

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, 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 as part of the Highway Safety Improvement Program is desirous of improving the existing signalized intersection on IL Rte 131 (Green Bay) at 14th/Pulaski Drive (County Hwy 78 and County Section 20-00999-75-TL) by modernizing the traffic signal, replacement of controller, cabinet, posts and mast arms (to be known as Job Number C-91-353-19, Section 2019-028-TS and Contract No. 62J06) 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 COUNTY shares jurisdiction of the following intersection with the STATE at IL Rte 131 (Green Bay) at 14th/Pulaski Drive

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:

TRAFFIC SIGNAL MODERNIZATION	FEDERAL FUNDS	STATE FUNDS	COUNTY FUNDS	WAUKEGAN FUNDS
IL Rte 131 (Green Bay) at 14th/Pulaski Dr	90%	5%	5%	0%

EMERGENCY VEHICLE RELOCATION	FEDERAL FUNDS	STATE FUNDS	COUNTY FUNDS	WAUKEGAN FUNDS
IL Rte 131 (Green Bay) at 14th/Pulaski Dr	0%	0%	0%	100%

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

TRAFFIC SIGNAL MODERNIZATION	TOTAL	FEDERAL FUNDS	STATE FUNDS	COUNTY FUNDS	WAUKEGAN FUNDS
Location					
IL Rte 131 (Green Bay) at 14th/Pulaski Dr	\$290,000.00	\$261,000.00	\$14,500.00	\$14,500.00	\$0
Engineering (15%)		\$39,150.00	\$2,175.00	\$2,175.00	\$0
TOTAL		\$300,150.00	\$16,675.00	\$16,675.00	\$0

EMERGENCY VEHICLE RELOCATION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS	COUNTY FUNDS	WAUKEGAN FUNDS
Location					
IL Rte 131 (Green Bay) at 14th/Pulaski Dr	\$1,300.00	\$0	\$0	\$0	\$1,300.00
Engineering (15%)		\$0	\$0	\$0	\$195.00
TOTAL		\$0	\$0	\$0	\$1,495.00

FIBER-OPTIC INTERCONNECT	TOTAL COST	FEDERAL FUNDS	STATE FUNDS	COUNTY FUNDS	WAUKEGAN FUNDS
Location					
IL Rte 131 (Green Bay) at 14th/Pulaski Dr to 10 th Street	\$25,000.00	\$22,500.00	\$2,500.00	\$0	\$0
Engineering (15%)		\$3,375.00	\$375.00	\$0	\$0
TOTAL		\$25,875.00	\$2,875.00	\$0	\$0

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 signal shall become a part of the current agreement between Lake County and the Department of Transportation.
7. The actual maintenance will be performed by the STATE with its own forces or through an ongoing contractual agreement.
8. 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.
9. The STATE retains the right to control the sequence of timing on the traffic signals.
10. The STATE will be responsible for maintenance of lane line and median line markings. The COUNTY will be responsible for maintenance of crosswalk and stop line markings under their jurisdiction.
11. The COUNTY agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.
12. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

RECOMMENDED FOR EXECUTION:

COUNTY OF LAKE

Director of Transportation/County Engineer

By: _____
Chair, Lake County Board

Date: _____

ATTEST:

Clerk

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Anthony J. Quigley, P.E.
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersection of IL Rte 131 (Green Bay) at 14th/Pulaski Drive, Lake County hereby approves to that portion of the plans and specifications relative to the County's financial obligations described herein prior to the STATE'S advertising for the proposed traffic signal improvements at said intersection above.

APPROVED:

By: _____
DIRECTOR OF TRANSPORTATION/
COUNTY ENGINEER

Date: _____