

**COPY**

Local Agency: <b>Village of Hainesville</b>	<b>County of Lake, Illinois</b> Intergovernmental agreement for County Participation	COUNTY Construction Contract COUNTY Section Number <i>Am 06</i> 07-00072-10-BT
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This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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): Hainesville Road (County Highway 24)  
Project Limits: North Patriot Drive to 175 feet south of Heritage Drive

**Project Description**

The construction of an 8-foot wide bituminous surface bike path along the east side of Hainesville Road from North Patriot Drive to 175 feet south of Heritage Trail as depicted in Addendum 1 of This Agreement, the installation of curb ramps and detectable warnings at the east and north approaches to the intersection of North Patriot Drive and Hainesville Road, pavement crosswalk striping on the north approach to the intersection, the extension of the existing sidewalk to the curb ramp at the northwest quadrant of the intersection and performing all work necessary to construct the improvement in accordance with the approved plans, specifications and estimates. Said approved plans, specifications and estimates by reference herein are hereby made a part hereof.

**Division of Cost**

Type of Work	COUNTY	%	LA	%	Total
Design Engineering		100		0	
Bicycle Path Construction		0	\$ 68,924	100	\$ 68,924
Construction Engineering		100		0	
Totals			\$ 68,924		\$ 68,924

**Note:** The above costs represent an estimate of probable cost and are subject to change. The actual costs for final billing and reimbursement will be based on final costs and final contract quantities at contract unit prices for actual work performed. The agreed upon Division of Cost for a particular type of work may or may not be based on a percentage of the total.

**Agreement Provisions**

**Section A.**

**THE LOCAL AGENCY AGREES:**

- 1 That upon award of the construction contract, the LA will pay to the County within thirty (30) days of 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 its estimated obligation in accordance with the Division of Cost contained herein, and to pay to the COUNTY within thirty (30) days of the receipt of an invoice, in a lump sum, the remainder of the LA's obligation upon completion of the project based upon final costs.
- 2 That by executing This Agreement, the LA concurs in the award of the construction contract in accordance with the standard policies and procedures as adopted and used by the COUNTY.

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- 3 That upon completion of construction of said bicycle path said bicycle path shall be a municipal facility of the LA as defined in the Lake County Highway Utility and Facility Placement Ordinance. The LA further agrees to execute a Municipal Acceptance Form and maintain, or cause to be maintained, at no cost to the COUNTY, the bicycle path located within the Hainesville Road right-of-way subject to This Agreement.

#### Section B.

##### THE COUNTY AGREES:

- 1 To prepare, or cause to be prepared, at no cost to the LA, all necessary surveys, the engineering plans, secure any and all permits and/or approvals that may be required, specifications and estimates, land acquisition documents as required, receive bids, award the construction contract, provide construction engineering supervision and construct the project in accordance with the approved plans, specifications and estimates.

#### Section C.

##### IT IS MUTUALLY AGREED:

- 1 By and between the parties hereto that the future southerly extension to IL Route 120 of the heretofore described bicycle path shall be governed by a separate joint agreement.
- 2 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, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined as provided by law.
- 3 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.
- 4 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.
- 5 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.
- 6 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.
- 7 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.

- 8 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.
- 9 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.
- 10 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.
- 11 This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute This Agreement.
- 12 This Agreement shall be considered null and void in the event that the construction contract covering the improvements contemplated herein are not awarded within five (5) years of the effective date of This Agreement.
- 13 This Agreement shall remain in full force and effect for such a period of time as any the bicycle path as heretofore described remains in place, in use and in operation.

#### Addenda

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

#### Addendum 1 Project Location Map

(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: G. Theodore Mueller

By: \_\_\_\_\_  
Chair, Lake County Board

Title: Mayer

Date: 8/5/08

Date: \_\_\_\_\_

Attest: Kathy Mettler

Attest: \_\_\_\_\_  
Clerk, Lake County

Title: Village Clerk

Recommended for Execution

\_\_\_\_\_  
County Engineer/ Director of Transportation

**ADDENDUM 1**

**PROJECT LOCATION MAP**