

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF LAKE ZURICH
REGARDING INTERSECTION IMPROVEMENTS,
THE INSTALLATION OF PEDESTRIAN ACCOMMODATIONS,
THE CHANGE OF LOCAL AGENCY DESIGNATION
FOR PROJECT IMPLEMENTATION, THE DIVISION OF COSTS
AND THE RESPECTIVE RESPONSIBILITIES OF THE PARTIES HERETO
AT THE INTERSECTION OF ELA ROAD (COUNTY HIGHWAY 60)
AND RAND ROAD (US ROUTE 12)**

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 LAKE ZURICH, 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 VILLAGE applied for and has received approval for the use of federal Congestion Mitigation Air Quality Program (CMAQ) funds for the engineering and construction of certain channelization improvements at the intersection of Ela Road (County Highway 60) and Rand Road (US Route 12). Said channelization improvements shall include an eastbound to southbound right turn lane on Rand Road, a westbound to northbound right turn lane on Rand Road, traffic signal modifications, and performing all other work necessary to complete the channelization improvements in accordance with the approved plans and specifications (hereinafter the CHANNELIZATION IMPROVEMENTS); and,

WHEREAS, the Village agrees to perform, or cause to be performed, and be responsible for one hundred percent (100%) of the costs, with no reimbursement from the COUNTY, associated with the Phase I and Phase II engineering and any right-of-way acquisition necessary for the CHANNELIZATION IMPROVEMENTS; and,

WHEREAS, there exists a gap in the pedestrian accommodations within the project limits of the CMAQ funded CHANNELIZATION IMPROVEMENTS; and,

WHEREAS, the COUNTY identified this gap in an analysis of existing gaps in pedestrian accommodations along COUNTY highways; and,

WHEREAS, the COUNTY desires to include the installation of pedestrian accommodations along Ela Road within the limits of the CMAQ funded CHANNELIZATION IMPROVEMENTS. Said pedestrian accommodations shall include sidewalks, crosswalk pavement markings and the addition of pedestrian signal indicators to the existing traffic signals (hereinafter PEDESTRIAN ACCOMMODATIONS). The COUNTY will perform, or cause to be performed, and be responsible for one hundred percent (100%) of the costs, with no reimbursement from the VILLAGE, associated with the necessary engineering to add the PEDESTRIAN ACCOMMODATIONS to the design engineering plans, specifications and estimates prepared for the CMAQ funded CHANNELIZATION IMPROVEMENTS. Said design engineering plans, specifications and estimates shall be known as Motor Fuel Tax Section 02-00063-00-CH (hereinafter the IMPROVEMENT). As of this writing, the target letting date for the IMPROVEMENT is April 24, 2015; and,

WHEREAS, the IMPROVEMENT location is generally depicted in Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans, specifications and estimates prepared by Graef-USA, Inc. as approved by the Illinois Department of Transportation (hereinafter IDOT) for State of Illinois let federal-aid projects (hereinafter APPROVED PLANS) and referenced in the Transportation Bulletin for Construction Contract 61A94; and,

WHEREAS, the COUNTY desires to assume the role of Lead Agency for the construction phase of the IMPROVEMENT and has communicated this in writing to and received approval from the Chicago Metropolitan Agency for Planning (CMAP); and,

WHEREAS, the VILLAGE agrees to the County's assuming the role of lead agency for the IMPROVEMENT and has communicated their concurrence in writing to CMAP; and,

WHEREAS, the COUNTY agrees to enter into a Local Agency Agreement for construction with IDOT, to perform, or cause to be performed the construction engineering supervision, and to pay one hundred percent (100%) of the local match for the PEDESTRIAN ACCOMMODATIONS and the CHANNELIZATION IMPROVEMENTS, excluding any costs associated with the removal and/or relocation of any VILLAGE facility or facilities deemed to be in conflict with the CHANNELIZATION IMPROVEMENTS, and the construction engineering supervision of said items, with no reimbursement from the VILLAGE

and cause the IMPROVEMENT to be constructed in accordance with the APPROVED PLANS; and,

