

**AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF DEER PARK  
FOR THE MAINTENANCE OF THE LANDSCAPE MATERIALS  
WITHIN ONE (1) LANDSCAPED MEDIAN  
ON QUENTIN ROAD (COUNTY HIGHWAY 5)**

**THIS AGREEMENT** is entered into this \_\_\_\_\_, day of \_\_\_\_\_, A.D. 20\_\_\_\_, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF DEER PARK, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as the VILLAGE.

**WITNESSETH**

**WHEREAS**, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous to make certain roadway improvements along Quentin Road (County Highway 5) from a point approximately 600 feet north of Rue Royale/Field Parkway northward to Boschome Road (north of U.S. Route 12); and,

**WHEREAS**, said roadway improvements along Quentin Road including the widening and reconstruction of Quentin Road, the addition of dedicated left-turn lanes at the intersection of Quentin Road and U.S. Highway 12 (Rand Road) and the installation of three (3) planted medians on Quentin Road (hereinafter the IMPROVEMENT, which shall also be referred to as County Section 02-00051-08-WR); and,

**WHEREAS**, the COUNTY share prepare all surveys, design engineering plans and specifications, bid documents and furnish construction engineering supervision, and cause the IMPROVEMENT to be built in accordance with the approved plans, specifications, and construction contract, subject to the approval of IDOT (hereinafter PLANS). Said PLANS by reference herein are hereby made a part hereof (i.e., those PLANS dated August 26, 2011, prepared by Civiltech Engineering, Incorporated); and,

**WHEREAS**, the PLANS contain an EROSION CONTROL AND LANDSCAPING PLAN (hereinafter LANDSCAPING PLAN) detailing the size, type and species of live planted materials to be installed as part of the IMPROVEMENT (hereinafter LANDSCAPE MATERIALS), and Sheets 63 and 64 excerpted from the LANDSCAPING PLAN are attached

as EXHIBIT A to THIS AGREEMENT; and,

**WHEREAS**, one (1) of the three (3) proposed planted medians being installed as part of the IMPROVEMENT lie within VILLAGE limits. Said planted median is designated as the MEDIAN; and,

**WHEREAS**, the MEDIAN shall be constructed south of U.S. Highway 12 (Rand Road) (with the northern tip of the MEDIAN being situated approximately 575 feet south of Rand Road) and shall contain LANDSCAPE MATERIALS, in accordance with the attached EXHIBIT A to THIS AGREEMENT, containing two (2) sheets excerpted from the LANDSCAPING PLAN; and,

**WHEREAS**, the COUNTY has received approval for the use of federal Surface Transportation Program (STP) funds relating to the IMPROVEMENT, which is programmed through the Lake County Council of Mayors; and,

**WHEREAS**, the Lake County Council of Mayors is part of the Chicago Metropolitan Agency for Planning (CMAP), which is the designated metropolitan planning organization for northeastern Illinois, which facilitates the distribution of these federal funds; and,

**WHEREAS**, the Illinois Department of Transportation (IDOT) is the implementing agency for STP funding; as such, IDOT will let the IMPROVEMENT. Said STP funding normally covers 70% of the construction and construction engineering supervision costs of federally-eligible items, but the total amount to be supplied by IDOT may be fixed; and,

**WHEREAS**, the COUNTY agrees to construct the MEDIAN and to provide and install trees (hereinafter TREES) in the MEDIAN with no reimbursement by the VILLAGE; and,

**WHEREAS**, the VILLAGE has indicated its desire to add certain perennial plants (hereinafter PERENNIALS) within the MEDIAN; and,

**WHEREAS**, the COUNTY agrees to install said PERENNIALS in the MEDIAN with reimbursement by the VILLAGE as stipulated in the attached EXHIBIT B to THIS AGREEMENT; and,

