

FAP 869 (IL 14/IL 37)  
Section 5N-3  
Franklin County  
Job No. C-99-021-23  
Agreement No. JN9-26-004  
Contract No. 78977

**AGREEMENT** No. 2026-06  
**Benton Square Reconstruction/ADA**

This agreement, entered into this 16th day of March, AD 2026, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the COUNTY OF FRANKLIN, of the State of Illinois, 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 869 Illinois Route 14/Illinois Route 37 in the COUNTY, by converting the Benton Square to a roundabout within the City of Benton, in the COUNTY, known as State Section 5N-3 as follows:

- A. Pavement patching
- B. Removal and replacement of 1.5 inches of HMA wearing surface around the entire Benton Square, including the inner square and outer square parking lanes.
- C. On all 4 legs of the square from the outer edge of proposed HMA pavement surface for 60 feet outward, proposed work includes pavement removal & replacement with PCC pavement, construction of raised splitter islands, concrete bump out islands, concrete curb and gutter, mountable truck aprons, sidewalk removal and replacement, and construction of ADA ramps with pedestrian crossing pavement markings across IL 14 west, IL 37 south, IL 34 east and IL 14/IL 37 north..
- D. On the north and south side of the Franklin County Courthouse, construct raised concrete bump out islands with ADA ramps on the inside and outside of the existing square with pedestrian crossing pavement markings across the thru traffic lane of the square, allowing pedestrians to cross from the Franklin County Courthouse to the Peoples National Bank Building and to the Drew Law Group Building.

and by performing 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 the 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 all the construction and engineering costs subject to reimbursement by the COUNTY as hereinafter stipulated.
3. The STATE agrees to maintain or cause to be maintained FAP 869, Illinois Route 14/Illinois Route 37 (Benton Square Pavement), which is understood to include the thru and turn lanes.
4. Upon completion of the improvement the COUNTY agrees to maintain or cause to be maintained at its own cost and expense the improved portions of the project beyond that which is maintained by the STATE or the City of Benton as outlined above of FAP 869, Illinois Route 14/Illinois Route 37, which is understood to include the new inner square parking lane pavement, concrete bump out islands, concrete curb and gutter, concrete sidewalk and ADA ramps adjacent to the Franklin County Courthouse property, as well as the new pedestrian crossing pavement markings across the thru traffic lane of the square on the north and south side of the Franklin County Courthouse.
5. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

| TYPE OF WORK                                       | FED<br>COST | %  | STATE<br>COST | %  | COUNTY<br>COST | %  | TOTAL       |
|----------------------------------------------------|-------------|----|---------------|----|----------------|----|-------------|
| All construction costs<br>excluding the following: | \$1,159,200 | 80 | \$289,800     | 20 |                | 0  | \$1,449,000 |
| Parking                                            | \$40,800    | 80 | 5,100         | 10 | \$5,100        | 10 | \$51,000    |
| SUBTOTAL                                           | \$1,200,000 |    | \$294,900     |    | \$5,100        |    | \$1,500,000 |
| P & C Engineering<br>(15%)                         | \$180,000   |    | \$44,235      |    | \$765          |    | \$225,000   |
| TOTALS:                                            | \$1,380,000 |    | \$339,135     |    | \$5,865        |    | \$1,725,000 |

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. The COUNTY's total cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering.

6. The COUNTY has adopted a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "EXHIBIT A" and made a part hereof.
7. Upon award of this contract for this improvement, the STATE shall bill the COUNTY, and the COUNTY will pay to the STATE from any funds allotted to the COUNTY 80% of its obligation incurred under this agreement. The remaining balance shall be paid by the COUNTY upon completion of the contract for this improvement and billing from the STATE.
8. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated and/or adjusted if required, at no expense to the STATE.
9. The COUNTY agrees to cause its utilities located within the limits of the proposed project to be relocated and/or adjusted if required, at no expense to the STATE.
10. The COUNTY has reviewed and approved the detailed construction plans for the work to be performed and by execution of this agreement gives witness to its approval of the plans and specifications as prepared.
11. This AGREEMENT shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
12. 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 FRANKLIN

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By:   
Franklin County Board Chairman  
March 16  
\_\_\_\_\_, 2026

By: \_\_\_\_\_  
Regional Engineer  
\_\_\_\_\_, 2026

## **EXHIBIT A**

**COUNTY OF FRANKLIN, please submit a resolution equal to or greater than our estimate of your cost as shown on the table above to verify the revenue stream to pay for the COUNTY's share.**