WHEREAS, the VILLAGE agrees to be responsible for one hundred percent (100%) of the local match for any participating costs and/or one hundred percent (100%) of all non-participating costs, including construction engineering supervision, associated with the removal and/or relocation of any VILLAGE facility or facilities deemed to be in conflict with the CHANNELIZATION IMPROVEMENTS; and,

WHEREAS, the estimated division of costs to the parties hereto associated with the IMPROVEMENT are stipulated in Exhibit B to THIS AGREEMENT, which is attached hereto and hereby made a part hereof; and,

WHEREAS, the VILLAGE agrees to accept ownership and maintenance responsibilities for the PEDESTRIAN ACCOMMODATIONS, exclusive of the pavement markings for the crosswalks and the pedestrian signal indicators, and to accept ownership and maintenance responsibility for any VILLAGE facilities relocated within the Ela Road right-of-way, sign a Municipal Utility/Facility Acceptance on a County Highway form, or forms as the case may be, and maintain said sidewalk and any relocated facilities in accordance with the Lake County Highway Temporary Closure and Utility and Facility Placement Ordinance, as amended, and any successor document (hereinafter the ORDINANCE); and,

WHEREAS, said IMPROVEMENT will be of immediate benefit to the residents of the COUNTY, the VILLAGE and the motoring public 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:

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. The VILLAGE agrees to prepare, or cause to be prepared, and pay one hundred percent (100%) of any and all costs with no reimbursement from the COUNTY, for all surveys, the engineering plans, specifications, estimates, plats, legal descriptions and conveyance documents, as may be required, in accordance with the appropriate federal guidelines, as determined by the fund source and/or scope of the project as prescribed by IDOT, secure any and all permits and/or

approvals that may be required, acquire any easements and/or right-of-way necessary to construct the CHANNELIZATION IMPROVEMENTS at the intersection of Ela Road and Rand Road in accordance with the APPROVED PLANS.

3. The COUNTY agrees to prepare, or cause to be prepared, and pay one hundred percent (100%) of any and all costs with no reimbursement from the VILLAGE, for all surveys, the engineering plans, specifications, estimates, plats, legal descriptions and conveyance documents, as may be required, in accordance with the appropriate federal guidelines, as determined by the fund source and/or scope of the project as prescribed by IDOT, secure any and all permits and/or approvals that may be required, acquire any easements and/or right-of-way necessary to construct the PEDESTRIAN ACCOMMODATIONS at the intersection of Ela Road and Rand Road in accordance with the APPROVED PLANS.
4. It is mutually agreed by and between the parties hereto that the design engineering plans, specifications and estimates for the CHANNELIZATION IMPROVEMENTS and the design plans, specifications and estimates for the PEDESTRIAN ACCOMMODATIONS at the intersection of Ela Road and Rand Road shall be combined as the APPROVED PLANS under one construction contract for the IMPROVEMENT.

It is further mutually agreed by the parties hereto that upon the successful completion of the APPROVED PLANS for the IMPROVEMENT, the COUNTY shall assume the role of the lead agency for the construction phase of said IMPROVEMENT.

5. The VILLAGE has communicated in writing to the Chicago Metropolitan Agency for Planning (CMAP) that the COUNTY is assuming the role of lead agency for the IMPROVEMENT.
6. The COUNTY has communicated in writing to CMAP that it is accepting the role of lead agency for the IMPROVEMENT.
7. The COUNTY agrees to enter into a Local Agency Agreement for construction with IDOT, to perform, or cause to be performed the construction engineering supervision, and pay one hundred percent (100%) of the local match for the PEDESTRIAN ACCOMMODATIONS and CHANNELIZATION IMPROVEMENTS, excluding any costs associated with the removal and/or relocation of any VILLAGE facility or facilities deemed to be in conflict with the CHANNELIZATION IMPROVEMENTS, and the construction engineering supervision of said items, with no

reimbursement from the VILLAGE and cause the IMPROVEMENT to be constructed in accordance with the APPROVED PLANS.

