

FAU Route 2711
Illinois Route 131
29th Street to New Kenosha Road
State Section: 27-N-6(15)
Lake County
Job No. : C-91-124-16
Contract No.:62B75
JN-117-017

AGREEMENT

This Agreement entered into this _____ day of _____, 2017 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 HIGHWAYS, 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 3200 lineal feet of FAU Route 2711, Illinois Route 131, STATE Section 27-N-6(15), STATE Job No.: C-91-124-16, State Contract Number 62B75, by widening, milling and resurfacing, from 29th Street to Realigned Kenosha Road to provide one 12 foot wide through traffic lane in each direction, a 12 foot wide painted median and a 12 foot wide northbound right turn lane at New Kenosha Road. Traffic signals will be installed at the Illinois Route 131 intersection with New Kenosha Road.and 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 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 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. 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. 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.
10. Upon final field inspection of the improvement and so long as Illinois Route 131 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 stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
11. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained New Kenosha Road, including COUNTY owned utilities and appurtenances thereto.
12. 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 131. 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.

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

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 131 at New Kenosha Rd		
STATE Share	100 %	100 %
COUNTY Share	0 %	0 %

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 signal 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 to in writing by the parties hereto.

14. 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.

15. 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.

16. 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.

17. 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

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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:

Clerk

(SEAL)

By: Aaron Lawlor
(Print or Type)

Title: County Board Chairman

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Region One Engineer

Date: _____

Job No.: C-91-124-16
Agreement No.: JN-117-017

EXHIBIT A	
ESTIMATE OF COST	Contract 62B75

Type of Work	FEDERAL		STATE		LAKE COUNTY		VILLAGE OF BEACH PARK		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$1,371,600	90%	\$152,400	10%		N/A%		N/A%	\$1,524,000
P&C Engineering (15%)	\$205,740	90%	\$22,860	10%		N/A%		N/A%	\$228,600
REALIGNED KENOSHA ROAD									
All roadway work excluding the following:		N/A%		N/A%	\$930,000	100%		N/A%	\$930,000
P&C Engineering (15%)		N/A%		N/A%	\$139,500	100%		N/A%	\$139,500
TRAFFIC SIGNALS									
IL Route 131 at Kenosha Road	\$171,000	90%	\$12,730	6.7%	\$6,270	3.3%		N/A%	\$190,000
P&C Engineering (15%)	\$25,650	90%	\$1,910	6.7%	\$941	3.3%		N/A%	\$28,500
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%	\$1,050
TOTAL	\$1,773,990		\$189,900		\$1,076,711		\$8,050		\$3,048,650

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.