

FAP Routes 333 and 344
IL Route 120 and US Route 45
State Section: 116TS&N-2
County Section: 12-00999-27-TL
County: Lake
Job No. : C-91-401-13
Contract No.: 60W92
JN-116-038

AGREEMENT

This Agreement entered into this _____ day of _____, 2016 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 FAP Route 333 (Illinois Route 120) between IL Route 134 and US Route 45, and FAP Route 344 (US Route 45) from Winchester Road to Peterson Road and from Casey Road to IL Route 120, as STATE Section 116TS&N-2, STATE Job No.: C-91-401-13, State Contract Number 60W92, COUNTY Section 12-00999-27-TL, by removing and replacing traffic signals at the intersections of IL Route 120 with IL Route 134 and with Hainesville Road, installing new fiber optic interconnect cable along IL Route 120 and upgrading the existing fiber optic interconnect along US Route 45, including cabinet wiring, fiber optic cable terminations, handholes and conduit. The project also includes widening, resurfacing and channelization at the intersection of IL Route 120 and Hainesville Road, placement of concrete sidewalk, placement of a Hot-Mix Asphalt Shared Use Path, installation of storm sewers and drainage structures and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

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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. The STATE will negotiate and/or coordinate with the Railroad for the adjustment of their railroad facilities.
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 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.

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.

5. 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.
6. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
7. Upon final field inspection of the improvement and so long as Illinois Route 120 and US Route 45 are used as STATE Highways, 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.
8. The COUNTY 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 120 and 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.
9. 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 existing Master Agreements executed by the STATE and the COUNTY and by the STATE and the various municipalities included within the limits of the project.
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. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals, then the COUNTY agrees to be financially responsible for its share of the traffic signals conjunction with the STATE's proposed improvement.
12. 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.
13. 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 West Winchester Road

Libertyville, IL 60048

Remainder of this page is intentionally left blank

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.

COUNTY OF LAKE

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

Title: County Board Chairman

Date: _____

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
John Fortmann, P.E.
Region One Engineer

Date: _____

Job No.: C-91-403-13
Agreement No.: JN-116-038

EXHIBIT A	
ESTIMATE OF COST	Contract 60W92

Type of Work	FEDERAL		STATE		COUNTY OF LAKE		VILLAGE OF HAINESVILLE		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$488,880	80%	\$122,220	20%		N/A%		N/A%	\$611,100
P&C Engineering (15%)	\$73,332	80%	\$18,333	20%		N/A%		N/A%	\$91,665
SHARED USE PATH & SIDEWALK									
Shared-use path on north side IL 120	\$6,960	80%		N/A%		N/A%	\$1,740	20%	\$8,700
P&C Engineering (15%)	\$1,044	80%		N/A%		N/A%	\$261	20%	\$1,305
Concrete sidewalk on south side IL 120	\$32,960	80%		N/A%		N/A%	\$8,240	20%	\$41,200
P&C Engineering (15%)	\$4,944	80%		N/A%		N/A%	\$1,236	20%	\$6,180
TRAFFIC SIGNALS									
IL 120 at Hainsville Rd	\$216,000	80%	\$27,000	10%	\$13,500	5%	\$13,500	5%	\$270,000
P&C Engineering (15%)	\$32,400	80%	\$4,050	10%	\$2,025	5%	\$2,025	5%	\$40,500
IL 120 at IL 134	\$200,800	80%	\$50,200	20%		N/A%		N/A%	\$251,000
Construction Engineering (10%)	\$20,080	80%	\$5,020	20%		N/A%		N/A%	\$25,100
Install Emergency Vehicle Pre-emption Systems, 2 locations		N/A%		N/A%	\$14,700	100%		N/A%	\$14,700
P&C Engineering (15%)		N/A%		N/A%	\$2,205	100%		N/A%	\$2,205
IL 120 at Alleghany Rd	\$30,000	80%	\$7,500	20%		N/A%		N/A%	\$37,500
Construction Engineering (10%)	\$3,000	80%	\$750	20%		N/A%		N/A%	\$3,750
IL 120 at Lake St	\$17,120	80%	\$4,280	20%		N/A%		N/A%	\$21,400
Construction Engineering (10%)	\$1,712	80%	\$428	20%		N/A%		N/A%	\$2,140
IL 120 at IL 83	\$26,640	80%	\$6,660	20%		N/A%		N/A%	\$33,300
Construction Engineering (10%)	\$2,664	80%	\$666	20%		N/A%		N/A%	\$3,330
IL 120 at Atkinson Rd	\$19,760	80%	\$4,940	20%		N/A%		N/A%	\$24,700
Construction Engineering (10%)	\$1,976	80%	\$494	20%		N/A%		N/A%	\$2,470
IL 120 at US 45	\$25,680	80%	\$6,420	20%		N/A%		N/A%	\$32,100
Construction Engineering (10%)	\$2,568	80%	\$642	20%		N/A%		N/A%	\$3,210
Traffic Signal Interconnect	\$276,960	80%	\$69,240	20%		N/A%		N/A%	\$346,200
Construction Engineering (10%)	\$27,696	80%	\$6,924	20%		N/A%		N/A%	\$34,620
LCDOT Passage Network	\$6,480	80%		N/A%	\$1,620	20%		N/A%	\$8,100
Construction Engineering (10%)	\$648	80%		N/A%	\$162	20%		N/A%	\$810
TOTAL	\$1,520,304		\$335,767		\$34,212		\$27,002		\$1,917,285

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.