

**AGREEMENT**  
**BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BEACH PARK FOR**  
**ROADWAY IMPROVEMENTS AT THE INTERSECTION OF WADSWORTH ROAD**  
**(COUNTY HIGHWAY 17) AND ILLINOIS ROUTE 131 (GREEN BAY 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 Beach Park, an Illinois Municipal Corporation, acting by and through its Mayor 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 along Wadsworth Road (County Highway 17) at its intersection with Illinois Route 131 (Green Bay Road) (hereinafter the ROUTE 131 INTERSECTION) and at its intersection with Cambridge Boulevard (hereinafter the CAMBRIDGE BOULEVARD INTERSECTION). Said roadway improvements shall include, but not be limited to, the following: (a) at the ROUTE 131 INTERSECTION, a full-depth reconstruction of the roadway with bituminous pavement, providing for four (4) twelve-foot (12’) thru lanes, including a dedicated left-turn lane at each of the four (4) legs of the intersection. Dedicated right-turn lanes will be re-established on the northbound and southbound legs of Illinois Route 131, and the traffic signals at the intersection shall be modernized, (b) at the CAMBRIDGE BOULEVARD INTERSECTION, the temporary traffic signals shall be replaced with permanent traffic signals (hereinafter TRAFFIC SIGNALS) in accordance with COUNTY’s design standard for COUNTY-owned traffic signals, and (c) along the north side of Wadsworth Road, approximately one thousand seven hundred sixty eight (1,768) feet of PVC VILLAGE-owned watermain shall be replaced and relocated (hereinafter WATERMAIN WORK). The above-listed construction work items labeled (a) through (c), plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT and shall also be known as County Section Number 03-00033-12-CH; and,

**WHEREAS**, the COUNTY has maintenance and jurisdictional authority over Wadsworth Road, the Illinois Department of Transportation (IDOT) has maintenance and jurisdictional authority over Illinois Route 131 and the VILLAGE has maintenance and jurisdictional authority over Cambridge Boulevard; 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 A 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, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the final set of plans prepared by Christopher B. Burke Engineering, Ltd., with a date of October 19, 2012. Said PLANS, by reference herein, hereby become a part hereof.

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

2. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is March 8, 2013. (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, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.

4. As part of the IMPROVEMENT and in accordance with the PLANS, the COUNTY will construct two and twenty-seven hundredths (2.27) Acre-Feet of storm water facilities on Outlot B of the Final Plat of Subdivision of Cambridge at Heatherstone – Phase 1, recorded May 7, 2002, as document #4920124, in Lake County, Illinois, hereinafter referred to as the PLAT. The VILLAGE agrees to maintain, or caused to be maintained, Outlot B as defined on the PLAT.
5. The COUNTY agrees to maintain, or cause to be maintained, the TRAFFIC SIGNALS at the CAMBRIDGE BOULEVARD INTERSECTION, pursuant to the terms and conditions of the existing intergovernmental agreement between the COUNTY and the VILLAGE, entitled *Agreement Between the County of Lake and the Village of Beach Park for Traffic Control Signals and Equipment with Interconnect at the Intersection of Wadsworth Road (County Highway 17) and Cambridge Road* (hereinafter SIGNAL AGREEMENT), dated October 10, 2003 and the Amendment to said SIGNAL AGREEMENT, dated June 16, 2005.
6. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Wadsworth Road, IDOT shall continue maintenance and jurisdictional responsibility over Illinois Route 131 and the VILLAGE shall continue maintenance and jurisdictional responsibility over Cambridge Boulevard.
7. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS so as to be eligible for federal funding.

If federal funding is available (as administered by IDOT), the VILLAGE shall be responsible for one hundred percent (100%) of the costs of the Local Share (“Local Match”) for the WATERMAIN WORK [the Local Share is commonly equal to twenty percent (20%) of the total cost of construction, and twenty percent (20%) of Design Engineering and Construction Engineering Supervision costs].

If federal funding is not available, the VILLAGE shall then be responsible for 100% of the costs for the WATERMAIN WORK.

8. The COUNTY agrees to construct the WATERMAIN WORK in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said WATERMAIN WORK is estimated to be \$76,655, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT A to THIS AGREEMENT.

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 March 1, 2013 for the WATERMAIN WORK, the approval of which shall not be unnecessarily withheld by the COUNTY.

9. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT is \$76,655.

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 awarded contract unit prices for the WATERMAIN WORK, an amount equal to ninety-five percent (95%) of its obligation for the WATERMAIN WORK. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$72,822.

The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the WATERMAIN WORK 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 upon the final costs and final contract quantities at contract unit prices for actual work performed for the WATERMAIN WORK. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$3,833.

10. The COUNTY agrees to replace nine (9) trees in Outlot B, as defined on the PLAT, to replace plantings impacted by the grading associated with the IMPROVEMENT. The location of the trees shall be determined in concert with the VILLAGE. Maintenance of the trees shall be the responsibility of the VILLAGE.

### **SECTION III. General Provisions**

1. It is mutually 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 federal funding approved by IDOT for the IMPROVEMENT.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the WATERMAIN WORK 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 WATERMAIN WORK.

2. 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.

3. 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, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
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 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.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on March 1, 2013, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to March 1, 2013. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to March 1, 2013, 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
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 be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by March 1, 2017.

**VILLAGE OF BEACH PARK**

**ATTEST:**

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

By: \_\_\_\_\_  
Mayor

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

**RECOMMENDED FOR EXECUTION**

\_\_\_\_\_  
Paula J. Trigg, P.E.  
Director of Transportation /  
County Engineer  
Lake County

**COUNTY OF LAKE**

**ATTEST:**

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

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

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

**EXHIBIT A**  
**Estimated Division of Costs for the IMPROVEMENT**  
*Wadsworth Road Roadway Improvements*  
*County Section 03-00033-12-CH*

Pay Item	Estimated Cost	COUNTY Costs		Estimated FHWA Costs (i.e. federal funding)		Estimated VILLAGE Costs		
		Percentage	Amount	Percentage	Amount	Percentage	Amount	
<b>WATERMAIN WORK</b> <sup>(1)</sup> Relocate and replace 1,234 ft. of 12 and 16 inch PVC watermain	\$327,586	0%	\$0	80%	\$262,069	20%	\$ 65,517	
<b>Engineering &amp; Construction Supervision</b> (equal to 17% of construction costs)	\$55,690	0%	\$0	80%	\$44,552	20%	\$11,138	
<b>Total Estimated VILLAGE WATERMAIN WORK Costs</b>								<b>\$76,655</b>

<sup>(1)</sup> Source: Engineer's Estimate of Probable Cost, by Christopher B. Burke Engineering, Ltd., dated 2/6/13.