

**AGREEMENT BETWEEN
THE COUNTY OF LAKE AND THE VILLAGE OF GURNEE
FOR THE CONSTRUCTION OF A MULTI-USE PATH
ALONG DILLEY’S ROAD (COUNTY HIGHWAY 15)
FROM SOUTH OF LAWSON BOULEVARD TO
STEARNS SCHOOL ROAD (COUNTY HIGHWAY 74)**

THIS AGREEMENT is entered into this ____ day of _____, A.D. 2023, 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 GURNEE, 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, in order to increase non-motorized connectivity and provide benefit to the safety and welfare of the traveling public, the parties are desirous to undertake certain non-motorized improvements along Dilley’s Road (COUNTY Highway 15) from approximately 2,650’ south of Lawson Boulevard to Stearns School Road (COUNTY Highway 74), consisting of the construction of a multi-use path (hereinafter IMPROVEMENT); and,

WHEREAS, a general depiction and the approximate limits of the IMPROVEMENT are as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

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

WHEREAS, in 2009 the COUNTY, through its Division of Transportation (hereinafter LCDOT), initiated a Non-Motorized Travel Study to assess existing bicycle/pedestrian facilities and non-motorized travel within the COUNTY’s rights-of-way and to develop guidelines for integrating “Compete Streets” principles into COUNTY-related improvements (hereinafter NON-MOTORIZED STUDY); and,

WHEREAS, the NON-MOTORIZED STUDY included the analysis of gaps in non-motorized facilities along COUNTY Highways and identified potential near-term projects for addressing gaps in the non-motorized system along COUNTY Highways (hereinafter PRIORITIZED GAPS); and,

WHEREAS, in 2010 the LCDOT completed the NON-MOTORIZED STUDY and created the “Policy on infrastructure Guidelines for Non-Motorized Travel Investments” (hereinafter NON-MOTORIZED POLICY); and,

WHEREAS, beginning in 2011 the LCDOT began advancing and funding projects to fill in these PRIORITIZED GAPS; and,

WHEREAS, in accordance with the NON-MOTORIZED POLICY and ongoing efforts to address these PRIORITIZED GAPS, the COUNTY desires to make a financial contribution to the IMPROVEMENT as stipulated in Exhibit B, as the location of said IMPROVEMENT is identified as a PRIORITIZED GAP; and,

WHEREAS, the VILLAGE desires to take the lead on engineering and construction of the IMPROVEMENT and to fund the cost of the IMPROVEMENT above the financial contribution made by the COUNTY; 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.

Design, Construction and Maintenance of the IMPROVEMENT

1. The IMPROVEMENT shall be defined as a multi-use path and associated work along the east side of Dilley’s Road (County Highway 15) beginning at approximately 2,650’ south of Lawson Boulevard and terminating at Stearns School Road (COUNTY Highway 74).

2. The VILLAGE agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications, applicable permit application(s), and acquire any property necessary for the IMPROVEMENT with reimbursement from the COUNTY as stipulated in Exhibit B.
3. The VILLAGE 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 policies and standards, with reimbursement from the COUNTY as hereinafter stipulated.
4. The VILLAGE further agrees to obtain a permit from the LCDOT in accordance with the Lake County, Illinois Code of Ordinances, as amended, prior to construction of the IMPROVEMENT and to submit to the COUNTY, for the COUNTY's approval, an executed MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY form for the IMPROVEMENT and associated work within the COUNTY's ROW that will be constructed, owned and maintained by the VILLAGE.
5. The COUNTY agrees that it will not charge the VILLAGE any fees related to the LCDOT permit for the IMPROVEMENT. The COUNTY further agrees to waive the Performance Guarantee requirement for said LCDOT permit, provided that the VILLAGE submit an assurance in writing to the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) that the VILLAGE will not release the IMPROVEMENT Contractor's bond until LCDOT has inspected and accepted the condition of the ROW following notification from the VILLAGE of completion of the IMPROVEMENT.
6. The VILLAGE agrees to indemnify, and shall require the VILLAGE's contractor to indemnify, the COUNTY, its elected officials, duly appointed officials, agents, employees, and representatives, and LCDOT, its duly appointed officials, agents, employees, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the IMPROVEMENT.
7. It is mutually agreed by and between the parties hereto that the cost sharing for the IMPROVEMENT shall be in accordance with the following:
 - a. the VILLAGE shall be responsible for one hundred percent (100%) of the Phase I (preliminary engineering) of the IMPROVEMENT without reimbursement from the COUNTY.

- b. the COUNTY shall be responsible for one hundred percent (100%) of the Phase II (design engineering) costs, one hundred percent (100%) of the ROW costs, one hundred percent (100%) of the Construction costs, and one hundred percent (100%) of Construction Engineering Supervision costs. At this time, the COUNTY's share is estimated to be \$683,965, which the COUNTY will pay to the VILLAGE as a reimbursement as indicated below.
8. The COUNTY agrees that upon award and execution of the construction contract by the VILLAGE, the COUNTY will pay to the VILLAGE within sixty (60) days of the receipt of an invoice from the VILLAGE, in a lump sum amount based on awarded contract unit prices for the IMPROVEMENT, an amount equal to seventy five percent (75%) of obligation for the IMPROVEMENT. At such time, it is estimated that the COUNTY shall owe to the VILLAGE an amount equal to \$512,973.75. The COUNTY further agrees to pay the remaining twenty-five percent (25%) of its obligation for the IMPROVEMENT upon completion of the IMPROVEMENT and LCDOT acceptance of the condition of the ROW, in a lump sum amount within sixty (60) days of the receipt of an invoice from the VILLAGE. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual worked performed for the IMPROVEMENT. At such time, it is estimated that the COUNTY shall owe to the VILLAGE an amount equal to \$170,991.25.
9. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the VILLAGE shall assume ownership and maintenance responsibility for the multi-use path constructed as part of the IMPROVEMENT without any future financial contributions by the COUNTY. The COUNTY shall continue maintenance and jurisdictional responsibility over Dilley's Road (COUNTY Highway 15).

