

Local Agency: Lindenhurst Park District	County of Lake, Illinois Intergovernmental agreement for County Participation	IDOT Section Number 09-P0075-15-BT
		County Section Number 09-00075-15-BT

This Agreement is made and entered into 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 above named Local Agency, an Illinois Municipal Corporation or Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

Project Location

County Highway(s): Grass Lake Road (County Highway 18)
 Project Limits: Approximately 1400 feet west of Heritage Drive

Project Description

The improvements shall consist of the design and construction of a concrete box tunnel and associated wing walls to accommodate a shared use path under Grass Lake Road, with connections to the trail system in McDonald Woods Forest Preserve and the trail along the south side of Grass Lake Road that will be constructed as part of the Millburn By-Pass.

Division of Cost

Type of Work	County	%	LA*	%	Total
Design Engineering	\$ 80,000	*	\$ -		\$ 80,000
Totals					\$ 80,000

*The COUNTY's total obligation for all work subject to This Agreement shall not exceed \$80,000.

Agreement Provisions

Section A.

THE LOCAL AGENCY AGREES:

- 1 To prepare, or cause to be prepared, all necessary surveys, the design engineering plans, specifications and estimates, secure any and all permits, including a Lake County Facility Permit, and/or approvals that may be required, construction contract, letting and land acquisition documents as required as determined by the fund source and/or scope of the project as prescribed by the Illinois Department of Transportation, hereinafter the STATE, and in accordance with the procedures approved and/or required by the Federal Highway Administration, hereinafter FHWA, provide construction engineering supervision and cause the project to be constructed in accordance with approved plans, specifications and estimates. Said plans, specifications and estimates by reference herein are hereby made a part hereof.
- 2 To dedicate to the COUNTY, for public road purposes, twenty (20) feet of additional right-of-way along the entire frontage of the LA's properties known as Oak Ridge Park and Forest View Park, and cause to be dedicated twenty (20) feet of additional right-of-way along the Grass Lake Road frontage of the McDonald Woods Forest Preserve.



- 3 To convey and transmit to the COUNTY's County Engineer, for review and approval, all surveys, preliminary engineering studies, design engineering plans, specifications and estimates for the project in a timely fashion prior to the letting
- 4 To enter into a joint agreement with the STATE to construct the heretofore described improvement. The improvement shall be constructed in accordance with the plans approved by the STATE and the STATE's policies and procedures approved and/or required by the FHWA.
- 5 Upon completion of the improvement, to assume ownership of the tunnel and all appurtenances thereto as a municipal facility, execute a Municipal Acceptance form and maintain, or cause to be maintained, at no cost to the COUNTY, the improvement in accordance with the Lake County Temporary Closure and Utility and Facility Placement Ordinance.

Section B.

THE COUNTY AGREES:

- 1 To review and approve the surveys, preliminary engineering studies, design engineering plans, specifications and estimates for the project. Said approvals shall not be unreasonably withheld.
- 2 That upon award of the Design Engineering contract by the LA, the COUNTY will pay to the LA within thirty (30) days of the receipt of an invoice from the LA, in a lump sum, an amount equal to one hundred percent (100%) of its obligation in accordance with the Division of Cost contained herein.

Section C.

IT IS MUTUALLY AGREED:

- 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 LA (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The LA 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 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 provisions 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.
- 3 This Agreement shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute This Agreement affix their signatures.
- 4 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.
- 5 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.

- 6 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. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by This Agreement.
- 7 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.
- 8 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither 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 hereto.
- 9 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 10 This Agreement shall be considered null and void in the event that the design engineering contract covering the improvements contemplated herein is not awarded by December 1 2012.

Addenda

Additional information and/or stipulations are hereby attached and identified below as being a part of This Agreement.

Addendum 1 - Project Location and depiction of trail connections south of Grass Lake Road

(Insert addendum numbers and titles as applicable)

IN WITNESS WHEREOF, the Parties hereto have caused This Agreement to be executed by their duly authorized officers as of the dates below indicated.

Local Agency

County of Lake

By: [Signature]

By: _____

Title: PRESIDENT, BOARD OF PARK

Chair, Lake County Board

Date: 10 JULY 2012

Date: _____

Attest: [Signature]

Attest: _____

Title: EXECUTIVE DIRECTOR / R. B. SECRETARY

Clerk, Lake County

THOMAS J. LIPPER

Recommended for Execution

Acting County Engineer/ Acting Director of Transportation



Addendum 1

Proposed Grass Lake Road Tunnel

