

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE LAKE COUNTY FOREST PRESERVE DISTRICT
FOR THE CONSTRUCTION OF A MULTI-USE PATH ALONG ROLLINS ROAD
(COUNTY HIGHWAY 31)**

THIS AGREEMENT, 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 LAKE COUNTY FOREST PRESERVE DISTRICT, a unit of local government, acting by and through its President and Board of Commissioners, hereinafter referred to as the DISTRICT (COUNTY and the DISTRICT 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 COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous to make certain roadway improvements at the intersection of Rollins Road (County Highway 31) and Illinois Route 83, hereinafter referred to as the IMPROVEMENT. Said IMPROVEMENT shall also be known as COUNTY Section 08-00080-56-BR; and,

WHEREAS, said roadway improvements shall include, but not be limited to improvements to the Rollins Road/Illinois Route 83 intersection and a grade separation of the Wisconsin Central Railroad and Rollins Road; and,

WHEREAS, the COUNTY shall prepare all surveys, design engineering plans and specifications, and bid documents and furnish construction engineering supervision, and cause the IMPROVEMENT to be built in accordance with plans and specifications subject to the approval of IDOT (hereinafter PLANS) and construction contract; of this writing, the current PLANS are the pre-final set of plans dated January 11, 2013, prepared by Alfred Benesch & Company; Said PLANS (as they are approved in accordance with Section II) by reference herein are hereby made a part hereof ; and,

WHEREAS, as part of the IMPROVEMENTS, the COUNTY shall construct a multi-use path (hereinafter MULTI-USE PATH), in accordance with the PLANS; and

WHEREAS, the DISTRICT is desirous of entering into an agreement with the COUNTY, specifically addressing the MULTI-USE PATH which is generally depicted on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the DISTRICT shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the estimated total construction and engineering costs for the MULTI-USE PATH and the estimated total costs to the DISTRICT for its share of the MULTI-USE PATH are as indicated in EXHIBIT B to THIS AGREEMENT which is attached hereto and hereby made a part hereof; and,

WHEREAS, the IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and the DISTRICT 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 DISTRICT do hereby enter into this AGREEMENT:

SECTION I.
Recitals/Headings

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. 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.
Construction of the IMPROVEMENT

1. The COUNTY agrees to prepare the PLANS, and the DISTRICT shall have the opportunity to review and approve the PLANS with regards to the MULTI-USE PATH and any other work related to the DISTRICT. Said approval shall not be unreasonably withheld by the DISTRICT.

2. The COUNTY agrees to construct the IMPROVEMENT including the MULTI-USE PATH in accordance with the PLANS approved by the DISTRICT.
3. The anticipated COUNTY construction letting date for the IMPROVEMENT is May 21, 2013. The date of said scheduled COUNTY construction letting is subject to change without notice to the DISTRICT and is a function of the availability of funding and project readiness.

SECTION III.

Construction and maintenance of MULTI-USE PATH

1. The COUNTY agrees to construct the MULTI-USE PATH in accordance with the approved PLANS with reimbursement by the DISTRICT as stipulated in the attached EXHIBIT B.
2. The Village of Round Lake Beach will maintain, or cause to be maintained, the portion of the MULTI-USE PATH between Hainesville Road and Hook Drive as indicated on EXHIBIT A, with no reimbursement from the COUNTY or the DISTRICT. Neither the COUNTY nor the DISTRICT will have any obligation to maintain such portion of the MULTI-USE PATH.

SECTION IV.

The DISTRICT's Reimbursements to the COUNTY

1. The actual costs of designing and constructing the MULTI-USE PATH (the "COSTS") will be divided in accordance with EXHIBIT B, including the percentages stated there in.
2. The DISTRICT agrees that its estimated total obligation under THIS AGREEMENT is \$41,054, which is identified as "Portion Attributable to the Lake County Forest Preserve" in EXHIBIT B.

The DISTRICT agrees that upon the COUNTY's award of the construction contract, the DISTRICT will pay to the COUNTY within thirty (30) days after the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of the DISTRICT's estimated obligation for the MULTI-USE PATH under THIS AGREEMENT. Such amount is estimated to be \$39,001.

The DISTRICT further agrees to pay the COUNTY the remaining balance of its obligation under this AGREEMENT in a lump sum amount within thirty (30) days after the receipt of an invoice from the COUNTY, following completion of the project. Said remaining five percent shall be based on final costs of contract unit prices for actual work performed. Final payment to the COUNTY is estimated to be \$2,053.