**WHEREAS**, the VILLAGE has expressed its desire to maintain said LANDSCAPE MATERIALS (including TREES and PERENNIALS, plus any and all ancillary live plantings installed under the IMPROVEMENT) within the MEDIAN with no reimbursement by the COUNTY; and,

**WHEREAS**, the IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE and will be permanent in nature;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

#### **SECTION I.**

##### **Recitals/Headings**

1. It is mutually agreed by and among the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and among the parties hereto that the "headings" as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

#### **SECTION II.**

##### **Construction of the IMPROVEMENT**

1. The COUNTY agrees to prepare the PLANS, and the VILLAGE shall have the opportunity to review and approve the LANDSCAPING PLAN (contained within the PLANS) and said approval shall not be unreasonably withheld by the VILLAGE.
2. It is mutually agreed by and between the parties hereto that the MEDIAN shall contain trees as well as certain perennials, in accordance with the attached EXHIBIT A to THIS AGREEMENT.
3. It is mutually agreed by and between the parties hereto that the COUNTY has received

approval for the use of federal Surface Transportation Program (STP) funds relating to the IMPROVEMENT.

4. The COUNTY agrees to construct the IMPROVEMENT and to provide and install the LANDSCAPE MATERIALS in the MEDIAN with reimbursement by the VILLAGE as stipulated in the attached EXHIBIT B.
5. It is mutually agreed by and between the parties hereto that, as of this writing, the anticipated IDOT letting date for the IMPROVEMENT is January 2012. The date of said scheduled IDOT letting is subject to change without notice to the VILLAGE and is a function of the availability of funding and project readiness.

### **Section III.**

#### **Maintenance of the LANDSCAPE MATERIALS in the MEDIAN**

1. The VILLAGE agrees to maintain, or cause to be maintained, the LANDSCAPE MATERIALS within the MEDIAN, with no reimbursement by the COUNTY.
2. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT and upon notice from the COUNTY, the VILLAGE shall commence its maintenance upon the LANDSCAPE MATERIALS in the MEDIAN.
3. The COUNTY shall include in the PLANS a requirement for a full-replacement guarantee should any of the LANDSCAPE MATERIALS not remain in a live, healthy condition throughout the construction of the IMPROVEMENT and for a period of one (1) year following the date of planting, per the Standard Specification contained within the construction contract.
4. It is mutually agreed by and between the parties hereto that should any of the specified LANDSCAPE MATERIALS included in the LANDSCAPING PLAN show signs of decline and/or disease, as mutually determined by the COUNTY and the VILLAGE, except to the extent covered by the guarantee described in Paragraph 3 above, the VILLAGE shall promptly remove and replace said LANDSCAPE MATERIALS at its sole expense.

5. The COUNTY agrees to provide to the VILLAGE a four (4)-hour maintenance seminar, at no cost to the VILLAGE, on the maintenance of the LANDSCAPE MATERIALS in the MEDIAN. The scheduling of said maintenance seminar shall occur prior to the completion of construction of the IMPROVEMENT and shall be coordinated in a manner so as to ensure the attendance of the appropriate personnel from the VILLAGE.
6. It is further mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE shall perform its maintenance on the LANDSCAPE MATERIALS in the MEDIAN during non-peak traffic times, namely on weekdays, between 9:00 a.m. and 3:00 p.m.

It is further mutually agreed by and between the parties hereto that the VILLAGE must submit to the COUNTY, for the COUNTY's approval, an executed standard form supplied by the COUNTY, as authorized by the COUNTY's HIGHWAY UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, to wit a MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by the effective date of THIS AGREEMENT for the maintenance of the LANDSCAPE MATERIALS, the approval of which shall not be unreasonably withheld by the COUNTY. If said MUNICIPAL ACCEPTANCE FORM is not submitted and approved, the COUNTY is under no obligation to include the MEDIAN in the construction of the IMPROVEMENT.

