

FAP Route 104
State Section: 105N-9
County: Lake
Job No. :C-91-159-13
Agreement No.: JN-115-01
Contract No.: 60W06

JOINT 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 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 7,892 feet
Illinois Route 59 from Illinois Route 132 to Highwoods Drive, FAP Route 104, State
Job No.: C-91-159-13, State Contract No.: 60W06, State Section No. 105N-4
within Lake Villa Township, Lake Villa Fire Protection District, and the County of
Lake, by milling, resurfacing, reconstruction and adding turn lanes as follows:

Resurfacing Illinois Route 59 from north of Illinois Route 132 to Dering Lane and
from north of Ravine Drive to south of Highwoods Drive, widening from north of
Dering Lane to south of Lakeview Drive providing a 1-12 foot through traffic lanes in
each direction, a 12 foot traversable painted median, with an exclusive 12 foot left
turn lane in both directions at the intersection of Petite Lake Road, installation of a
new traffic signal at the intersection with Petite Lake Road, constructing HMA
shoulder and combination concrete curb and gutter, constructing a shared-use path

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on the west of Illinois Route 59 from Petite Lake Road to intersection to Ravine Drive, constructing a storm sewer system for highway drainage.

Reconstructing Petite Lake Road at the Intersection with Illinois Route 59 to provide 1-12 foot through lane in each direction with an exclusive 12 foot left turn lane, constructing concrete curb and gutter, constructing a shared-use path on the south side of Petite Lake Road, storm sewer for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; 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 reimbursement by the COUNTY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost participation 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 59 from Illinois Route 132 to Highwood Drive 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 59 from Illinois Route 132 to Highwoods Drive 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 59 from Illinois Route 132 to Highwoods Drive. 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 new 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 59 @ Petite Lake 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 STATE agrees to pay their proportionate share of this cost as billed by the local power company.

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)

Attest:

By: _____
(Print or Type)

Title: _____

Date: _____

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

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