

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BUFFALO GROVE
FOR ROADWAY IMPROVEMENTS
ALONG DEERFIELD PARKWAY (COUNTY HIGHWAY 11),
BETWEEN BUSCH PARKWAY AND BARCLAY BOULEVARD
AND AT THE INTERSECTION OF
BUFFALO GROVE ROAD (COUNTY HIGHWAY 16) AT SANDALWOOD ROAD**

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 Buffalo Grove, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain permanent roadway improvements including (a) the resurfacing of a segment of Deerfield Parkway (County Highway 11) between Busch Parkway and Barclay Boulevard, measuring approximately 1,593 feet (0.30 miles), employing a process referred to as ultra-thin whitetopping (“UTW”) and the installation of approximately 1,593 feet (0.30 miles) of 5-foot wide Portland cement concrete (“PCC”) sidewalk within the north side of the Deerfield Parkway right-of-way (hereinafter SIDEWALK) and (b) the ultra-thin whitetopping of the pavement at the intersection of Buffalo Grove Road (County Highway 16) at Sandalwood Road; and,

WHEREAS, the above-listed construction work items labeled (a) and (b), plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT and shall also be known as County Section Number 10-00999-11-RS; and,

WHEREAS, a general depiction of the SIDEWALK is provided in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Deerfield Parkway and Buffalo Grove Road; and,

WHEREAS, the VILLAGE is desirous to include the construction of the SIDEWALK, as a municipal facility, within the Deerfield Parkway right-of-way; and,

WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE; and,

WHEREAS, the estimated total cost to the VILLAGE for its share of the IMPROVEMENT is as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made 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, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT (hereinafter PLANS) in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the VILLAGE as

hereinafter stipulated.

As of this writing, the current PLANS are the pre-final set of plans prepared by McDonough Associates, Incorporated, dated February 10, 2012. Said PLANS, by reference herein, hereby become a part hereof.

The VILLAGE shall have the opportunity, but not the responsibility, to review said PLANS. Said review of the PLANS by the VILLAGE shall not be unnecessarily withheld.

2. The COUNTY agrees to cause the construction of the IMPROVEMENT to be let and awarded. As of this writing, the anticipated letting date for the IMPROVEMENT is in April of 2012. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, with reimbursement from the VILLAGE as hereinafter stipulated.
4. The VILLAGE is desirous to own and maintain the SIDEWALK, as a municipal facility, with no reimbursements from the COUNTY, including making changes or revisions to the SIDEWALK as needed because of the operations of the Lake County Division of Transportation or at the specific request of the COUNTY for any maintenance items determined necessary for roadway purposes in the sole and exclusive judgment of the COUNTY's County Engineer (hereinafter COUNTY ENGINEER).
5. 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 form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by May 1, 2012 for the SIDEWALK, the approval of which shall not be unnecessarily withheld by the COUNTY.
6. The VILLAGE agrees that the operation and maintenance of its SIDEWALK shall be in accordance with the MUNICIPAL ACCEPTANCE FORM.
7. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR

NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new municipal sidewalk within County Highway rights-of-way.

The VILLAGE agrees that the sharing of costs for the installation of SIDEWALK shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the SIDEWALK, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering and construction costs for the SIDEWALK, as provided in EXHIBIT B.

8. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the SIDEWALK is \$24,695.24.

The VILLAGE further agrees that upon award of the construction 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 amount based on the awarded contract unit prices for the SIDEWALK work, an amount equal to ninety-five percent (95%) of its obligation. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$23,460.48.

The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the SIDEWALK upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$1,234.76.

SECTION III.

General Provisions

1. 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.

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 ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. 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 provision 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.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on May 1, 2012, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to May 1, 2012. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to May 1, 2012, 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 his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction 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 and obligations contained herein.
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. No party hereto may 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 COUNTY, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

11. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2017.

ATTEST:

Janet M. Suedian
Village Clerk

VILLAGE OF BUFFALO GROVE

By: [Signature]
Village President

Date: 4/16/12

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation / County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chairman
Lake County Board

