

DRAFT

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 COUNTY is proposing to upgrade the traffic signals on the county highways with Light-Emitting-Diode (LED) modules, and Uninterruptible Power Supply (UPS) at the intersections of Washington Street at the E & W ramps to US 41, and Old McHenry Road at Midlothian Road (unmarked state highway) (to be known as COUNTY Section 12-00000-10-GM). This LED/UPS upgrade project will require cost participation based on the proportionate share of approach leg jurisdiction.

WHEREAS, the STATE is desirous of said improvement in that same will be of immediate benefit to the STATE, and permanent in nature; and,

WHEREAS, the intersection(s) of Washington Street at the E & W ramps to US 41, and Old McHenry Road at Midlothian Road (unmarked state highway) are under the jurisdiction of the STATE.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The COUNTY agrees to 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. The COUNTY also agrees to pay all construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.
2. The STATE agrees to approve the plans and specifications by letter or resolution prior to the COUNTY advertising for the work to be performed hereunder.
3. It is mutually agreed that the proportional participation for the construction costs and engineering costs of this improvement shall be as follows:

Location	Improvement Cost	LCDOT (50%)	IDOT (50%)
Old McHenry & Midlothian	\$8,948.58	\$4,474.29	\$4,474.29
Washington & US 41 East Ramp	\$7,958.40	\$3,979.20	\$3,979.20
Washington & US 41 West Ramp	\$8,454.60	\$4,227.30	\$4,227.30
Total	\$25,361.58	\$12,680.79	\$12,680.79

4. It is mutually agreed that the STATE will reimburse the COUNTY in an amount equal to the STATE'S share of the actual cost as determined in accordance with Item #3 above. It is mutually agreed that upon award of the contract for this improvement, the STATE will pay to the County of Lake, in a lump sum from any funds allotted to the STATE. An amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said COUNTY the remainder of its obligation in a lump sum, upon completion of the project based upon final costs.
5. Upon acceptance by the Lake County Division of Transportation of the traffic signal improvement included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain by current agreement(s).
6. The agency performing actual traffic signal maintenance will remain as listed in the Exhibit A of the current Master Agreement.
7. The STATE retains the right to control the sequence of timing on the traffic signals.
8. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

ATTEST:

CLERK

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Acting Director of Transportation/
Acting County Engineer
Lake County

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
(Signature)

By: _____
(Print)

Title: _____

Date: _____