

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF DEER PARK
REGARDING THE CONSTRUCTION OF A
CONNECTING SEGMENT OF SUB-REGIONAL BIKE PATH
ALONG QUENTIN ROAD (COUNTY HIGHWAY 5)**

THIS AGREEMENT is 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 VILLAGE OF DEER PARK, an Illinois Municipal Corporation, acting by and through its President 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 any one of which is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY did adopt a Bike Path Plan, identifying the sub-regional bike trails within Lake County, including a sub-regional bike path to be constructed along Quentin Road (County Highway 5), which is intended to provide regional continuity into and out of Cook County; and,

WHEREAS, the Village has indicated their interest in constructing a portion of the sub-regional bike path adjacent to the east side of Quentin Road, on VILLAGE-owned property and within easement on Lake Zurich Rural Fire Protection District property, from the existing VILLAGE path approximately 940 feet south of Long Grove Road (County Highway 43) southward to Field Parkway in lieu of the sub-regional bike path construction within Quentin Road right-of-way; and,

WHEREAS, the VILLAGE will construct and maintain a connecting segment of sub-regional bike path (hereinafter BIKE PATH) within the VILLAGE municipal limits, in close proximity to Quentin Road between Long Grove Road and Field Parkway, on VILLAGE-owned property and within easement on Lake Zurich Rural Fire Protection District property, with financial participation by the COUNTY as hereinafter stipulated; and,

WHEREAS, the VILLAGE will allow, or caused to be allowed, public access and use of the BIKE PATH, in perpetuity, on the VILLAGE-owned property and within the easement on the Lake Zurich Rural Fire Protection District property; and,

WHEREAS, the location of said BIKE PATH is generally depicted in the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the engineering plans and specifications for the BIKE PATH are subject to the standards and guidelines established by the American Association of State Highway and Transportation Officials (AASHTO); and,

WHEREAS, the VILLAGE shall prepare all surveys, design engineering plans and specifications, bid documents and furnish construction engineering supervision, and cause the BIKE PATH to be built in accordance with the plans, specifications, and construction contract (hereinafter PLANS). As of this writing, the current PLANS are the final set of plans dated November 20, 2012, prepared by Gewalt Hamilton and Associates, Inc. Said PLANS by reference herein are hereby made a part hereof; and,

WHEREAS, said BIKE PATH as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE 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 VILLAGE do hereby enter into the following:

SECTION I.

Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between 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.
The Design, Construction and Maintenance of the BIKE PATH

1. The VILLAGE agrees to make all surveys, prepare the engineering plans and specifications, receive bids and award the construction contract, furnish engineering inspection during construction, and cause the BIKE PATH to be built in accordance with the approved plans, specifications, and construction contract.
2. It is mutually agreed by and between the parties hereto that the VILLAGE agrees to construct, or cause to be constructed, the BIKE PATH on VILLAGE-owned property and within easement on the Lake Zurich Rural Fire Protection District property along Quentin Road, as generally depicted in the attached EXHIBIT A, in accordance with AASHTO standards and guidelines, with financial participation by the COUNTY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the VILLAGE agrees to maintain, or caused to be maintained, the BIKE PATH on VILLAGE-owned property and within easement on the Lake Zurich Rural Fire Protection District property along Quentin Road, as generally depicted in the attached EXHIBIT A, with no reimbursement by the COUNTY.
4. It is mutually agreed by and between the COUNTY and the VILLAGE that the COUNTY shall financially participate in the costs of the construction of the sub-regional BIKE PATH in an amount equal to the actual cost (i.e., final contract amounts) for the construction of the BIKE PATH less the VILLAGE budgeted share of \$39,395.
5. It is mutually agreed by and between the COUNTY and the VILLAGE that under no circumstances shall the sum of the COUNTY's payments to the VILLAGE exceed \$70,000 and that all cost data pertinent to THIS AGREEMENT is contained in EXHIBIT B to THIS AGREEMENT.
6. The COUNTY agrees to pay the VILLAGE an amount equal to ninety-five percent (95%) of its obligation incurred under THIS AGREEMENT for the costs of the construction of the BIKE PATH, pursuant to Section III of THIS AGREEMENT, within thirty (30) days of the receipt of an invoice and a copy of the executed construction contract.

The COUNTY further agrees to pay the VILLAGE the remaining five percent (5%) of the reimbursable construction costs under THIS AGREEMENT in a lump sum amount, within thirty (30) days of the receipt of an invoice from the VILLAGE, upon completion of the construction of the BIKE PATH, based on final costs at contract unit prices for actual work performed.

7. The VILLAGE agrees that the construction of the BIKE PATH shall be complete on or before October 1, 2015.

SECTION III. General Provisions

1. 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, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined and provided by law.
2. It is mutually agreed by 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 among 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.
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 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 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.
5. 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.
6. 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.
7. 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.
8. 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.
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 remain in full force and effect for such a period of time as the BIKE PATH remains in place, in use and in operation.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contract covering the BIKE PATH is not awarded by **January 1, 2015**.

