

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE WISCONSIN CENTRAL LIMITED
FOR REVIEW OF PRELIMINARY ENGINEERING
FOR IMPROVEMENTS TO
OLD MCHENRY ROAD (COUNTY HIGHWAY 32)
AT THE WISCONSIN CENTRAL RAILROAD**

THIS AGREEMENT, hereinafter referred to as the “AGREEMENT”, made and entered into 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 WISCONSIN CENTRAL, LIMITED, located at 17641 Ashland Ave Homewood, IL, 60430 , hereinafter referred to as the “WCL”, and collectively referred to as the “PARTIES” and individually referred to as “PARTY”;

WITNESSETH:

WHEREAS, the COUNTY wishes to grade separate it's Old McHenry Road (County Highway 32) railroad crossing near milepost 55.45 of the WCL'S Leithton Subdivision, hereinafter referred to as the “PROJECT”, the PROJECT shall also be referred to as County Section 19-00999-65-ES; and

WHEREAS, in the interest of public safety, the PARTIES desire to perform or have performed Preliminary Engineering and Environmental Studies, including preparation of preliminary plans and technical reports, herein referred to as “Preliminary Engineering”, for the purpose of the PROJECT; and

WHEREAS, the proposed PROJECT requires the WCL to provide Preliminary Engineering review services relative to the interests of the WCL; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the PARTIES hereto agree as follows:

SECTION 1. The PROJECT covered under this AGREEMENT shall be subject to all applicable federal, state, and local laws, rules, regulations, orders and approvals pertaining to agreements, specifications, award of contracts, acceptance of work and general engineering practices. With respect to payment by the COUNTY to the WCL, as hereinafter provided, for any work or portion thereof performed by the WCL, the COUNTY and the WCL shall be governed by the applicable provisions as made a part of this Agreement by reference.

SECTION 2. The Preliminary Engineering for the PROJECT, shall be prepared by or for the COUNTY at its expense. All portions of the Preliminary Engineering relative to the interests of the WCL shall be subject to review and approval by the WCL'S authorized representative. The WCL shall provide its reviews, approvals or exceptions to the Preliminary Engineering within thirty (30) calendar days of receipt of the documents. Exceptions will be germane to the WCL'S interests and approvals will not be unreasonably withheld.

SECTION 3. The PARTIES hereto agree that no changes will be made to those portions of any approved Preliminary Engineering previously approved by the WCL, by either PARTY hereto, without the written consent of the other PARTY. Such consent will not be unreasonably withheld.

SECTION 4. Each PARTY will provide the necessary technical expertise and engineering for carrying out its obligations as herein set forth, and the costs for such services shall be borne by the COUNTY.

SECTION 5. The PARTIES further agree that the estimated cost of the WCL'S Preliminary Engineering review services, relative to planned work within the WCL'S Right-of-Way, is \$31,000__, as shown on the estimate attached hereto and marked as Exhibit A.

SECTION 6. The WCL is hereby requested by the COUNTY, to perform review of the Preliminary Engineering for the project, relative to planned work within the WCL'S Right-of-Way, and authorized to accrue project reimbursable preliminary engineering costs beginning February 1, 2025. The WCL hereby agrees to not invoice the COUNTY until such time this AGREEMENT is fully executed.

SECTION 7. The WCL shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work described herein.

The WCL shall bill the COUNTY monthly for any costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the Preliminary Engineering services completed. After the COUNTY'S representatives have checked the progressive invoices and they have agreed with the WCL'S representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the COUNTY shall promptly reimburse the WCL within 30 days of receipt of invoice.

The WCL, upon the completion of its Preliminary Engineering review services, shall, within thirty (30) calendar days, render to the COUNTY a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the COUNTY'S representatives have checked the progressive invoices and the final statement and they have agreed with the WCL'S representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the COUNTY shall promptly reimburse the WCL for the amount of the final invoice, except that for any portion of the final invoice in excess of the estimated cost as shown in Section 4, the COUNTY may withhold payment of such excess cost until the WCL has provided reasonable backup detail as requested by the COUNTY to justify the additional cost, and the COUNTY shall promptly review such backup detail as provided by the WCL and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of the WCL'S costs above the estimated costs, each PARTY retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of Section 6 hereof.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable. All invoices should be sent to COUNTY addressed to:

Chuck Gleason
600 W. Winchester Road
Libertyville, Illinois 60048
847-377-7447

SECTION 8. All items of work listed on Exhibit A may be performed by the WCL with its own forces on a force account basis, continuing contract, or by contract. In the event the WCL elects to engage a contractor to perform all or a substantial portion of the work, the WCL shall furnish COUNTY the name of the contractor whose services will be used to perform the work. Such contracts will be in compliance with any applicable State statutes and implementing rules and regulations prohibiting discrimination in the solicitation or selection of contractors or subcontractors on the basis of race, color, national origin or sex.

SECTION 9. In the event that delays, or difficulties arise in securing any necessary approvals, acquiring rights-of-way, settling damage claims, or for any other cause which in the opinion of the COUNTY renders it impracticable to proceed with the construction of the project, then at any time before the construction is started, COUNTY may serve formal notice of cancellation upon the WCL and this Agreement shall thereupon terminate. In the event of cancellation, COUNTY shall reimburse the WCL for all eligible cost and expense incurred by the WCL prior to receipt of notice of cancellation and payment by COUNTY.

SECTION 10. THIS AGREEMENT shall be enforceable in the Circuit Court of 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 and obligations contained herein.

SECTION 11. This AGREEMENT shall be binding upon the PARTIES hereto, their successors and assigns to the extent permitted under law. 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.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

WISCONSIN CENTRAL, LIMITED

By: _____

Carole Morey
Typed title: AVP Capital Programs
Date:

RECOMMENDED FOR EXECUTION

By: _____

Shane E. Schneider, P.E.
Director of Transportation/County Engineer
Lake County

COUNTY OF LAKE

By: _____

Chair
Lake County Board

ATTEST

By: _____

Date: _____

County Clerk
Lake County



Operations Special Capital Project Estimate

Design and Construction

Project Description: Old McHenry Road Improvement
 Location: Old McHenry Road
 Company Name: Wisconsin Central LTD.
 Subdivision Name: Leighton
 Mile Post: 55.45
 State: IL
 Survey Network Number:
 Track Network Number:
 Signal Network Number:
 Buy American Certification Required? Yes
 Agency: IDOT
 Labor Additive Type: Agency/CN Approved

| | |
|---------------------------|-----------------|
| Labor | \$0 |
| Material | \$0 |
| Other | \$31,000 |
| Total Capital Cost | \$31,000 |
| PW Material | \$0 |
| