

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF ROUND LAKE PARK
FOR A HIGHWAY IMPROVEMENT PROJECT ALONG WASHINGTON STREET
(COUNTY HIGHWAY 45) INCLUDING THE CONSTRUCTION OF A MULTI-USE
PATH, SIDEWALK, WATERMAIN AND SANITARY SEWER IMPROVEMENTS**

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 ROUND LAKE PARK, 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 desirous to make certain roadway improvements along Washington Street (County Highway 45) from west of Hainesville Road (County Highway 24) to Lake Street, including widening with a railroad grade separation between Washington Street and the Canadian National Railroad (hereinafter the IMPROVEMENT). The IMPROVEMENT shall also be referred to as County Sections 11-00121-10-WR (west of Haryan Way) (hereinafter the CENTRAL SECTION) and 11-00121-11-BR (east of Haryan Way) (hereinafter the EAST SECTION) and 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 COUNTY has maintenance and jurisdictional authority over Washington Street, from Cedar Lake Road (County Highway 28) to Green Bay Road; and,

WHEREAS, the COUNTY shall prepare all surveys, design engineering plans and specifications, bid documents and furnish construction engineering supervision, and cause the IMPROVEMENT to be built in accordance with the approved plans, specifications, and construction contract (hereinafter PLANS), and the EAST SECTION shall be subject to the approval of IDOT. As of this writing, the current PLANS are the final set of plans dated July 17, 2014 for the EAST SECTION and the final set of plans dated April 3, 2015 for the CENTRAL SECTION, prepared by Patrick Engineering, Inc. Said PLANS by reference herein are hereby made a part hereof; and,

WHEREAS, the VILLAGE is desirous to include the construction of a multi-use path (hereinafter MULTI-USE PATH) and sidewalk (hereinafter SIDEWALK) as part of the IMPROVEMENT (as detailed in the PLANS) within the VILLAGE corporate limits as municipal facilities, located in a portion of the Washington Street right-of-way, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE owns and maintains certain potable water facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, and other miscellaneous appurtenances (hereinafter WATERMAIN), for which relocation or adjustment is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE owns and maintains certain sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter SANITARY SEWER), for which relocation or adjustment is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY should relocate and/or adjust said VILLAGE-owned WATERMAIN and SANITARY SEWER in conflict with the proposed IMPROVEMENT and this relocation work shall be included as part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the MULTI-USE PATH, SIDEWALK, WATERMAIN, and SANITARY SEWER, that are to be constructed as a part of the IMPROVEMENT for the VILLAGE shall hereinafter be referred to as VILLAGE FACILITIES; and,

WHEREAS, the approximate limits of existing and proposed VILLAGE FACILITIES within the IMPROVEMENT are as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the estimated total cost to the VILLAGE for its share of the IMPROVEMENT is as indicated in EXHIBIT C 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; and,

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 of the IMPROVEMENT

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT in accordance with Lake County Division of Transportation (LCDOT) and IDOT policies and standards. The COUNTY agrees to prepare the PLANS, and the VILLAGE shall have the opportunity to review and approve the PLANS with respect to work related to the VILLAGE. Said approval shall not be unreasonably withheld by the VILLAGE.
2. It is mutually agreed by and between the parties hereto that the COUNTY will let and award the construction contract for construction of the CENTRAL SECTION of the IMPROVEMENT. As of this writing, the letting date for the CENTRAL SECTION of the IMPROVEMENT was May 19, 2015.
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, and as approved by IDOT for the EAST SECTION, with reimbursement from the VILLAGE as hereinafter stipulated in EXHIBIT C.

4. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, which may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary.
5. The COUNTY agrees to record all County Highway rights-of-way that may be acquired in connection with the IMPROVEMENT.
6. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new municipal multi-use path and sidewalk within County Highway rights-of-way.

The VILLAGE agrees that the sharing of costs for the installation of MULTI-USE PATH and SIDEWALK shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the MULTI-USE PATH and SIDEWALK, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the engineering and construction costs for the MULTI-USE PATH and SIDEWALK, as provided in EXHIBIT C.

