

DRAFT

RELOCATION AGREEMENT

This Agreement is made this _____ day of _____, 2025 between COUNTY OF LAKE, a body politic and corporate, with offices at 600 W Winchester Road, Libertyville, Illinois 60048 (the "COUNTY") and NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY, licensed to do business in the State of Illinois, with offices at 1844 Ferry Road, Naperville, Illinois 60563 (the "COMPANY")

WITNESSETH:

WHEREAS, the COUNTY desires to construct certain road improvements at Darrell Road (CO HWY 44) and Dowell Road, Island Lake (hereinafter referred to as the "PROJECT") under County Section 13-00107-09-CH; and

WHEREAS, in order to allow for the PROJECT, the COUNTY desires COMPANY to relocate and protect certain of its facilities, a portion of which are located within private easements that have superior rights to the Public right of way ("Private Easement Facilities");

WHEREAS, this Relocation Agreement shall govern the COMPANY's relocation of the Private Easement Facilities, all in accordance with COMPANY Work Order plans 1213924/3213924/4213924 (hereinafter referred to as "WORK") attached hereto by reference thereto; and

WHEREAS, the COMPANY has estimated the cost of the WORK to be \$180,000; and

WHEREAS, the WORK is eligible for reimbursement to COMPANY, with the COUNTY responsible for 100% of the actual cost of the WORK (COMPANY acknowledges that other portions of COMPANY relocation work necessary for the PROJECT, not governed by this agreement, are not reimbursable); and

WHEREAS, COMPANY is willing to relocate its facilities in such manner provided that the COMPANY is assured rights to reimbursement for the cost of the WORK, without any setoff or withholding for COUNTY construction adjustments or delays; and

WHEREAS, the COUNTY's reimbursement obligation under this Agreement covers only the COMPANY's costs to relocate such portion of it facilities as lie within easement that are superior the public right of way.

WHEREAS, after the COMPANY has relocated its facilities pursuant to this Agreement, it shall vacate and release the easements located with in the public right of way within 60 days of the later of the date: (i) the COMPANY's work being complete; and (ii) of COMPANY's receipt of all payments due to it by the COUNTY; and

WHEREAS, any future costs the COMPANY may incur if the COMPANY is required to make any future relocation or adjustment to the facilities relocated pursuant to this Relocation Agreement (after relocation the Private Easement Facilities will be referred to as the "Relocated Facilities"); and

WHEREAS, the COUNTY is willing to commit to provide COMPANY such reimbursement rights.

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and Agreements as hereinafter contained, the parties hereto agree as follows:

INCORPORATION

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

SCOPE OF WORK

COMPANY shall provide the COUNTY with detailed drawings for the WORK (including surveys and other engineering services), and any required specifications for the relocation and protection of its facilities.

COMPANY then shall protect and or relocate its facilities in substantial accordance with the drawings and specifications.

For those easements held by the COMPANY in which the facilities were relocated pursuant to this Relocation Agreement, the COMPANY shall take actions necessary to vacate and release those easements in reasonable time after the WORK is complete.

COMPANY shall, within a reasonable time upon request from the COUNTY, provide the COUNTY with an estimate of the anticipated construction schedule work the WORK.

COMPENSATION

The total preliminary estimated cost of the Work eligible for reimbursement by the COUNTY is \$180,000 with the COUNTY responsible for 100% of the actual cost as follows:

<u>Location</u>	<u>Estimate</u>	<u>Work Order</u>
Darrell Road (CO HWY 44) & Dowell Road	\$180,000	1213924/3213924/4213924

COMPANY, upon completion of the work, shall promptly render to the COUNTY a detailed statement of its portion of the costs, including overhead costs. The COUNTY shall reimburse the COMPANY for 100% of the amount billed, even if the billed amount exceeds the preliminary estimate set forth above. Payment shall be made in full by the COUNTY within 60 days of receipt of statement. COMPANY shall endeavor to provide the COUNTY with notice if the costs of the WORK are anticipated to exceed the estimate, provided that COMPANY shall not be liable, and the COUNTY shall have no recourse, for any failure by the COMPANY to provide such notice. The COUNTY shall not setoff or withhold payment to the COMPANY based on any construction adjustments or delays as the COMPANY make no representation or warranty as to the utility relocation schedule.

