

# DRAFT

FAP Route 303 IL Route 173  
At North Lake Avenue  
State Section: (134&134X)N  
Lake County  
Job No. : C-91-558-12  
Contract No.: 60V39  
Agreement No: JN-120-009

## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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 approximately 2,140 lineal feet  
of FAP Route 303, IL Route 173 at North Lake Avenue, STATE Section  
(134&134X)N, STATE Job No.: C-91-558-12, State Contract Number 60V39,  
COUNTY Section 21-000148-03-WR as follows:

The proposed scope of work consists of intersection improvement by widening of IL  
173 along the north side to provide a westbound right turn lane and an eastbound  
left turn lane. IL 173 will have (1) 12 foot thru lane in each direction, (1) 12 foot  
eastbound left turn lane, (1) 12 foot westbound right turn lane. North Lake Avenue  
will have (1) 12 foot southbond left turn lane, (1) 12 foot southbound right turn lane,  
and (1) 12 foot northbound thru lane. Drainage improvements to the project consist

of a combination of an open and closed drainage system. IL 173 will have a combination of curb and gutter and 10 foot asphalt shoulders adjacent to the lanes. New traffic signals will be installed at the intersection and all other work necessary to complete the improvement in accordance with the approved plans and specifications.

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 or COUNTY.
7. Upon final field inspection of the improvement and so long as IL Route 173 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.
8. The COUNTY agrees to continue its existing maintenance responsibilities on North Lake Avenue and all other 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 IL Route 173. 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 new traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined the Master Agreement executed by the STATE and the COUNTY on April 4, 2005.
10. It is mutually agreed that the actual traffic signal and video monitoring camera maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.
11. All costs associated with the installation, future maintenance or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the COUNTY. This includes, but is not limited to, painting of the signal hardware, aesthetic poles, audible pedestrian signals, etc.
12. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the COUNTY agrees to be financially responsible for all costs to relocate or replace the video monitoring camera equipment in conjunction with the STATE's proposed improvement.
13. 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.

14. 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:

LCDOT

600 W Winchester Road

Libertyville, Illinois 60048

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)

By: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

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

Attest:

\_\_\_\_\_

Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

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

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

**EXHIBIT A  
ESTIMATE OF COST Contract 60V39**

Type of Work	FEDERAL		STATE		LAKE COUNTY		ANTIOCH FIRE DEPT.		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$1,248,000	80%	\$312,000	20%		N/A%		N/A%	\$1,560,000
P&C Engineering (15%)	\$96,000	80%	\$24,000	20%		N/A%		N/A%	\$120,000
<b>TRAFFIC SIGNALS</b>									
<b>IL 173 AT North Lake Ave.</b>	\$127,200	80%	\$21,147	13.3%	\$10,653	6.7%			\$159,000
P&C Engineering (15%)	\$19,080	80%	\$3,172	13.3%	\$1,598	6.7%			\$23,850
Emergency Vehicle Pre-emption System		N/A%		N/A%			\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%	\$1,050
Install Video monitoring Cameras					\$12,000	100%			\$12,000
P&C Engineering (15%)					\$1,800	100%			\$1,800

**OTHER**

<b>TOTAL</b>	<b>\$1,490,280</b>		<b>\$360,319</b>		<b>\$26,051</b>		<b>\$8,050</b>		<b>\$1,884,700</b>

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.

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of IL Route 173, known as FAP Route 303, State Job Number: C-91-558-12, State Section (134&134X)N, Contract Number 60V39, the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_