8. The VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) of the local match for any federally eligible costs associated with the construction of and/or adjustment to any municipal facility or facilities, including the costs associated with construction engineering supervision, that are part of the IMPROVEMENT, exclusive of any costs associated with the PEDESTRIAN ACCOMODATIONS. The cost to the VILLAGE for the local match for the federally eligible construction and/or adjustment to any municipal facility or facilities is estimated to amount to \$11,622.00.
9. It is mutually agreed by and between the parties hereto that in the event it is determined by IDOT that any costs associated with the construction and/or adjustment to any municipal facility performed as part of the CHANNELIZATION IMPROVEMENTS are deemed to be ineligible for federal funding, the VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) of any and all non-participating costs associated with any work, including the cost of construction engineering supervision, performed on a municipal facility or facilities that are part of the IMPROVEMENT.
10. It is mutually agreed by and between the parties hereto that the total cost incurred by the VILLAGE for work items as heretofore described is estimated to amount to \$11,622.00.
11. The VILLAGE agrees to pay to the COUNTY the amount of its obligation, including construction engineering supervision costs, incurred under THIS AGREEMENT. The VILLAGE agrees that payment shall be made to the COUNTY in a lump sum amount based on contract unit prices within thirty (30) days of the receipt of an invoice from the COUNTY. Payment to the COUNTY shall be due upon award of the construction contract and shall be for an amount equal to fifty percent (50%) of its obligation incurred under THIS AGREEMENT. Payment to the COUNTY at the time of the award of the construction contract and receipt of an invoice from the COUNTY is estimated to amount to \$5,811.00.

The VILLAGE further agrees to pay the COUNTY the balance of the VILLAGE's obligation incurred under THIS AGREEMENT upon completion of construction of the IMPROVEMENT. The final payment to the COUNTY shall reflect any and all adjustments to the VILLAGE's obligation incurred under THIS AGREEMENT based on final costs and final contract quantities at contract unit prices for actual work performed. The final payment to the COUNTY upon completion of construction of the

IMPROVEMENT and receipt of an invoice from the COUNTY is estimated to amount to \$5,811.00.

12. The VILLAGE agrees to accept ownership and maintenance responsibilities for the PEDESTRIAN ACCOMMODATIONS, exclusive of the pavement markings for the crosswalks and the pedestrian signal indicators, and any VILLAGE facilities relocated within the Ela Road right-of-way, sign a Municipal Utility/Facility Acceptance on a County Highway form, or forms as the case may be, and maintain said sidewalk and any relocated facilities in accordance with the ORDINANCE.
13. 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 IDOT shall determine what work items constitute non-participating costs and are not eligible for federal funding; the VILLAGE shall be responsible for one hundred percent (100%) of all non-participating costs for work items associated with municipal facilities associated with the CHANNELIZATION IMPROVEMENTS.

14. 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, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.
15. 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.
16. 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.

17. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on May 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to May 1, 2015. 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, 2015, 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.
18. 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.
19. 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.
20. 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.
21. 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.

22. 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 other party, except as provided for in THIS AGREEMENT.
23. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
24. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties.
25. 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 LAKE ZURICH

ATTEST:

Village Clerk

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

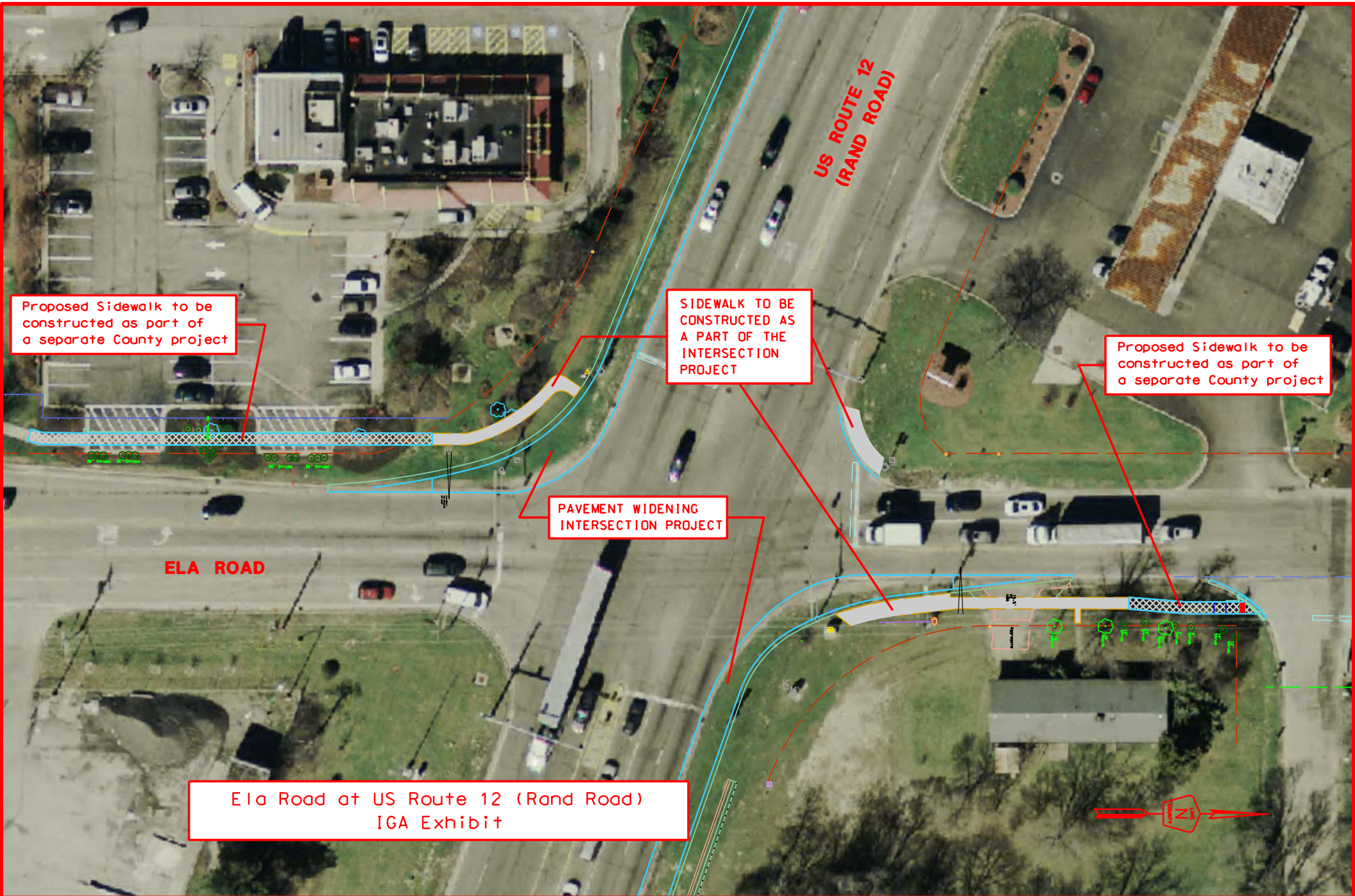
ATTEST:

County Clerk

By: _____
Chairman
Lake County Board

EXHIBIT A
PROJECT LOCATION MAP

EXHIBIT A



Proposed Sidewalk to be constructed as part of a separate County project

SIDEWALK TO BE CONSTRUCTED AS A PART OF THE INTERSECTION PROJECT

Proposed Sidewalk to be constructed as part of a separate County project

PAVEMENT WIDENING INTERSECTION PROJECT

ELA ROAD

US ROUTE 12 (RAND ROAD)

Ela Road at US Route 12 (Rand Road)
IGA Exhibit



EXHIBIT B
DIVISION OF COST

EXHIBIT B
Division of Estimated Costs
Ela Road at Rand Road
Section No.: 02-00063-00-CH

Type of Work	FHWA	%	COUNTY	%	VILLAGE	%	TOTAL
Participating Roadway, Traffic Signal and Pedestrian Items (R, TS, P)	\$ 565,842	80	\$ 141,461	20	\$ -	-	\$ 707,303
R, TS, P Construction Engineering	\$ 81,894	80	\$ 20,473	20	\$ -	-	\$ 102,367
Participating Village Watermain	\$ 42,260	80	\$ -	-	\$ 10,565	20	\$ 52,825
Participating Village Watermain Construction Engineering Supervision (10%)	\$ 4,226	80	\$ -	-	\$ 1,057	20	\$ 5,283
TOTALS	\$ 694,222		\$ 161,934		\$ 11,622		\$ 867,778