Date: _____

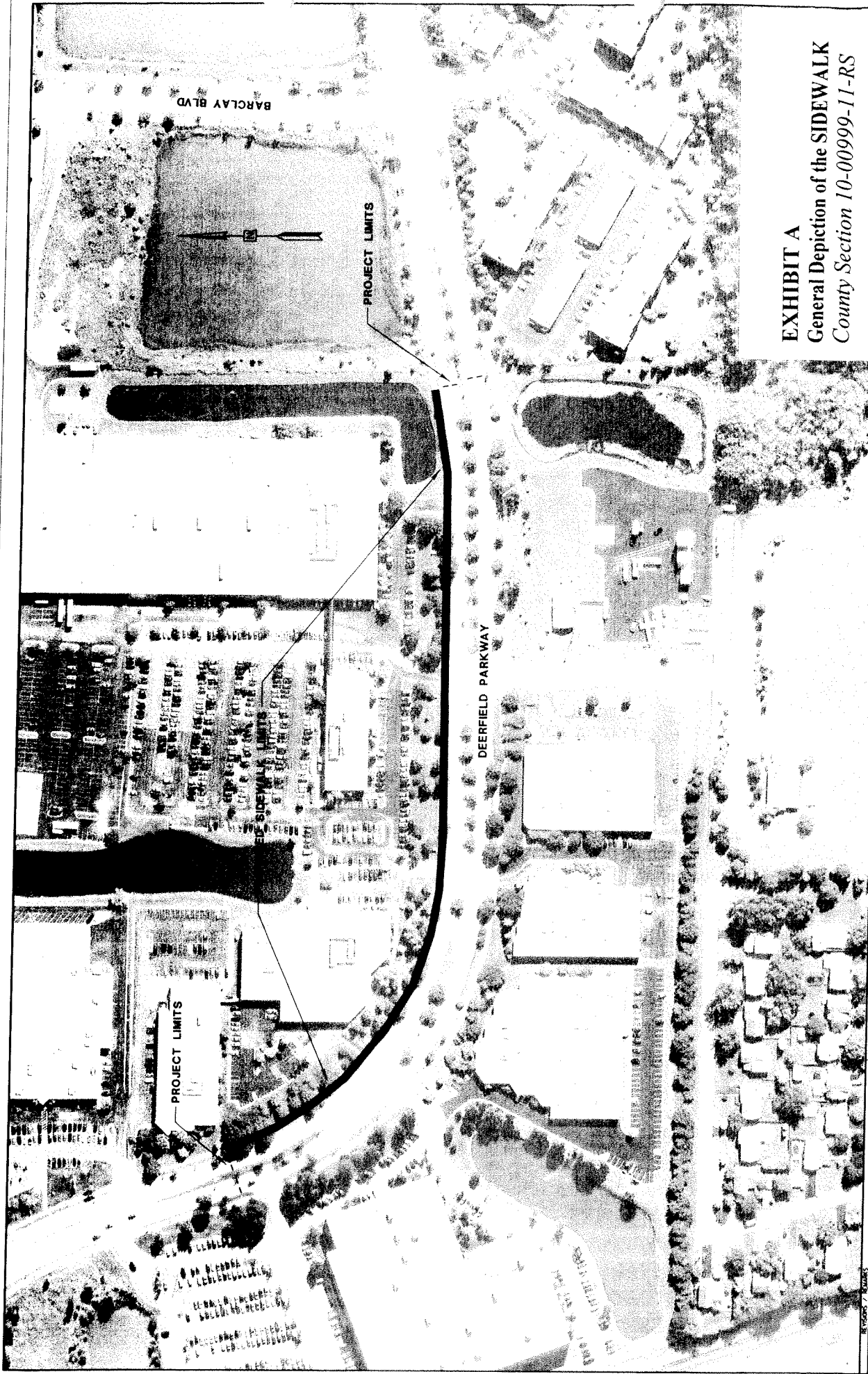


EXHIBIT A
General Depiction of the SIDEWALK
County Section 10-00999-11-RS

NO.	REVISION / REMARKS	DATE	BY	SCALE	DATE FOR PLOTTING	DATE FOR PLOTTING	ROUTE	SECTION	SECTION NUMBER	SHEET	SHEETS	
				AS SHOWN	10/01/10	10/01/10	CH16	248	10-00999-11-RS	1	1	
FILE NAME: UNASSIGNED\10-00999-11-RS Deerfield Parkway & Busch Whitetopping\Graphic\10-00999-11-RS.dwg SCALE: AS SHOWN DATE FOR PLOTTING: 10/01/10 DATE FOR PLOTTING: 10/01/10 ROUTE: CH16 SECTION: 248 SECTION NUMBER: 10-00999-11-RS SHEET: 1 SHEETS: 1												
ULTRATHIN WHITETOPPING DEERFIELD PARKWAY					Lake County Division of Transportation			SIDEWALK LOCATION EXHIBIT BUSCH PARKWAY TO BARCLAY BLVD				

EXHIBIT B
Estimated Division of Costs for the IMPROVEMENT
County Section 10-00999-11-RS

Pay Item	Estimated Cost	Portion Attributable to the COUNTY		Portion Attributable to the VILLAGE	
		Percentage	Cost	Percentage	Cost
INSTALLATION OF SIDEWALK ⁽¹⁾ Approx. 1,593 feet (0.3 mi.) of 5-ft. PCC sidewalk North side of Deerfield Parkway	\$ 105,535.22	80%	\$ 84,428.18	20%	\$ 21,107.04
Subtotal					\$ 21,107.04
Engineering (Design & Construction)					\$ 3,588.20
<i>(equal to 17% of construction costs)</i>					<hr/>
Total Reimbursable Costs					\$ 24,695.24

⁽¹⁾ Source: Engineer's Opinion of Probable Construction Cost, by McDonough Associates, Inc., dated 2/15/12.