#### **SECTION IV.**

##### **The VILLAGE's Reimbursements to the COUNTY**

1. It is mutually agreed by and between the parties hereto that STP funding (at 70%) applies to all federally-eligible items, including construction and construction engineering supervision, up to a maximum of \$7,560,000 and that the COUNTY and the VILLAGE must supply the remaining 30% (Local Share).

It is further mutually agreed by and between the parties hereto that, should 70% of the total project costs exceed \$7,560,000, then the COUNTY and the VILLAGE are together responsible for any amount over the maximum federal participation of \$7,560,000 (EXCESS COSTS). It is the intent and stipulation of THIS AGREEMENT that the EXCESS COSTS will be divided in accordance with the "Portion Attributable to the

VILLAGE" shown in Exhibit B. This means the VILLAGE would pay 100% of any non-participating items or the Local Share of just the costs relating to the PERENNIALS.

2. It is mutually agreed by and between the parties hereto that the COUNTY shall construct the IMPROVEMENT under the requirements of the agreement between the COUNTY and IDOT relative to the STP funding to be supplied by IDOT for the IMPROVEMENT.
3. The VILLAGE agrees to pay one-hundred percent (100%) of the Local Share of the costs relating to the PERENNIALS.
4. The VILLAGE agrees that upon award of the contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its obligation incurred under THIS AGREEMENT. Payment at the time of the award and receipt of an invoice is estimated to be \$7,537.35.

The VILLAGE further agrees to pay the COUNTY the remaining five percent (5%) of its obligation under this AGREEMENT in a lump sum amount within thirty (30) days from the receipt of an invoice from the COUNTY, following completion of the project. Said remaining five percent shall be based on final costs at contract unit prices for actual work performed. Final payment to the COUNTY is estimated to be \$396.70.

5. In the event that the COUNTY received more than the specified amount of \$7,560,000 towards the 70% federal share of the total cost of the IMPROVEMENT, then the parties mutually agree that the remaining 30% (Local Share) shall be based upon that amount.

#### **SECTION V. General Provisions**

1. It is agreed by and between the parties hereto that THIS AGREEMENT is subject to the requirements of the agreement between the COUNTY and IDOT relative to the STP funding to be supplied by IDOT for the IMPROVEMENT.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that all or a portion of the costs of the PERENNIALS are not eligible for

federal funding, the VILLAGE shall be responsible for one-hundred percent (100%) of all non federally-eligible costs for the ineligible portion of the PERENNIALS.

2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents) the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
4. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on December 1, 2011, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2011. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to December 1, 2011, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their signature.

6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the remaining parties to THIS AGREEMENT.
10. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
12. THIS AGREEMENT shall remain in full force and effect for such a period of time as the MEDIAN, in whole or in part, remain in place and in use.



13. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the IMPROVEMENT are not awarded by January 1, 2015.

**VILLAGE OF DEER PARK**

ATTEST:

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

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

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Lake County  
County Engineer/  
Director of Transportation

**COUNTY OF LAKE**

ATTEST:

\_\_\_\_\_  
Clerk  
Lake County

By: \_\_\_\_\_  
Chairman  
Lake County of Board

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

**EXHIBIT A  
LANDSCAPING PLAN**

*(i.e., Sheets 63 and 64 of the LANDSCAPING PLAN)*

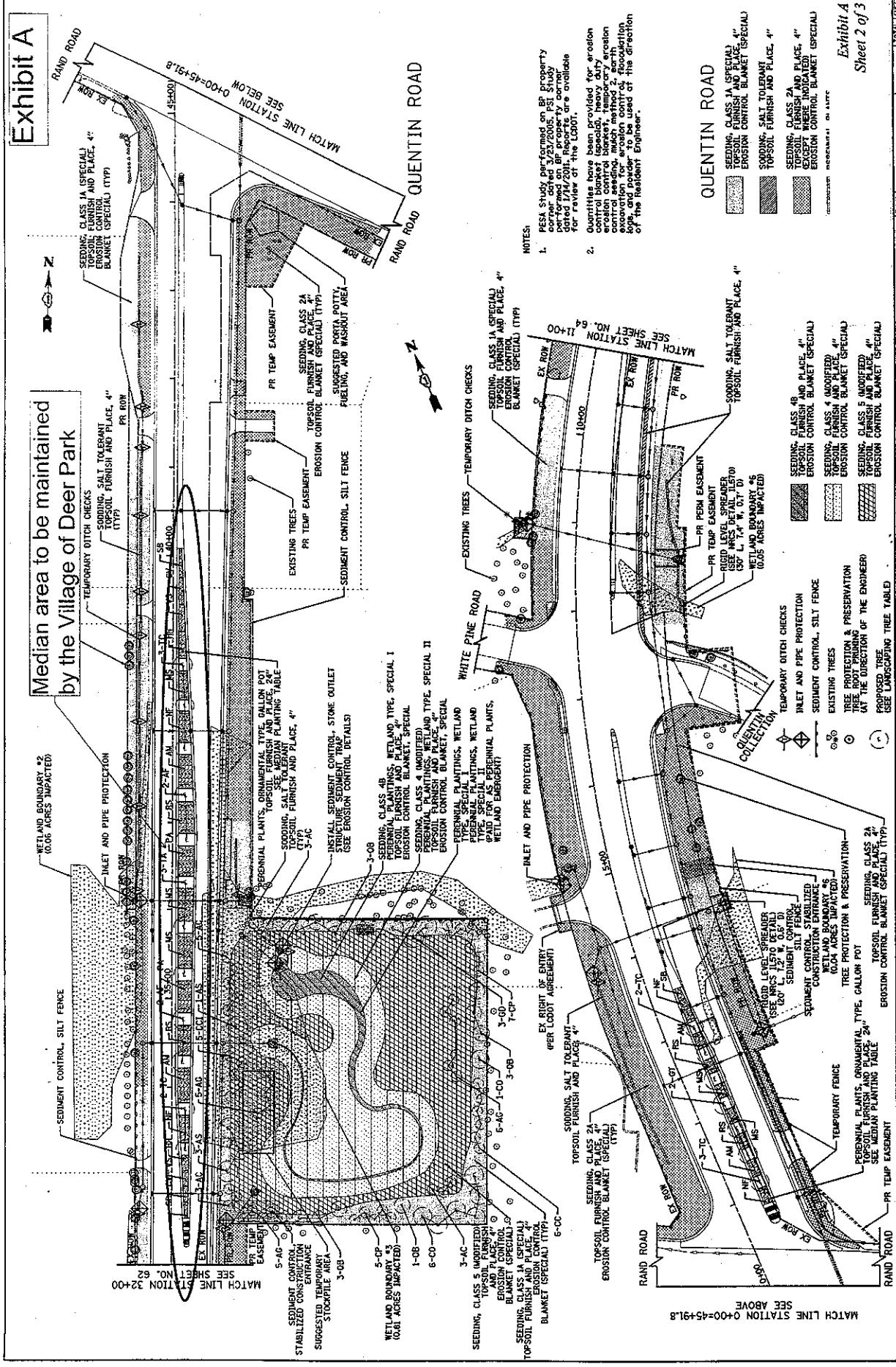
*Quentin Road Roadway Improvements  
County Section 02-00051-08-WR*

*Exhibit A  
Sheet 1 of 3*

County Section No. 02-00051-08-WR

**Exhibit A**

Median area to be maintained by the Village of Deer Park



- NOTES:**
1. PESA STUDY performed on BP property corner dated 3/25/2005, PSI Study being filed on BP property corner for review of the LGD.
  2. Quantities have been provided for erosion control blanket (special), heavy duty erosion control blanket, temporary erosion control blanket, and excavation excavation for erosion control, rock riprap, and piling to be used at the direction of the resident engineer.