**SECTION V.
General Provisions**

1. 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, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. 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 making the DISTRICT (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 agents representative, or employee of the DISTRICT for any purpose or in any manner whatsoever. The DISTRICT and the COUNTY shall be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.
3. 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.

4. THIS AGREEMENT shall take effect on June 1, 2013, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to June 1, 2013. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to June 1, 2013, 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 their signature.
5. The provisions of THIS AGREEMENT are severable. If any provision 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, the illegality of such provision, shall not affect the remaining portions of THIS AGREEMENT.
6. The entire agreement of the parties related to the subject matter of THIS AGREEMENT is contained herein. THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
7. 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 shall 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 to THIS AGREEMENT.
9. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County 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, duties, responsibilities and obligations contained herein.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

11. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the IMPROVEMENT contemplated herein, are not awarded by the COUNTY on or before January 1, 2015.

**LAKE COUNTY
FOREST PRESERVE DISTRICT**

ATTEST:

Secretary

By: _____
President

Date: _____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chairman
Lake County of Board

Date: _____

EXHIBIT A
Aerial Map for the IMPROVEMENT
County Section 08-00080-56-BR

Exhibit A
Sheet 1 of 4

MALLARD CREEK DR

LEGEND

- PROPOSED MULTI-USE PATH (MUP)
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED TEMPORARY EASEMENT

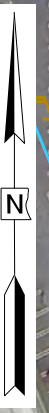
LAKE COUNTY FOREST PRESERVE DISTRICT REIMBURSEMENT / MAINTAINED BY VILLAGE OF ROUND LAKE BEACH

