

FAP Route 0344
US Route 45
County Section: 05-000262-02-RP
Lake County
Job No. P-91-666-09

AGREEMENT

This Agreement entered into this ____ day of ____, 20____ 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 insure safety to the motoring public, is desirous of improving approximately 7,200 lineal feet of US Route 45 (FAP Route 0344) by realigning US Route 45, from south of Millburn Road (County Highway 14) to north of Grass Lake Road (County Highway 18), via a by-pass of the historic community of Millburn, by providing two 12 foot through traffic lanes in each direction, separated by a 22 foot and variable width median. Southbound US Route 45 will be provided with a 12 foot left turn lane at approximately Station 162+00 for U-turns, at approximately Station 120+00 for "Old Route 45", and at approximately Station 106+50 for U-turns, and two 12 foot left turn lanes (striped as one buried left turn lane) and a 12 foot right turn lane at approximately Station 146+00 for relocated Grass Lake Road/Millburn Road . Northbound US Route 45 will be provided with a 12 foot left turn lane at approximately Station 120+00 for U-turns, at approximately Station 139+00 for Haven Lane, at approximately Station 162+00 for Independence Boulevard, and two 12 foot left turn lanes and a 12 foot right turn lane at relocated Grass Lake Road/Millburn Road. Approximately 2,800 lineal feet of Grass Lake

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Road/Millburn Road will be realigned at US Route 45 to provide a 12 foot through lane, a 12 foot left turn lane, and a 12 foot right turn lane in each direction with no median separation. Existing traffic signals at existing US Route 45 with Millburn Road and Grass Lake Road shall be removed. Traffic signals shall be installed at the realigned intersection of US Route 45 with Grass Lake Road/Millburn Road complete with emergency vehicle preemption equipment. Other work shall include a pedestrian/bicycle trail, pavement marking, highway drainage, sidewalks and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the STATE has indicated that the STATE is moving forward with the US Route 45 Millburn Bypass to the west of existing US Route 45, in accordance with the design selected from among the alternatives considered by the Project Study Group for the subject project (identified as "West By-Pass Alternative A4")

WHEREAS, the COUNTY is desirous of having the STATE improve said US Route 45 via a bypass of the historic community of Millburn, and re-aligning Grass Lake Road and Millburn Road, in that the 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 design engineering, 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 cost and cost proration for this improvement is as shown on Exhibit A. The COUNTY's maximum participation for design, ROW acquisition, payable construction items per STATE policy and construction engineering shall not exceed \$34,000,000. Any costs above the COUNTY's maximum participation of \$34,000,000 shall be paid for by the STATE. The County shall make a project appropriation of ¼% Sales Tax for Transportation and Public Safety funds of \$34,000,000 for this improvement.

4. The STATE agrees to provide notice to the COUNTY's County Engineer of the amount of said \$34,000,000 the STATE needs for its upcoming fiscal year which begins July 1st of a given year as follows:
 - a) An estimated of the amount needed for the upcoming STATE fiscal year shall be given by October 1st of the year prior to the upcoming STATE fiscal year.
 - b) A final value of the maximum amount needed for the upcoming STATE fiscal year shall be given by May 1st just prior to the upcoming STATE fiscal year.
The amounts, both as estimated by October 1st and the maximum amount by May 1st shall be for the purpose of enabling the COUNTY's County Engineer to appropriately program for the payment by the COUNTY to the STATE, under the terms of THIS AGREEMENT, during any given STATE fiscal year.

The COUNTY agrees that upon receipt of an invoice from the STATE for the first and subsequent progress payments made to the CONSULTANT and/or the CONTRACTOR, the COUNTY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS, from ¼% Sales Tax for Transportation and Public Safety funds, an amount equal to the COUNTY's share, multiplied by the actual progress payment (appropriately adjusted for non-participating costs) made to the CONSULTANT and/or the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid..

5. The COUNTY's County Engineer agrees to provide written approval of that portion of the plats, 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.
6. The COUNTY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 45 without the consent of the STATE.
7. The COUNTY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
8. All COUNTY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement,

will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

9. Upon final field inspection of the improvement the STATE agrees to maintain or cause to be maintain all routes under its jurisdiction.

10. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained the COUNTY owned utilities including appurtenances thereto.

The COUNTY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, up to the through 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.

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

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
US Route 45 @ Grass Lake Road/Millburn Road		
STATE Share	(100)%	(0)%
COUNTY Share	(0)%	(0)%
Others	(0)%	(100)%

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.

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

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 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: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Ann L. Schneider, P.E.
Director – Division of Highways
Chief Engineer

**Exhibit A
ESTIMATE OF COST & PARTICIPATION**

Type of Work	STATE		COUNTY		OTHER		TOTAL
	COST	%	COST	%	COST	%	
All roadway work excluding the following:	\$	Balance	\$ 14,248,000	Fixed	\$	N/A%	\$ 14,248,000
Preliminary Engineering	\$	Balance	\$ 2,247,000	Fixed	\$	N/A%	\$ 2,247,000
Construction Engineering	\$	Balance	\$ 1,511,000	Fixed	\$	N/A%	\$ 1,511,000
OTHER WORK							
Right of Way Acquisition	\$	Remainder	\$ 14,726,000	Fixed	\$	N/A%	\$ 14,726,000
Sidewalk/bikepath	\$	N/A%	\$ 684,000	80%	\$ 171,000	20%	\$ 855,000
Preliminary Engineering (5%)	\$	N/A%	\$ 34,200	80%	\$ 8,550	20%	\$ 42,750
Construction Engineering (10%)	\$	N/A%	\$ 68,400	80%	\$ 17,100	20%	\$ 85,500
TOTAL	\$		\$ 33,518,600		\$ 196,650		\$ 33,715,250

*Note: The COUNTY's participation shall be predicated on the percentages shown above for the specified work.

The COUNTY's maximum participation for design, right of way, construction and construction engineering shall not exceed \$34,000,000. Any costs above the COUNTY's maximum participation of \$34,000,000 shall be paid for by the STATE.

Separate intergovernmental agreements will be entered into between the State and other government agencies to further define the cost participation of the OTHERs mentioned above.