**QUENTIN ROAD**

- SEEDING, CLASS 1A (SPECIAL) TOPSOIL FURNISH AND PLACE, 4"
- EROSION CONTROL BLANKET (SPECIAL)
- SODDING, SALT TOLERANT TOPSOIL FURNISH AND PLACE, 4"
- SEEDING, CLASS 2A TOPSOIL FURNISH AND PLACE, 4"
- EROSION CONTROL BLANKET (SPECIAL)
- EXCEPT WHERE INDICATED

**QUENTIN ROAD**

- SEEDING, CLASS 4B AND PLACE, 4"
- EROSION CONTROL BLANKET (SPECIAL)
- SEEDING, CLASS 4 (MODIFIED) TOPSOIL FURNISH AND PLACE, 4"
- EROSION CONTROL BLANKET (SPECIAL)
- SEEDING, CLASS 6 (MODIFIED) TOPSOIL FURNISH AND PLACE, 4"
- EROSION CONTROL BLANKET (SPECIAL)

**Exhibit A**  
Sheet 2 of 3

40 E Ontario Ave, Suite 300 Schaumburg, Illinois 60194 Tel: 630.773.3900 Fax: 630.773.3975 <a href="http://www.civiltech.com">www.civiltech.com</a>		REVISIONS: <table border="1"> <tr><td>NO.</td><td>DATE</td><td>BY</td><td>REVISION</td></tr> <tr><td>1</td><td>8/26/2011</td><td>RTM</td><td>REVISED</td></tr> <tr><td>2</td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td></tr> </table>		NO.	DATE	BY	REVISION	1	8/26/2011	RTM	REVISED	2				3				4				5				6				7				8				9				10				STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION SHEET NO. 2 OF 5 SHEETS		EROSION CONTROL & LANDSCAPING MATCH LINE STATION 0+00=45+91.8 MATCH LINE STATION 11+00	
NO.	DATE	BY	REVISION																																																
1	8/26/2011	RTM	REVISED																																																
2																																																			
3																																																			
4																																																			
5																																																			
6																																																			
7																																																			
8																																																			
9																																																			
10																																																			
PROJECT NO. 08-0005-04-WE CONTRACT NO. X000X DATE: 8/26/2011		SCALE: HORIZ: 1" = 50' VERT: 1" = 10'		COUNTY: DEKALB SECTION: 02-0005-04-WE LAKE: 103 L&S: 103 CONTRACT NO. X000X SHEET NO. 2 OF 5 SHEETS																																															

NO.	DATE	BY	REVISION
1	8/26/2011	RTM	REVISED
2			
3			
4			
5			
6			
7			
8			
9			
10			

NO.	DATE	BY	REVISION
1	8/26/2011	RTM	REVISED
2			
3			
4			
5			
6			
7			
8			
9			
10			



**EXHIBIT B**  
**Estimated Division of Costs for the IMPROVEMENT**

*Quentin Road Roadway Improvements*  
*County Section 02-00051-08-WR*

<b>Breakdown for the Costs of the Landscape Materials</b>							
Pay Item	Estimated Cost <sup>(1)</sup>	Portion Attributable to FHWA (IDOT)		Portion Attributable to the COUNTY		Portion Attributable to the VILLAGE	
		Percentage	Cost	Percentage	Cost	Percentage	Cost
Landscape Materials - TREES	\$ 10,010.00	70%	\$ 7,007.00	30%	\$ 3,003.00	0%	\$ -
Landscape Materials - PERENNIALS	\$ 24,042.59	70%	\$ 16,829.81	0%	\$ -	30%	\$ 7,212.78
						Subtotal	\$ 7,212.78
						Construction Supervision (10% of construction costs)	\$ 721.28
						Total Reimbursable Costs	\$ 7,934.05

<sup>(1)</sup> Source: Engineer's Estimate of Probable Cost, by Civiltech Engineering, Inc., dated July 15, 2011.