

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF GRAYSLAKE
FOR THE CONSTRUCTION OF DECORATIVE BRIDGE RAILING
TREATMENTS AS PART OF A HIGHWAY IMPROVEMENT PROJECT
ALONG WASHINGTON STREET (COUNTY HIGHWAY 45)**

THIS AGREEMENT is entered into this ____ day of _____, A.D. 2017, 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 GRAYSLAKE, 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, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is making certain roadway improvements along Washington Street (County Highway 45), including a railroad grade separation between Washington Street and the Canadian National Railroad; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Washington Street, from Cedar Lake Road (County Highway 28) to Green Bay Road; and,

WHEREAS, the VILLAGE wishes to include the construction of DECORATIVE BRIDGE RAILING TREATMENTS as depicted on the PLANS by HDR Engineering and dated August 31, 2016, (hereinafter “IMPROVEMENT”), within the VILLAGE corporate limits, located on the east and west sides of the railroad grade separation bridge crossing Washington Street; and,

WHEREAS, the estimated total cost to the VILLAGE for the IMPROVEMENT is 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;

WHEREAS, the COUNTY desires to make a financial contribution to the improvement;

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 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.
Construction and Maintenance of the IMPROVEMENT

1. The VILLAGE has prepared the necessary design engineering plans and specifications for the IMPROVEMENT and the COUNTY has reviewed and approved the PLANS with respect to work related to the IMPROVEMENT.
2. The installation of the decorative bridge railing treatments will not require a permit from LCDOT for the installation, but the Village will require their 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.
3. The Village and/or Village’s contractor is responsible for all railroad coordination, permits, insurance and flagging costs related to the decorative bridge railing treatments IMPROVEMENT.
4. The VILLAGE agrees to cause the IMPROVEMENT to be constructed and the COUNTY agrees to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements.
5. The COUNTY agrees that the sharing of costs for the installation of the IMPROVEMENT shall be in accordance with the following: The VILLAGE shall pay for the engineering and construction of the IMPROVEMENT, with reimbursement by the

COUNTY in an amount not to exceed \$100,000 for a portion of the construction costs for the IMPROVEMENT, as depicted in EXHIBIT A, within 60 days of the COUNTY receiving an invoice from the VILLAGE and upon COUNTY concurrence that the IMPROVEMENT is constructed per the approved PLAN.

6. The COUNTY will be responsible for ownership and maintenance of the railing once accepted by the COUNTY and that the COUNTY will be responsible for costs associated with removing and replacing the railing should the addition of a future railroad track cause the need for relocation of the bridge railing treatment at some point in the future.
7. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Washington Street and the IMPROVEMENT.

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 ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. 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.
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. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on January 19, 2017, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to January 19, 2017. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to January 19, 2017, 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. 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. 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 remaining parties 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 completed by April 1, 2020.

VILLAGE OF GRAYSLAKE

ATTEST:

Title: _____

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Lake County County Engineer/
Director of Transportation

COUNTY OF LAKE

ATTEST:

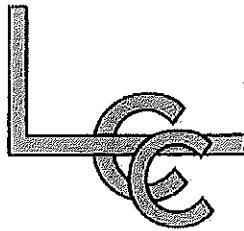
Clerk
Lake County

By: _____
Chairman
Lake County of Board

Date: _____

EXHIBIT A
DECORATIVE BRIDGE RAILING TREATMENT/ESTIMATED COST OF
IMPROVEMENT

Exhibit A



November 8, 2016

HDR

8550 W Bryn Mawr Avenue, Suite 900
Chicago, IL 60631

Attn: Julie Rivera, PE, SE
Senior Structural Engineer/Project Manager

RE: Washington Street Bridge-Decorative Rail
Lake County Illinois

Dear Ms. Rivera:

We hereby submit our proposal of \$171,000 to provide the decorative rail for the Washington Street Bridge as further detailed below.

CONDITIONS TO ORNAMENTAL RAIL PROPOSAL

We include a total of 223 lineal feet

The rails will consist of a Hss 2 ½ x 2 ½ x 1/4 inch square tube top rail, mid rail, bottom rail and posts with Hss 1 ½ x 1 ½ x 3/16 inch vertical intermediate supports with the 1/4 inch steel plate infill panels attached to the rail with mounting clips. The rails will have a decorative leaf silhouette ½ inch steel plate panel that will run along the bottom half of the rail.

We include 6 decorative panels consisting of Hss 4x 2x 1/4 inch main supports, 1/4 inch steel plate infill to match the rails, with the decorative cap made from a 1/4 inch steel plate and welded to ½ inch steel bars.

The rails will be attached to the existing base/mounting plates.

The rails and decorative panels will be hot dipped galvanized, sand blasted, primed and finish painted with a zinc rich paint system.

A survey of the existing base plate hole locations shall be provided by HDR. Modifications, if any, that are needed to the base plates, either before or after rail fabrication, is not included and shall be an additional cost,

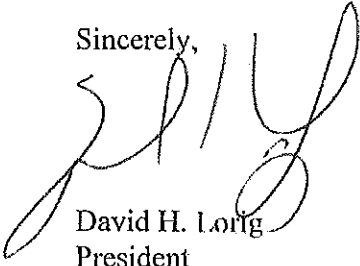
A CAD file shall be provided by HDR to ensure the desired pattern.

Sales tax is not included. A tax exempt certificate shall be provided by HDR.

Payment shall be made within 30 days of completed work.

If you have any questions, please contact myself or Andy Leroux.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Long', with a large, stylized flourish at the end.

David H. Long
President