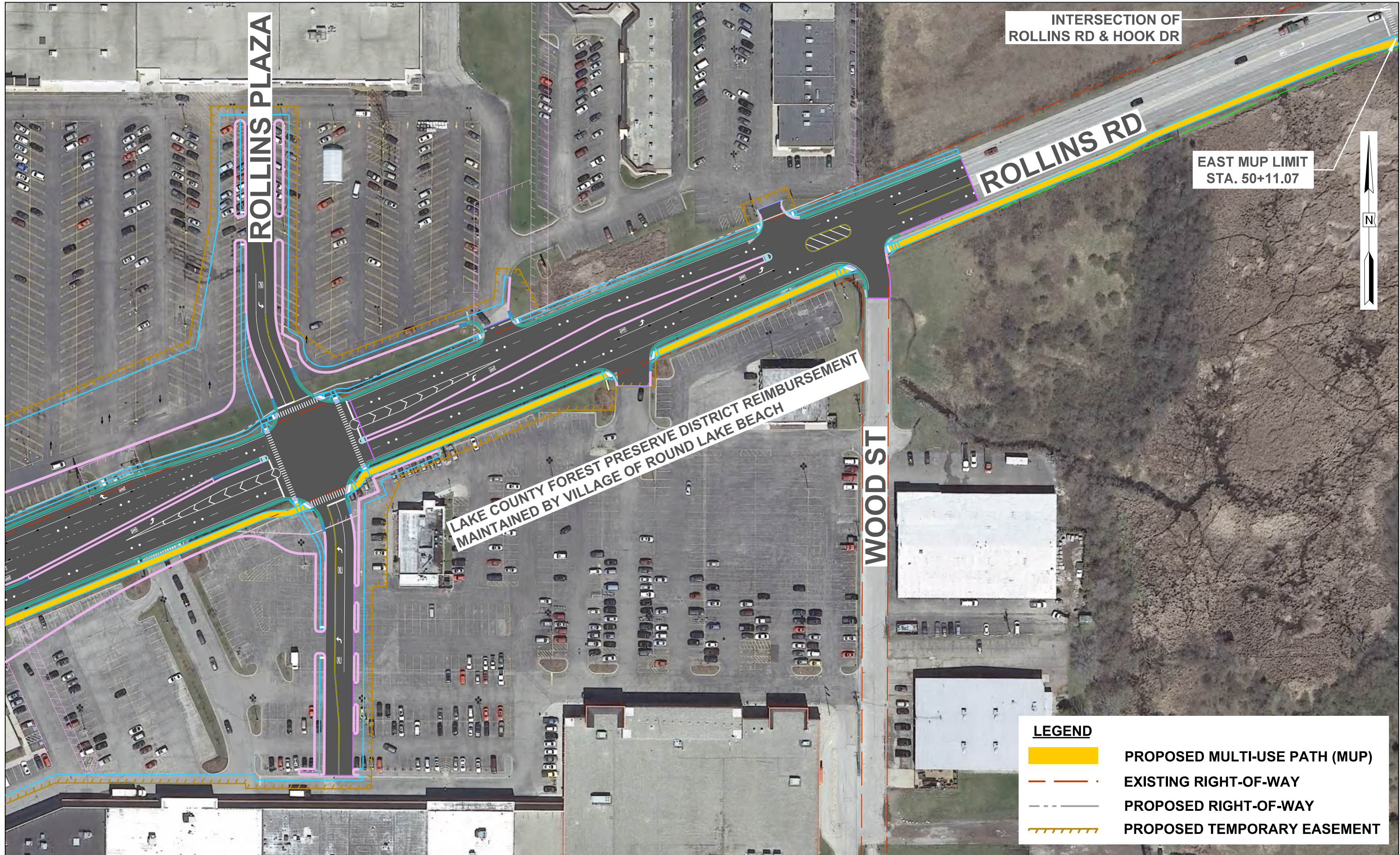
ROLLINS RD

HAINESVILLE RD

IL 83

MUP LIMIT STA. 24+04.76







EAST MUP LIMIT
STA. 50+11.07

LAKE COUNTY FOREST PRESERVE
DISTRICT REIMBURSEMENT /
MAINTAINED BY VILLAGE OF
ROUND LAKE BEACH

VILLAGE LIMIT





LEGEND	
	PROPOSED MULTI-USE PATH (MUP)
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	PROPOSED TEMPORARY EASEMENT

EXHIBIT B
Estimated Division of Costs for the IMPROVEMENT
County Section 08-00080-56-BR

Exhibit B
Sheet 1 of 2

EXHIBIT B
Estimated Division of Costs for the
Rollins Road at Illinois Route 83 Sidewalk and Multi-Use Path Improvements
Village of Round Lake Beach/Lake County
Section 08-00080-56-BR

	Item	Estimated Cost	Portion Attributable to LCDOT		Portion Attributable to the Lake County Forest Preserve	
			Percentage	Cost	Percentage*	Cost
1	Area from Hainesville Road east to the WCL Railroad					
	Multi-Use Path (8') adjacent to Rollins Road on south side	\$ 11,489	88%	\$ 10,111	12%	\$ 1,379
2	Area from the WCL Railroad east to Wood Street					
	Multi-Use Path (8') adjacent to Rollins Road on south side	\$ 24,627	88%	\$ 21,671	12%	\$ 2,955
	Construction Subtotal	\$ 36,116		\$ 31,782		\$ 4,334
	Contingency (10%)	\$ 3,612		\$ 3,178		\$ 433
	Original Project Limits Construction Total	\$ 39,728		\$ 34,960		\$ 4,767
	Design Engineering (7%)	\$ 2,781		\$ 2,447		\$ 334
	Construction Engineering (10%)	\$ 3,973		\$ 3,496		\$ 477
	Original Project Limits Engineering Total	\$ 6,754		\$ 5,943		\$ 810
3	Area from Wood Street to west of Hook Drive					
	Multi-Use Path (8') adjacent to Rollins Road on south side	\$ 12,838	0%	\$ -	100%	\$ 12,838
	Construction Subtotal	\$ 12,838		\$ -		\$ 12,838
	Contingency (10%)	\$ 1,284		\$ -		\$ 1,284
	Added Path Construction Total	\$ 14,121		\$ -		\$ 14,121
	Design Engineering (authorized amount)	\$ 19,942				\$ 19,942
	Construction Engineering (10%)	\$ 1,412		\$ -		\$ 1,412
	Added Path Engineering Total	\$ 21,354		\$ -		\$ 21,354
	Total Cost (Construction Totals + Engineering Totals)	\$ 81,957		\$ 40,904		\$ 41,054

Source: Rollins Road at IL Route 83 Cost Estimate: Alfred Benesch & Company 2/15/2013

* For this project, the Local Share is equal to 12% of the total cost of Construction, Design Engineering costs and Construction Engineering Supervision costs for non-motorized facilities constructed in accordance with the cost sharing arrangement of the LCDOT POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS as the project has received outside funding from the ICC (20% of the 58% local share equals 12%).