7. The COUNTY agrees to construct the MULTI-USE PATH and SIDEWALK in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said MULTI-USE PATH and SIDEWALK is estimated to be \$16,099, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT C to THIS AGREEMENT.
8. The VILLAGE agrees to assist with facilitating the relocation and construction of said WATERMAIN and SANITARY SEWER with local VILLAGE residents and property owners including providing notice of any temporary water and/or sewer service interruptions. The COUNTY shall endeavor to provide advanced notice of at least three (3) working days except in case of emergency, so that the VILLAGE has adequate time to notify its residents and property owners.

9. The COUNTY agrees to construct the WATERMAIN and SANITARY SEWER in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said WATERMAIN and SANITARY SEWER is estimated to be \$563,311, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT C to THIS AGREEMENT.
10. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for MULTI-USE PATH, SIDEWALK, WATERMAIN and SANITARY SEWER in the IMPROVEMENT is \$579,410, inclusive of Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT C to THIS AGREEMENT.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount of \$337,084 for the MULTI-USE PATH, SIDEWALK, WATERMAIN and SANITARY SEWER, an initial payment of part of its obligation for the MULTI-USE PATH, SIDEWALK, WATERMAIN and SANITARY SEWER. At such time, it is agreed that the VILLAGE shall owe to the COUNTY an amount equal to \$337,084.

The VILLAGE further agrees to pay the remaining balance of its obligation for the MULTI-USE PATH, SIDEWALK, WATERMAIN and SANITARY SEWER upon completion of the IMPROVEMENT, estimated to be \$242,326, over a ten (10) year period without interest, within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the MULTI-USE PATH, SIDEWALK, WATERMAIN and SANITARY SEWER. At such time, it is estimated that the VILLAGE shall owe to the COUNTY a yearly amount approximately equal to \$24,232.60.

11. It is further mutually agreed by and between the parties hereto that the Village must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by November 1, 2015, for the MULTI-USE PATH, SIDEWALK, WATERMAIN and SANITARY SEWER (CENTRAL SECTION), the approval of which shall not be unnecessarily withheld by the COUNTY.

12. 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 VILLAGE shall continue maintenance and responsibility of the WATERMAIN and SANITARY SEWER and shall assume maintenance and responsibility over the MULTI-USE PATH and SIDEWALK within the VILLAGE corporate limits.
13. The VILLAGE shall be listed as an additional insured with coverage to the same extent the COUNTY is insured by any contractor performing the work referenced in this AGREEMENT.

SECTION VIII. 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, 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 November 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to November 1, 2015. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to November 1, 2015, 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 awarded by April 1, 2020.

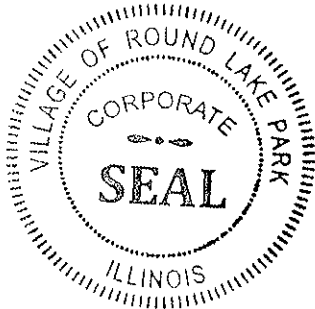
VILLAGE OF ROUND LAKE PARK

ATTEST:

Karen M Eggert
Title: Village Clerk

By: Linda K. Lucasser
Mayor

Date: 9/15/2015



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
LOCATION MAP
County Section 11-00121-10-WR, 11-00121-11-BR

