

## RELOCATION AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 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 to IL RTE 60, between Station 533+50 to 546+50 in Round Lake, Illinois (hereinafter referred to as the "PROJECT"), and

WHEREAS, in order to allow for the road improvements, the COUNTY desires COMPANY to relocate and protect certain of its facilities, all in accordance with COMPANY Work Order plans 127584 / 327584/ 427584 (hereinafter referred to as "WORK") attached hereto by reference thereto, and

WHEREAS, the COMPANY has estimated the cost of the WORK to be \$106,556.42, and

WHEREAS, the cost of relocating said facilities has been determined to be eligible for reimbursement to COMPANY, with the COUNTY responsible for 100 % of the actual cost of the WORK; 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 and future costs the COMPANY may incur if the COMPANY is required to make any future relocation or adjustment to 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 prepare the detailed drawings for the WORK (including surveys and other engineering services), estimates of cost, and any required specifications for the relocation and protection of its facilities, and the expense for such drawings, specifications, etc. shall be chargeable to this improvement and reimbursed by the COUNTY as hereinafter set forth. These detailed plans, estimates and specifications shall be submitted to the COUNTY for its approval, which approval shall not be unreasonably withheld.

COMPANY, in substantial accordance with the approved plans and specifications, shall protect and or relocate its facilities as herein set forth.

**DRAFT**

## COMPENSATION

The total estimated cost of the work is \$106,556.42 with the COUNTY responsible for 100 % of the actual cost as follows:

<u>Location</u>	<u>Estimate</u>	<u>Work Order</u>
IL RTE 60	\$106,556.42	127584 / 327584/ 427584

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 30 days of receipt of statement.

## 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, 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: Hans G. Bell, P.E. General Manager, System Integrity

Lake County Department of Transportation  
600 W. Winchester Road  
Libertyville, Illinois 60048  
ATTN:

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

The COMPANY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the COMPANY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-90. The COUNTY'S participation in its defense shall not remove COMPANY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

COMPANY'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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 COMPANY's 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 the COMPANY's right-of-way or in any way arising from County's acts or omissions unless such 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 \_\_\_\_\_, 20\_\_\_\_.

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

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

ATTEST:

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

Title: \_\_\_\_\_

ADOPTED by the LAKE COUNTY BOARD, this \_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
CHAIRMAN, LAKE COUNTY BOARD

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

**LOCATION:** IL Route 60; Chardon Road to Fremont Center Road - Round Lake Park  
**DESCRIPTION OF WORK:** Relocation of 1300' of 4-in gas main  
**AGENCY:** Lake County

**NOTE: Approximately 1300' of 4" STL Pricing is in estimated reimbursement costs. No charges for upsizing due to replacing existing 4" STL w/ 6" STL**

<b>WORK ORDER NO.</b>	<b>127584/327584/437584</b>		<b>Permanent Facilities</b>	<b>Retirement Facilities</b>
1. Contractor Charges (Contractor Costs + Additions to Contract)			60,728.38	232.87
2. Utility labor			1,235.80	745.04
3. Material (Material + P.O. (if applicable))			20,924.02	160.10
4. SUB TOTAL			82,888.20	1,138.01
5. LESS Credit for Betterment of Facilities (see Page 4)			(\$9,777.20)	
6. SUB TOTAL			73,111.00	1,138.01
7. Engineering	0.14	of line 6	10,235.54	0.00
8. Payroll tax, & pension	0.92	of line 2	1,136.94	0.00
9. Transportation	0.71	of line 2	877.42	0.00
10. Material handling	0.12	of line 3	2,510.88	0.00
11. Indirect departmental costs	0.23	of line 6	16,815.53	0.00
12. Administrative Overhead	0.01	of line 6	731.11	0.00
13. SUB TOTAL			105,418.41	1,138.01
14. TOTAL REIMBURSEMENT			<u>\$ 106,556.42</u>	

**Work Order 427584**  
**RTE 60 - Round Lake Park**

**TOTAL JOB QUANTITIES**

**Investment Work Order Charges - 127584**

<u>Company Labor</u>	<u>Total Job</u>		<u>Unit Cost</u>	<u>Extension</u>
	<u>Quantity</u>	<u>Unit</u>		
Pressure - Mech.	5	Hour	\$29.56	\$147.80
Pressure - Tech.	5	Hour	\$29.56	\$147.80
Utility Inspector	30	Hour	\$31.34	\$940.20
			<u>subtotal</u>	<u>\$1,235.80</u>

<u>Contractor Charges</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
6 in STL	1300	Ft.	\$12.40	\$16,120.00
4 Man Crew	80	Hour	\$95.48	\$7,638.40
			<u>subtotal</u>	<u>\$23,758.40</u>

<u>Additions to Contract</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Work Item Backfill - Grade 8 Stone & Disposal	100	C.Y.	\$34.93	\$3,493.00
Work Item Excavation - Additional	20	C.Y.	\$29.12	\$582.40
Work Item Boring - Directional 6	740	L.F.	\$12.80	\$9,472.00
Work Item Tie-in - PCF 4	1	Each	\$827.47	\$827.47
Work Item Tie-in Cold 4"	1	Each	\$473.71	\$473.71
Work Item Trench Box 8x10	1	Week	\$3,500.00	\$3,500.00
Work Item ENVIRONMENTAL INVESTIGATION	1	Lump Sum	\$1,000.00	\$1,000.00
Work Item Environmental cost to prepare permit	1	Each	\$6,500.00	\$6,500.00
Work Item Traffic Control	1	Week	\$1,000.00	\$1,000.00
Contract Contingency (applied to Value = Contractor Costs + Additions to Contract)	1	Each	20%	\$10,121.40
			<u>subtotal</u>	<u>\$36,969.98</u>

