

FAP Route 541  
State Section: W-N-1  
County: Lake  
Job No. : C-91-297-11  
Contract No.: 60R85  
Agreement No: JN-115-037

## 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 LAKE COUNTY 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 4,140 lineal feet of  
Illinois Route 132 at Fairfield Road, FAP Route 541, STATE Job No.: C-91-297-11,  
STATE Contract No.: 60R85, STATE Section No.: W-N-1, within the township of  
Lake Villa, the Lake Villa Fire Protection District, and Lake County by widening, and  
resurfacing, as well as reconstruction.

The proposed project involves the widening and resurfacing of the intersection of Illinois  
Route 132 at Fairfield Road to provide a 1-12 ft. left turn lane and 1-12 ft. through lane  
with 8 ft. paved shoulders in each direction. Approximately 800 lineal feet of Fairfield  
Road will be reconstructed and widened. The west leg of the intersection will be  
reconstructed to provide for 1-12 ft. left turn lane, 1-12 ft. lane and an 8 ft. wide paved  
shoulder. A 10 ft. wide aggregate surface shared use path will be constructed on the

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west side of Fairfield Road (for the Lake Villa Township). New traffic signals will be installed at all four legs of the intersection and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY requests that the STATE include in its contract the reconstruction of approximately 800 lineal feet of Fairfield Road north of Illinois Route 132; and

WHEREAS, the STATE has agreed to the COUNTYs request; 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.

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.

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.
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 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.
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. 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 Illinois Route 132 at Fairfield Road without the consent of the STATE.
9. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

10. 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.
11. The COUNTY agrees to obtain from the STATE an approved permit for any COUNTY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
12. 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.
13. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, limited to COUNTY owned utilities including appurtenances thereto.
14. 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 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.

15. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the COUNTY on April 4, 2005.

16. Upon acceptance by the STATE of the new traffic signal installation(s), the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 132 @ Fairfield Road		
STATE Share	( 100 )%	( 100 )%
COUNTY Share	( 0 )%	( 0 )%

17. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The COUNTY agrees to pay their proportionate share of this cost as billed by the local power company.

18. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is 366006600 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is 600 W. Winchester Road, Libertyville, Illinois, 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.

LAKE COUNTY

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

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

Date: \_\_\_\_\_

Job No.: C-91-247-11  
Agreement No.: JN-115-037

## TIN CERTIFICATION

The COUNTY certifies that:

The number shown on this form is the COUNTY's correct taxpayer identification number ( or the COUNTY is waiting for a number to be issued to them), and

The COUNTY is not subject to backup withholding because: (a) the COUNTY is exempt from backup withholding, or (b) the COUNTY has not been notified by the Internal Revenue Service (IRS) that the COUNTY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the COUNTY no longer subject to back-up withholding , and

The COUNTY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

**Taxpayer Identification Number:**

366006600

**Legal Status**

- |                          |   |                                     |  |
|--------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> | Individual  | <input checked="" type="checkbox"/> | Government   |
| <input type="checkbox"/> | Sole Proprietor   | <input type="checkbox"/>            | Nonresident Alien  |
| <input type="checkbox"/> | Partnership/Legal Corporation   | <input type="checkbox"/>            | Estate or Trust  |
| <input type="checkbox"/> | Tax-exempt Corporation providing or billing medical and/or health care services | <input type="checkbox"/>            | Pharmacy (Non Corp.)   |
| <input type="checkbox"/> | Corporation NOT providing or billing medical and/or health care services        | <input type="checkbox"/>            | Pharmacy/Funeral home /Cemetery                                  |
| <input type="checkbox"/> | Other _____   | <input type="checkbox"/>            | Limited Liability Company (select applicable tax classification) |
- D= Disregarded entity  
 C= Corporation  
 P= Partnership

**EXHIBIT A  
ESTIMATE OF COST Contract 60R85**

Type of Work	FEDERAL		STATE		LAKE COUNTY		LAKE VILLA TOWNSHIP		LAKE VILLA FIRE PROTECTION DISTRICT		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$396,800	80%	\$99,200	20%		N/A%		N/A%		N/A%	\$496,000
P&C Engineering (15%)	\$59,520	80%	\$14,880	20%		N/A%		N/A%		N/A%	\$74,400
<b>TRAFFIC SIGNALS</b>											
IL 132 at Fairfield Road	\$160,000	80%	\$20,000	10%	\$20,000	10%		N/A%		N/A%	\$200,000
P&C Engineering (15%)	\$24,000	80%	\$3,000	10%	\$3,000	10%		N/A%		N/A%	\$30,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%		N/A%	\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$1,050	100%	\$1,050
<b>OTHER WORK</b>											
Additional County-Requested Roadway work on Fairfield Road, North of Illinois Route 132		N/A%		N/A%	\$172,000	100%		N/A%		N/A%	\$172,000
P&C Engineering (15%)		N/A%		N/A%	\$25,800	100%		N/A%		N/A%	\$25,800
Shared-use Path	\$21,600	80%		N/A%		N/A%	\$5,400	20%		N/A%	\$27,000
P&C Engineering (15%)	\$3,240	80%		N/A%		N/A%	\$810	20%		N/A%	\$4,050
<b>TOTAL</b>	<b>\$665,160</b>		<b>\$137,080</b>		<b>\$220,800</b>		<b>\$6,210</b>		<b>\$8,050</b>		<b>\$1,037,300</b>

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.