Exhibit A
Sheet 1 of 2

EXHIBIT A: Location Map

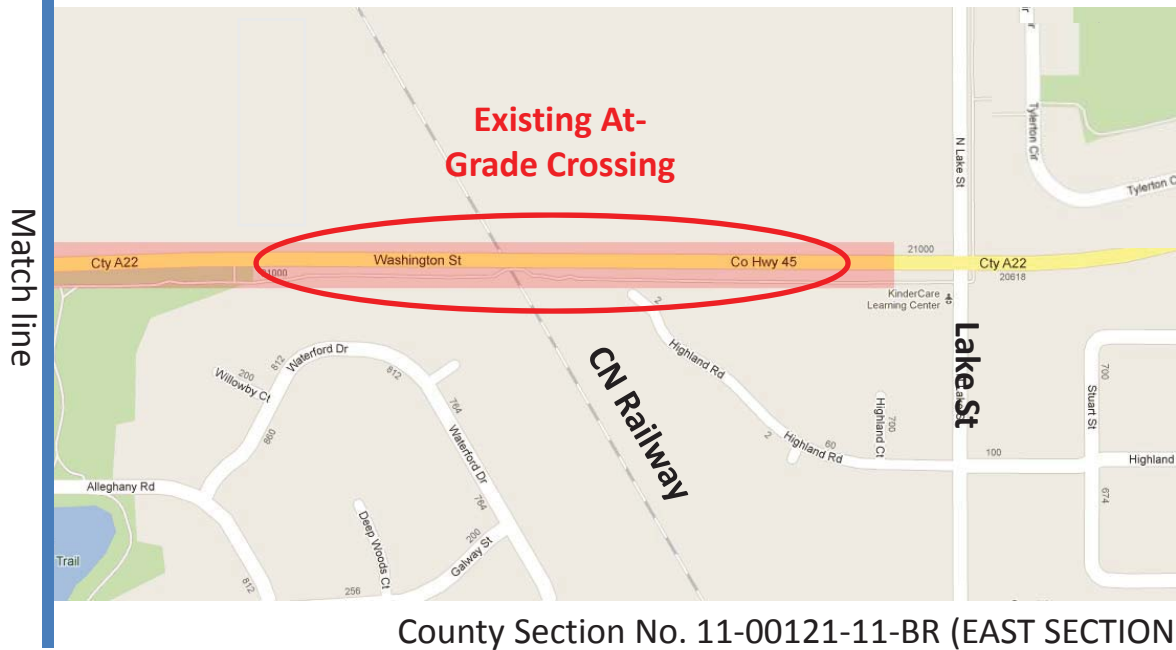
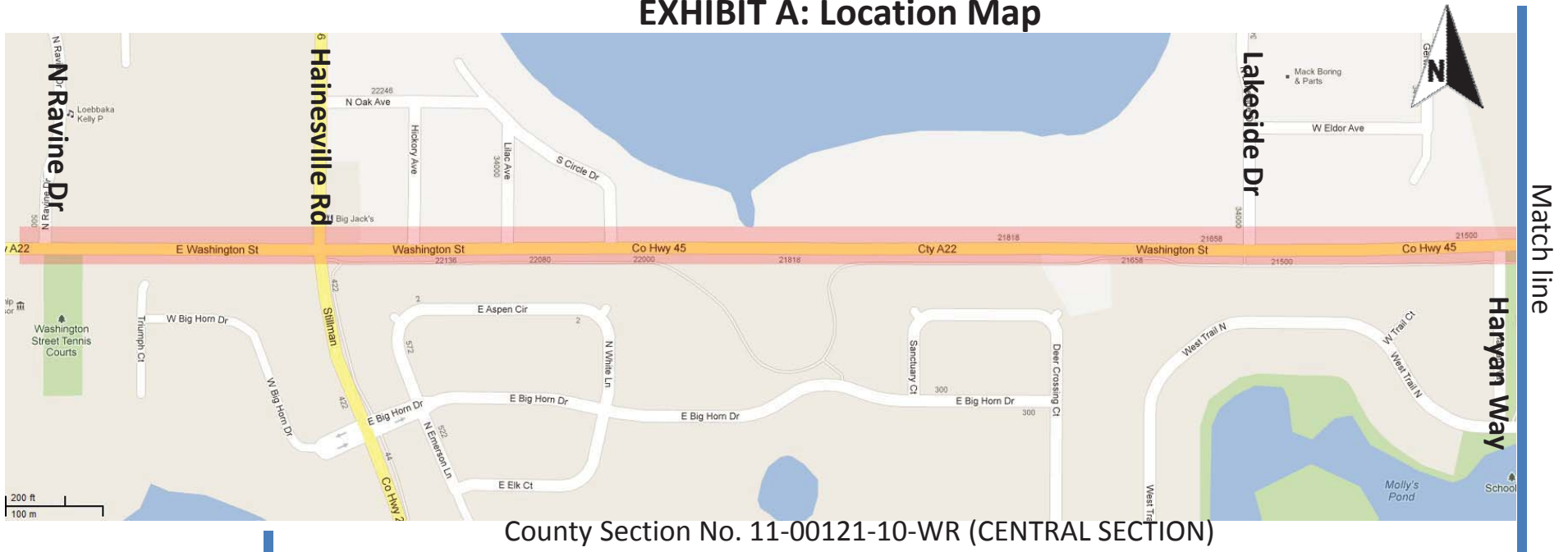