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'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.

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 the first date of the month following 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. Nothing in THIS AGREEMENT will create or be construed or interpreted to create any third-party beneficiary rights. Only the respective parties to THIS AGREEMENT, and no third party, shall have the right to enforce 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. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL, 60048-1381


If to the VILLAGE:

Village Administrator
Village of Gurnee
325 N. O'Plaine Road
Gurnee, IL 60031

13. THIS AGREEMENT shall be considered null and void in the event that the construction contract for the IMPROVEMENT is not awarded by January 1, 2026, unless an extension is requested, in writing, by the VILLAGE and approved by the COUNTY ENGINEER.


VILLAGE OF GURNEE

ATTEST:



Andy Harris
Village Clerk

By:



Thomas Hood
Mayor

Date: 5-8-23

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

ATTEST:

Anthony Vega
Clerk
Lake County

By:

Sandra Hart
Chair, Lake County of Board

Date: _____

EXHIBIT A
General Depiction of the IMPROVEMENT

Location Map
Dilleys Road Bike Path

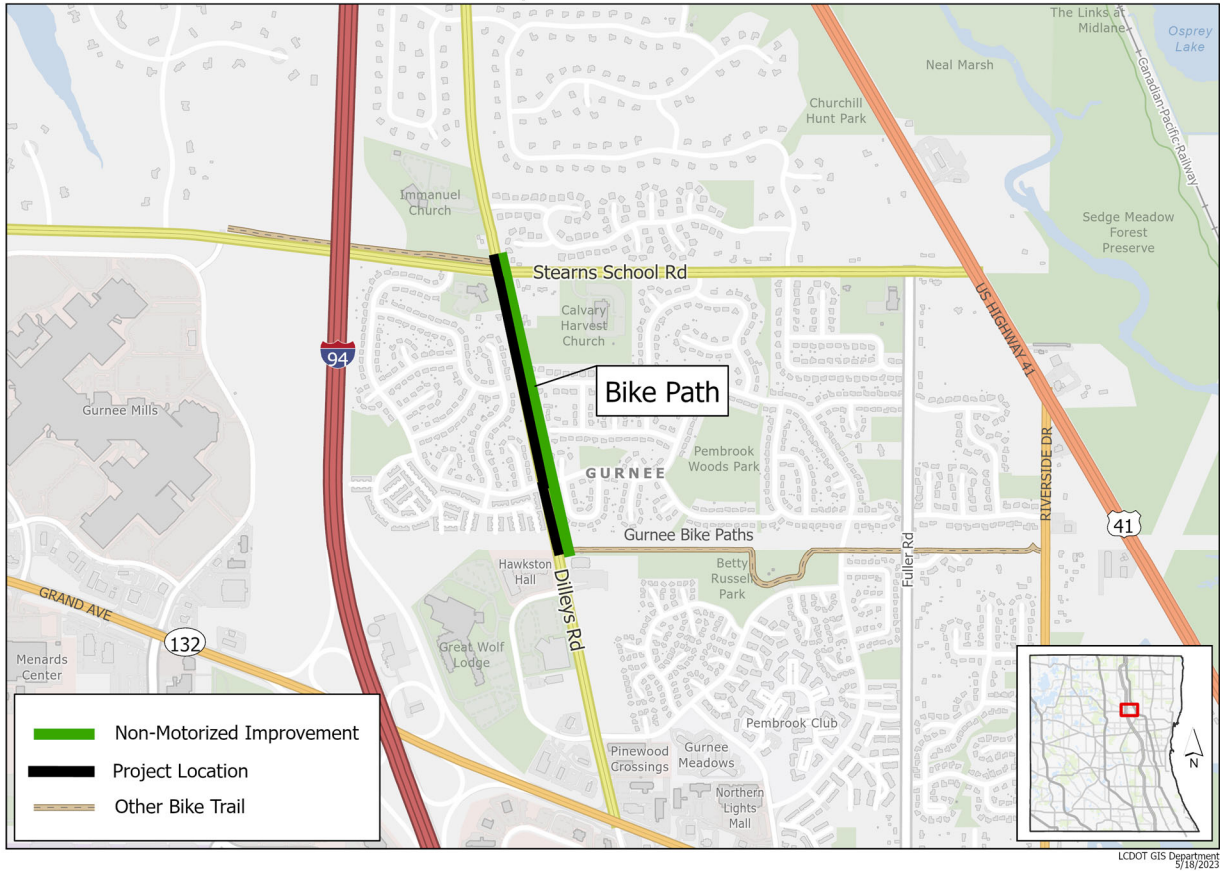


EXHIBIT B
ESTIMATED COST OF IMPROVEMENT

Improvement	Total Cost	COUNTY Share	VILLAGE Share
Preliminary Engineering	\$50,710.00	\$0.00	\$50,710.00
Design Engineering	\$73,290.00	\$73,290.00	\$0.00
Construction	\$545,245.00	\$545,245.00	\$0.00
Construction Engineering	\$65,430.00	\$65,430.00	\$0.00
Total Costs	\$734,675.00	683,965.00	\$50,710.00

Source-VILLAGE Engineers Estimate of Probable Costs 3/9/23