intersections above		N/A%		N/A%		N/A%		N/A%	\$18,000	100%		N/A%	\$18,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$2,700	100%		N/A%	\$2,700
UTILITIES													
Fire Hydrant Relocation / Adjustment		N/A%		N/A%		N/A%		N/A%		N/A%	\$59,000	100%	\$59,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%		N/A%	\$8,850	100%	\$8,850
TOTAL	\$7,673,548		\$766,341		\$18,606		\$25,990		\$20,700		\$185,941		\$8,691,125

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.