MODIFICATION OR AMENDMENT

The parties may modify or amend terms of this Agreement only by a written document duly executed by both parties.

ENTIRE AGREEMENT

This Agreement, including matters incorporated herein, contains the entire Agreement between the parties.

There are no other covenants, warranties, representations, promises, conditions or understandings; either

oral or written, including any representation or warranty to as to Company's relocation schedule, other than those contained herein.

This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original and all of which shall constitute the same instrument.

In event of any conflict between the terms or conditions of this Agreement and terms or conditions found in any attachment hereto, the terms and conditions of this Agreement shall prevail.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The Agreement shall be binding upon the parties hereto, their successors and assigns.

SEVERABILITY

In the event, any provision of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.

NOTICES

Any required notice shall be sent to the following addresses and parties:

Nicor Gas Company
1844 Ferry Road
Naperville, Illinois 60563-9600
ATTN: Greg Stiglic, Director - Engineering

Lake County Division of Transportation
600 W. Winchester Road
Libertyville, Illinois 60048
ATTN: Shane Schneider, Director of Transportation/County Engineer

All notices required to be given under terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United Postal Service. Each party may designate a new location for service of notification by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth herein.

INDEMNIFICATION

If the COUNTY performs any activities in the area of the private easements prior to the COMPANY'S releasing those easements, the COUNTY agrees to assume all risk or liability for damage to any property or facilities of the COMPANY resulting from the COUNTY's activities upon those portions of the COMPANY's right-of-way which consist of those private easement(s) with superior rights to the Public right of way. The COUNTY further agrees to indemnify, defend and hold harmless the COMPANY for any and all liability, claims, suits, actions and proceedings, including costs, fees and expense of defense arising from damages to property or injury to or death of any person resulting from the COUNTY's activities upon those portions of the COMPANY's right-of-way which consist of private easement(s) with superior rights to the County's right-of-way or in any way arising from COUNTY's acts or omissions except to the extent damage, injury or death results from the COMPANY's negligence.

COUNTY's indemnification of the COMPANY for claims arising from or during the WORK shall survive the termination, or expiration, of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

EXECUTED by COMPANY, this ____ day of _____, 2025.

NORTHERN ILLINOIS GAS COMPANY
D/B/A NICOR GAS COMPANY

By: _____

ADOPTED by the LAKE COUNTY BOARD, this ____ day of _____, 2025.

ATTEST

RECOMMENDED FOR EXECUTION

COUNTY CLERK

Shane E. Schneider, P.E.
Director of Transportation/County Engineer

CHAIR, LAKE COUNTY BOARD

**NICOR GAS COMPANY ESTIMATE FOR COST
 INCURRED DUE, TO REVISION OF EXISTING FACILITIES
 IN CONNECTION WITH PUBLIC IMPROVEMENTS**

LOCATION: Darrell Road (CO HWY 44) & Dowell Road

DESCRIPTION OF WORK: Relocation of approximately 185' of 6" gas main

AGENCY: Lake County DOT

WORK ORDER NO. 1213924/3213924/4213924 **Permanent Facilities**

1. Contractor Charges (Contractor Costs + Additions to Contract)			88,228.81
2. Utility labor			2,410.00
3. Material (Material + P.O. (if applicable))			9,575.19
4. Retirement			48,377.49
Service Transfer (0 @ \$408.50)		0	0.00
5. SUB TOTAL			\$ 148,591
6. Engineering	0.02	of line 5	2,971.83
7. Payroll tax, & pension	0.44	of line 2	1,060.40
8. Transportation	0.2	of line 2	482.00
9. Material handling	0.04	of line 3	383.01
10. Indirect departmental costs	0.01	of line 5	1,485.91
11. Administrative Overhead	0.03	of line 5	4,457.74
12. Distributed Direct Costs*	0.11	of line 5	\$ 15,462.78
13. SUB TOTAL			\$ 174,895
14. TOTAL REIMBURSEMENT			\$ 180,000

* Distributed Direct Costs does not include Contract Contingency

Work Order 4213924 Darrell Road (CO HWY 44) and Fisher Road

TOTAL JOB QUANTITIES

Investment Work Order Charges - 1213924

		<u>Total Job</u>			
<u>Company Labor</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
	2023 Controller - Sys Ops	10	Hour	\$40.79	\$407.90
	2023 Specialist - Sys Ops	10	Hour	\$49.07	\$490.70
	2023 Utility Inspector	30	Hour	\$50.38	\$1,511.40
				<u>subtotal</u>	<u>\$2,410.00</u>

<u>Contractor Charges</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Work Item	Silt fence	185	Ft.	\$6.00	\$1,110.00
Work Item	C1 Tap-6"	2	Each	\$2,015.96	\$4,031.92
Work Item	61213 Fittings in excess of 1 per 200ft stl 6"	7	Each	\$35.38	\$247.66
Work Item	41133 PCF std procedure 6 in	2	Each	\$1,585.69	\$3,171.38
Work Item	HydroVac w/ 1 man Crew Standard Rate	10	Hour	\$344.10	\$3,441.00
Work Item	(10024) Spoil Removal, incl Trucking	1	Load	\$560.19	\$560.19
Work Item	(10025) Spoil Removal Dump Fee	20	Ton	\$46.44	\$928.80
Work Item	(10026) Trucking - Semi Dump	30	Hour	\$168.78	\$5,063.40
Work Item	Crew w/ Equipment	224	Hour	\$152.22	\$34,097.28
Work Item	(10008) HydroVac Water	3	Each	\$36.60	\$109.80
Work Item	(10006) Hydrovac-Dump fee per load	3	Each	\$366.05	\$1,098.15
Work Item	22100 Traffic Control-Dayrate ST	64	Hour	\$152.22	\$9,742.08
				<u>subtotal</u>	<u>\$63,601.66</u>

<u>Additions to Contract</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
	Environmental Investigation	1	Lump Sum	\$750.00	\$750.00
	Trench Backfill	10	C.Y.	\$240.00	\$2,400.00
	Landscaping & Pavement	185	L.F.	\$25.00	\$4,625.00
	Locating (existing facilities)	185	L.F.	\$1.30	\$240.50
	Survey	1	Lump Sum	\$5,000.00	\$5,000.00
	Post Camera - Main	185	L.F.	\$4.70	\$869.50
	Steel Pipe Price Adjustment	185	Ft.	\$14.71	\$2,721.35
Contract Contingency (applied to Value = Contractor Costs + Additions to Contract)		1	Each	10%	\$8,020.80
				<u>subtotal</u>	<u>\$24,627.15</u>