EXHIBIT B
VILLAGE IMPROVEMENTS
County Section 11-00121-10-WR

Exhibit B
Sheet 1 of 2

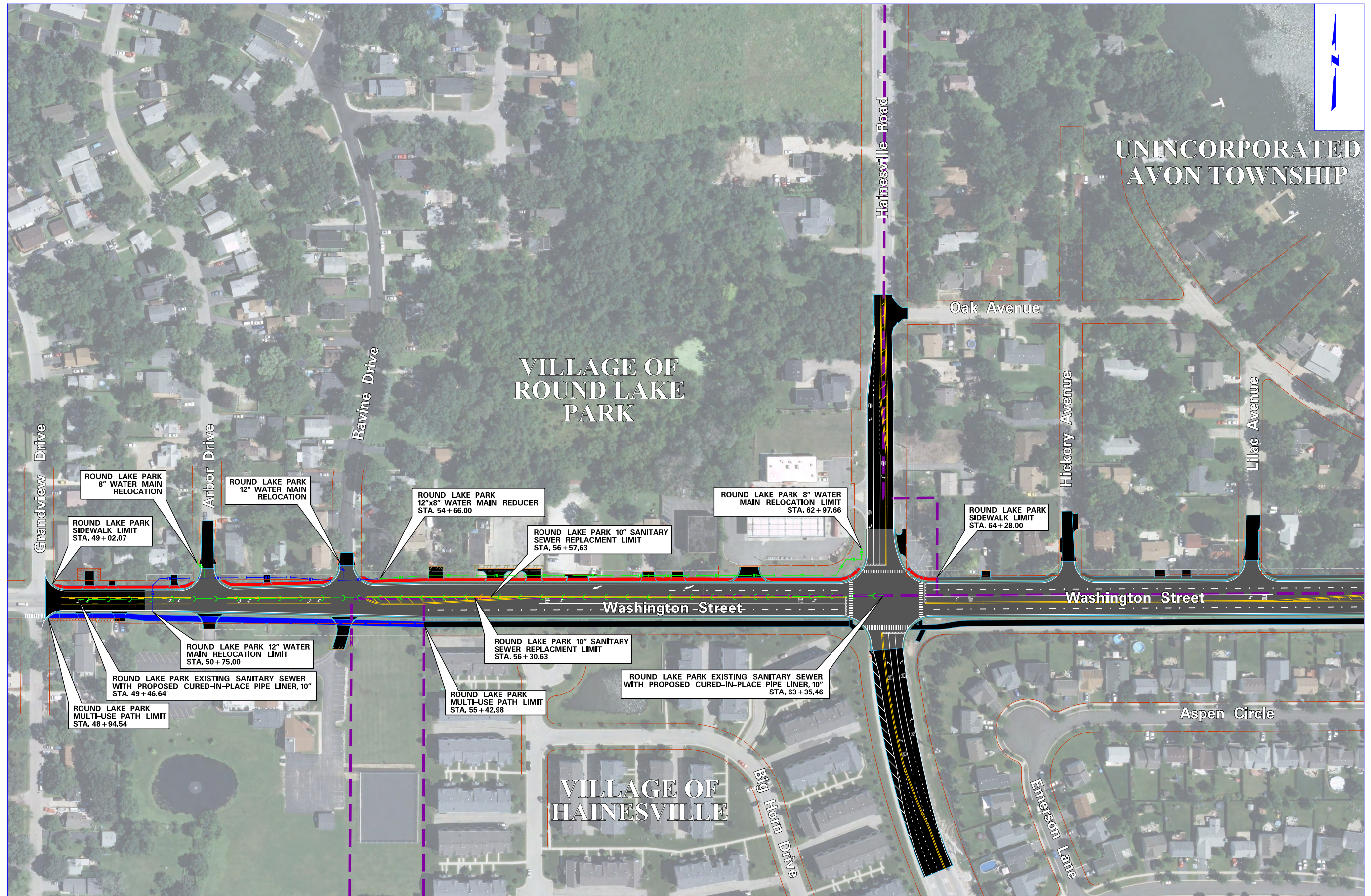


EXHIBIT B
Washington Street, Hainesville Road to Haryan Way, Section No. 11-00121-10-WR

PATRICK ENGINEERING
 4970 Varsity Drive,
 Lisle, Illinois 60532
 800.799.7050
 patrickengineering.com

Existing Right-of-Way		Proposed Right-of-Way		Proposed Round Lake Park Sidewalk		Existing Round Lake Park 10" Sanitary Sewer To Be Replaced	
Existing Easement		Municipal Boundary		Proposed Round Lake Park 8" Water Main Relocation		Existing Round Lake Park Sanitary Sewer With Proposed Cured-In-Place Pipe Liner, 10"	
Proposed Temporary Easement		Proposed Round Lake Park Multi-Use Path		Proposed Round Lake Park 12" Water Main Relocation			

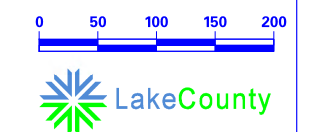


EXHIBIT C
DIVISION OF COSTS
County Section 11-00121-10-WR

Exhibit C
Sheet 1 of 2

EXHIBIT C
Estimated Division of Costs for the
Washington Street Improvements
Village of Round Lake Park
County Section 11-00121-10-WR (Central Section: Hainesville Road to Haryan Way)
