

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 STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public as part of its Highway Safety Improvement Program is desirous of improving the intersection(s) on US 12 @ State Park Road by modernizing said traffic control signal, (to be known as STATE Section 2009-128 TS and Contract No. 60J88) and by performing all other work necessary to complete the improvement in accordance with the plans and specifications; and,

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

WHEREAS, the intersection(s) of US 12 @ State Park Rd. lie(s) within the boundaries of the COUNTY.

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

1. The STATE 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 STATE also agrees to pay all construction and engineering costs subject to reimbursement by the COUNTY as hereinafter stipulated.
2. The COUNTY agrees to approve the plans and specifications by letter or resolution prior to the STATE 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:

US 12 Traffic Signals @	FEDERAL FUNDS	STATE FUNDS	LAKE COUNTY FUNDS
State Park Rd.	90%	6 2/3%	3 1/3%
Engineering (15%)	90%	6 2/3%	3 1/3%

4. It is mutually agreed that the estimated construction costs and engineering costs of this improvement are divided as follows:

US 12 Traffic Signals @	FEDERAL FUNDS	STATE FUNDS	LAKE COUNTY FUNDS	TOTAL
State Park Rd.	\$162,000.00	\$12,000.00	\$6,000.00	\$180,000.00
Engineering (15%)	\$ 24,300.00	\$ 1,800.00	\$ 900.00	\$ 27,000.00
	\$186,300.00	\$13,800.00	\$6,900.00	\$207,000.00

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5. It is mutually agreed that the COUNTY will reimburse the STATE in an amount equal to the COUNTY'S share of the actual cost as determined in accordance with Item #4 above. It is mutually agreed that upon award of the contract for this improvement, the COUNTY will pay to the Department of Transportation of the State of Illinois, 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 the said Department the remainder of its obligation (including any non-participating costs for FA projects) in a lump sum, upon completion of the project based upon final costs.
6. Upon acceptance by the Department of Transportation of the traffic signal improvement included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic control signals shall be as follows:

Maintenance:	STATE	100%
Electrical Energy:	STATE	100%
7. The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) 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.
8. The actual maintenance will be performed by the STATE with its own forces or through an ongoing contractual agreement.
9. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
10. The STATE retains the right to control the sequence of timing on the traffic signals.
11. The STATE will be responsible for maintenance of lane line and median line markings. The COUNTY will be responsible for maintenance of the stop line markings under their jurisdiction.

12. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

LAKE COUNTY

By: \_\_\_\_\_  
County Engineer/Director of Transportation

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

ATTEST:

\_\_\_\_\_  
Clerk

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

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