<u>Material</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Item # / Code	Item				
210.38	TAP INTO PIPE, PRESSURE CONTROL FITTING	2	Each	\$2,043.95	\$4,087.90
214.2	ELECTRICAL TEST CONNECT, DUAL WIRE	2	Each	\$85.07	\$170.14
837330	TEE; SIZE: 1/2 IN X 1/2 IN; CONSTRUCTION: SERVICE NPT GAUGE	2	Each	\$21.65	\$43.30
837637	NIPPLE, STOPPER; SIZE: 2; MATERIAL: STEEL; CONSTRUCTION: IPS	6	Each	\$36.96	\$221.76
837788	CAP 1/2 MI GALV THRD A197 150LB	2	Each	\$1.43	\$2.86
839520	PRIMER PROTECTO 1000 ONE GALLON CAN P/N 9701 - 4 GALS PER CS	2	Each	\$100.30	\$200.60
839663	ANODE; MATERIAL: HIGH POTENTIAL MAGNESIUM; CONSTRUCTION: 32#	4	Each	\$328.33	\$1,313.32
841894	CAP, PIPE; SIZE: 6 X 0.280 INWT; MATERIAL: BUTT WELD STEEL;	2	Each	\$104.81	\$209.62
841897	ELBOW, PIPE; SIZE: 6 X 0.280 IN WT; DEGREE: 45; CONSTRUCTION	1	Each	\$75.17	\$75.17
841898	ELBOW, PIPE; SIZE: 6 X 0.280 IN WT; DEGREE: 90; CONSTRUCTION	2	Each	\$91.49	\$182.98
841902	TEE; SIZE: 6 X 0.280 IN WT; CONSTRUCTION: WELD Y-52 PER GMS	2	Each	\$183.89	\$367.78
842776	TAPE; TYPE: DENSO ABOVE AND BELOW GROUND; SIZE: 4 IN X 33 FT	6	Each	\$28.22	\$169.32
842777	PRIMER; SIZE: 5.5 LB TUB; CONSTRUCTION: DENSO ABOVE AND BELO	2	Each	\$34.34	\$68.68
844320	TAPE; TYPE: TRENTON UNDERGROUND ROCKSHIELD GUARD WRAP; MATER	1	Each	\$33.57	\$33.57
844518	PIPE; TYPE: 6 IN; SIZE: 6.625IN X 0.188 IN WT; MATERIAL: SI	185	Each	\$10.15	\$1,877.75
844569	TAPE CORROSION PREVENTIVE 4INX 75FT ROLL HOT APPLIED	6	Ft.	\$91.74	\$550.44
				<u>subtotal</u>	<u>\$9,575.19</u>

<u>Total Investment Work Order</u>				<u>Total</u>	<u>\$100,214.00</u>
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Work Order 4213924 Darrell Road (CO HWY 44) and Fisher Road**TOTAL JOB QUANTITIES****Retirement Work Order Charges - 3213924**

		<u>Total Job</u>			
<u>Company Labor</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
	2023 Controller - Sys Ops	10	Hour	\$40.79	\$407.90
	2023 Specialist - Sys Ops	10	Hour	\$49.07	\$490.70
	2023 Utility Inspector	20	Hour	\$50.38	\$1,007.60
				<u>Subtotal</u>	<u>\$1,906.20</u>
<u>Contractor Charges</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Work Item	C1 Stop-6"	2	Each	\$1,531.11	\$3,062.22
Work Item	(10026) Trucking - Semi Dump	10	Hour	\$168.78	\$1,687.80
Work Item	22100 Traffic Control-Dayrate ST	32	Hour	\$152.22	\$4,871.04
Work Item	22101 Main Retirements-Dayrate ST	120	Hour	\$152.22	\$18,266.40
				<u>Subtotal</u>	<u>\$27,887.46</u>
<u>Additions to Contract</u>					
	PCB Lab Fee	2	Each	\$50.00	\$100.00
	Foam Ends for retired ends (Cut & Cap)	2	Each	\$15.00	\$30.00
	Pipe Removal	1	Day	\$8,000.00	\$8,000.00
	Trench Backfill (Removal)	25	C.Y.	\$240.00	\$6,000.00
	Contract Contingency (applied to Value = Contractor Costs + Additions to Contract)	1	Each	10%	\$4,201.75
				<u>Subtotal</u>	<u>\$18,331.75</u>
<u>Material</u>					
837676	KIT; CONSTRUCTION: POLYCHLORINATED BIPHENYL (PCB) WIPE SAMPL	2	Each	\$21.23	\$42.46
841894	CAP, PIPE; SIZE: 6 X 0.280 INWT; MATERIAL: BUTT WELD STEEL;	2	Each	\$104.81	\$209.62
				<u>Subtotal</u>	<u>\$252.08</u>
<u>Total Retirement Work Order</u>				<u>Total</u>	<u>\$48,377.49</u>