

Draft

FAP Route 535 IL Route 60
At Wilson Road
State Section: 118N-2
Lake County
Job No. : C-91-135-14
Contract No.: 60X57
Agreement No: JN-121-025

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 1300 lineal feet
of FAP Route 535, IL Route 60 at Wilson Road, STATE Section 118N-2, STATE Job
No.: C-91-135-14, State Contract Number 60X57, COUNTY Section 21-00070-11-
WR as follows:

The proposed scope of work will consist of widening both sides of IL 60 and
resurfacing the existing pavement on all three legs of the intersection, replacing and
extending five culverts with the project area, removal of the existing stop sign and
replacing it with a new traffic signal, installing emergency vehicle preemption devices
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 or COUNTY.
7. Upon final field inspection of the improvement and so long as IL Route 60 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 Wilson Road 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 60. 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 be 100% STATE and added to the existing Master Agreement executed by the STATE and the COUNTY.

10. 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 its share of costs in the traffic signal work in conjunction with the STATE's proposed improvement.

11. 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.

12. 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: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of IL Route 60, known as FAP Route 535, State Job Number: C-91-135-14, State Section 118N-2, Contract Number 60X57, 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 County Engineer _____

Date _____

**EXHIBIT A
ESTIMATE OF COST Contract 60X57**

Type of Work	FEDERAL		STATE		LAKE COUNTY		WAUCONDA FIRE DISTRICT		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$732,600	90%	\$81,400	10%		N/A%		N/A%	\$814,000
P&C Engineering (15%)	\$109,890	90%	\$12,210	10%		N/A%		N/A%	\$122,100
TRAFFIC SIGNALS									
New Traffic Signal IL 60 at Wilson Road	\$247,500	90%	\$18,425	6.7%	\$9,075	3.3%			\$275,000
P&C Engineering (15%)	\$37,125	90%	\$2,764	6.7%	\$1,361	3.3%			\$41,250
Emergency Vehicle Pre-emption System		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

OTHER

TOTAL	\$1,127,115		\$114,799		\$10,436		\$8,050		\$1,260,400

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.

Exhibit B
FUNDING RESOLUTION