

FAU 2711 (IL 131)
IL 131 (Green Bay Rd) at Washington St
State Section: 2019-148-N
Lake County
Job No.: C-91-189-24
Contract No.:62W67
7Agreement No.: JN-126-131



AGREEMENT

This Agreement entered into this _____ day of _____, 2026 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 2,550 lineal feet of IL
131 (Green Bay Rd) at Washington St, Job No.: C-91-189-24, Contract Number
62W67 STATE Section No.2019-148-N, COUNTY Section No 23-00220-08-TL as
follows:

The proposed scope of work is intersection improvements by adding a southbound
right turn lane to provide channelization for southbound right turning vehicles, adding
a second northbound left turn lane, and converting the northbound and southbound
left turning phasing to protected-only phasing. Installation of sidewalk, a shared-use
path, and accessible ADA crossings are also proposed. The implementation of these
improvements will result in revised intersection geometry including a dual northbound

left turn lane, raised corner island construction on the northwest and southeast corners, traffic signal and pedestrian signal improvements, and various drainage improvement and all other necessary work to complete the section in accordance with the approved plans and specifications.

WHEREAS the parties have the authority to enter into this Agreement under the Constitution of Illinois and under the terms of the Intergovernmental Cooperation Act of this State; 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, 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 partial 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 shall pass a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which shall be attached hereto as "Exhibit B" and made a part hereof.
5. The COUNTY further agrees, that upon award of the contract for this improvement, 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.
6. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE or COUNTY.
7. Upon final field inspection of the improvement and so long as IL 131 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders, storm sewer and ditches adjacent to those traffic lanes and turn lanes.
8. The COUNTY agrees to continue its existing maintenance responsibilities on Washington Street under its jurisdiction up to the through edge of IL Route 131. Drainage facilities, if any, within the STATE right-of-way shall be the joint responsibility of the STATE and COUNTY unless there is an agreement specifying different responsibilities.

9. Upon acceptance by the STATE of the new traffic signal work included herein the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 131 At Washington		
STATE Share	75%	75%
CITY Share	25%	25%
COUNTY Share	0%	0%

And shall continue as part of the current Agreement between the STATE and the COUNTY.

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. The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of ten (10) 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.

12. All costs associated with the installation, future maintenance or replacement of non-standard Department equipment, finish or hardware shall be the sole

responsibility of the county. This includes, but is not limited to, painting of the signal hardware and aesthetic poles, etc.

13. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal, then the COUNTY agrees to be financially responsible for its share of the traffic signal in conjunction with the STATE's proposed improvement.

14. The COUNTY has adopted a resolution, and 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 here under, approving the plans and specifications as prepared.

15. 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 W. 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.

RECOMMENDED FOR EXECUTION

COUNTY OF LAKE

Shane E. Schneider, P.E.
Director of Transportation/
County Engineer

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

Clerk, Lake County

Title: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No.: C-91-189-24
Agreement No.: JN-126-031

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAU 2711, IL 131, State Section No: 2019-148-N, Contract No. 62W67 the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

EXHIBIT A										
ESTIMATE OF COST Contract 62W67										
Type of Work	FEDERAL		STATE		LAKE COUNTY		CITY OF WAUKEGAN (Toll Credits)		TOTAL	
	\$	%	\$	%	\$	%	\$	%	\$	
All roadway work excluding the following:	\$2,028,355	90%	\$225,373	10%					\$2,253,728	
P&C Engineering (15%)	\$304,253	90%	\$33,806	10%					\$338,059	
TRAFFIC SIGNALS										
IL 131 at Washington St	\$714,423	90%	\$39,690	5%	\$19,845	2.50%	\$19,845	2.50%	\$793,803	
P&C Engineering (15%)	\$107,163	90%	\$5,954	5%	\$2,977	2.50%	\$2,977	2.50%	\$119,070	
Emergency Vehicle Pre-emption									\$10,000	
P&C Engineering (15%)							\$1,500	100%	\$1,500	
OTHER WORK										
New Sidewalk	\$176,803	80%	\$44,201	20%					\$221,004	
P&C Engineering (15%)	\$26,520	80%	\$6,630	20%					\$33,151	
Roadway Lighting									\$429,986	
P&C Engineering (15%)							\$64,498	100%	\$64,498	
TOTAL	\$3,357,518		\$355,653		\$22,822		\$528,806		\$4,264,799	

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.