**Material**

<u>Item # / Code</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
210.38	TAP INTO PIPE, 4" PRESSURE CONTROL FITTING	1	Each	\$864.21	\$864.21
213.02	ANODE INST'N ON NEW PIPE, NO TEST CONN.	5	Each	\$69.08	\$345.40
214.90	ELECTRICAL TEST STATION, SELF-SUPPORTED	1	Each	\$79.70	\$79.70
249.40	PIPELINE MARKER INSTALLATION	1	Each	\$13.24	\$13.24
265.10	WELD END INSULATOR	1	Each	\$653.57	\$653.57
714.31	WIRE CONNECT.&CATHODIC PROTECTION STL-PE	1	Each	\$98.15	\$98.15
380021	TAPE CORROSION PREVENTIVE 4" x 75' ROLL HOT APPLIED	6	Each	\$28.28	\$169.68
380030	TAPE TRENTON UNDERGROUND WAX #1 BROWN 4" x 9' ROLL	4	Each	\$7.43	\$29.72
380031	TAPE TRENTON UNDERGROUND WAX ROCKSHIELD GUARD WRAP	1	Each	\$31.25	\$31.25
551150	PIPE 6" STEEL 6.625" X 0.188" WT API5L GR X42 ERW SC	1,300	Foot	\$11.65	\$15,145.00
553173	CAP PIPE 1/2" THRD BLK MALL 150#	1	Each	\$0.70	\$0.70
558182	ELBOW PIPE 6" WELD 90 DEG 0.219" WT GR B PER GMS 330	1	Each	\$133.07	\$133.07
558343	REDUCER 6" X 4" WELD 0.219" WT GR B PER GMS 336	1	Each	\$127.98	\$127.98
620253	TEE SERVICE 1/2" BODY BASE X 1/2" NPT GAUGE TEE 500 PSIG	1	Each	\$14.07	\$14.07
621132	NIPPLE STOPPER 2" IPS WITH STEEL CAP	3	Each	\$25.62	\$76.86
623006	ANODE 32# HIGH POTENTIAL MAGNESIUM CCM5755 (08/22/00)	1	Each	\$107.63	\$107.63
708037	PRIMER HOT AND COLD UNIVERSALTYPE #281-G "OMNIPRIME."	1	Each	\$61.03	\$61.03
708172	PRIMER TRENTON UNDERGROUND WAX THEM-COAT 1 GL CONTAINER	1	Each	\$34.65	\$34.65
	Shrink Sleeve Dirax #8625-12/NP	35	Each	\$76.65	\$2,682.75
	Dirax S-1301M Epoxy Primer	7	Each	\$36.48	\$255.36
				<u>subtotal</u>	<u>\$20,924.02</u>

**Total Investment Work Order**

**Total** \$82,888.20

**Work Order 427584**  
**Rte 60, Round Lake Park**

**TOTAL JOB QUANTITIES**

**Retirement Work Order Charges - 327584**

<u>Company Labor</u>	<u>Total Job</u> <u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
Pressure - Mech.	2	Hour	\$29.56	\$59.12
Pressure - Tech.	2	Hour	\$29.56	\$59.12
Utility Inspector	20	Hour	\$31.34	\$626.80
			<u>Subtotal</u>	<u>\$745.04</u>
<b><u>Additions to Contract</u></b>				
Work Item 4" hot cap (same hole as tie-in)	1	Each	\$232.87	\$232.87
			<u>Subtotal</u>	<u>\$232.87</u>
<b><u>P.O.</u></b>				
Foam for Retired ends	1	Each	\$15.00	\$15.00
PCB lab fee	1	Lump Sum	\$100.00	\$100.00
			<u>Subtotal</u>	<u>\$115.00</u>
<b><u>Material</u></b>				
558022 CAP PIPE 4" BUTT-WELD STEEL BLK, .188" WALL	1	Each	\$36.10	\$36.10
855050 PCB WIPE SAMPLE KIT	1	Each	\$9.00	\$9.00
			<u>Subtotal</u>	<u>\$45.10</u>
<b><u>Total Retirement Work Order</u></b>			<b><u>Total</u></b>	<b><u>\$1,138.01</u></b>

**Work Order 427584**  
**RTE 60 - Round Lake Park**

Credit for Betterment has been included due to replacing:

1300' of 4" stl gas main with 6" stl gas main

<u>Material Price Differential</u>	<u>Cost / ft</u>	<u>Labor Price Differential</u>	<u>Cost / ft</u>
6" STL Pipe	11.65	6" STL Pipe	12.40
4" STL Pipe	<u>9.77</u>	4" STL Pipe	<u>8.74</u>
Difference	1.88	Difference	3.66
Difference X Footage (1300')=	<del>\$2,444.00</del>	Difference X Footage (1300')=	<del>\$4,758.00</del>
		<u>Bore Price Differential</u>	<u>Cost / ft</u>
		6" STL Pipe	12.80
		4" STL Pipe	<u>9.32</u>
		Difference	3.48
		Difference X Footage (740')=	<del>\$2,575.20</del>

**Total Differential and Credit (Sum of Highlighted Cells)** **(\$9,777.20)**