ATTEST:

Village Secretary

VILLAGE OF DEER PARK

By: _____
Village President

Date: _____

RECOMMENDED FOR EXECUTION

By: _____
Lake County
County Engineer/
Director of Transportation

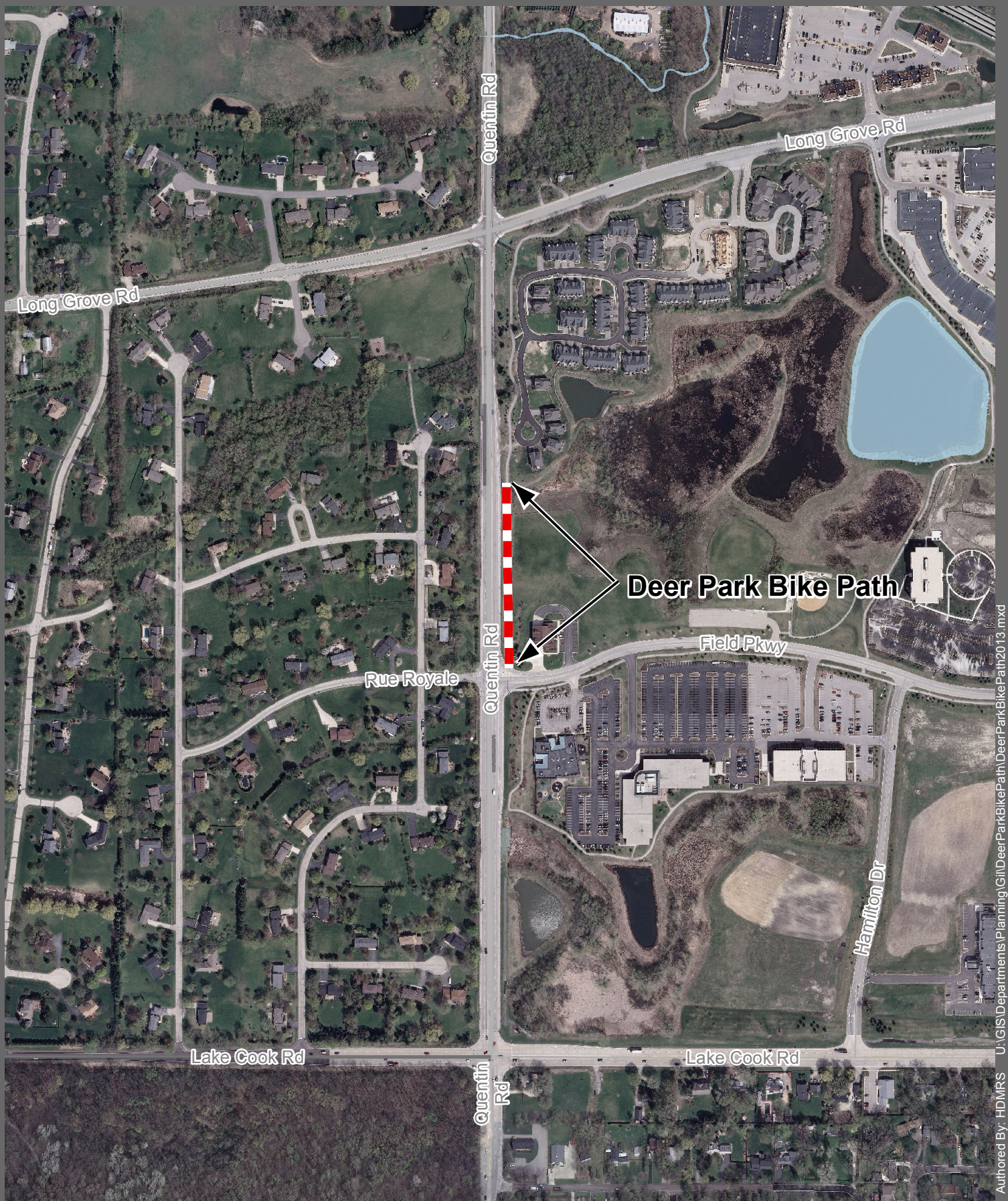
COUNTY OF LAKE

ATTEST:

Clerk
Lake County

By: _____
Chair
Lake County Board

Date: _____



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Authored by: HDWRS



1 Inch = 454 feet

 Deer Park Bike Path

EXHIBIT B

Estimated Division of Costs for Construction of the BIKE PATH

ITEM	ESTIMATED COST ⁽¹⁾	VILLAGE OF DEER PARK BUDGET	FINANCIAL PARTICIPATION BY THE COUNTY
DEER PARK BIKE PATH	\$109,900	\$39,395	Not to exceed \$70,000

⁽¹⁾ Apparent Low Bid submitted by Chicagoland Paving Contractors