Thursday, September 03, 2015

Item	Bid Cost	Portion Attributable to LCDOT		Portion Attributable to Round Lake Park	
		Percentage	Cost	Percentage	Cost
Central Project					
Sidewalk	\$ 51,078				
Multiuse path	\$ 17,723				
Subtotal Pedestrian	\$ 68,801	80%	\$ 55,041	20%	\$ 13,760
Watermain	\$ 440,773				
Sanitary	\$ 76,373				
Subtotal Utility	\$ 517,146	0%	\$ -	100%	\$ 517,146
Construction Total	\$ 585,947		\$ 55,041		\$ 530,906
Ped Design Engineering (7%)	\$ 4,816	80%	\$ 3,853	20%	\$ 963
Utility Design Engineering ¹	\$ 19,009	0%	\$ -	100%	\$ 19,009
Ped Construction Engineering (10%)	\$ 6,880	80%	\$ 5,504	20%	\$ 1,376
Utility Construction Engineering ¹	\$ 27,156	0%	\$ -	100%	\$ 27,156
Engineering Subtotal	\$ 57,861		\$ 9,357		\$ 48,504
Central Project Totals	\$ 643,808		\$ 64,398		\$ 579,410
		Estimated Village Total Costs: \$ 579,410			

	Estimated Remaining
Initial Payment	Balance
\$ 337,084	\$ 242,326

Repayment of balance over 10 years = Estimated \$24,232 per year

¹ Engineering costs are based on the original Exhibit C dated 4/8/15

Source: Bid Tabulation dated May 19, 2015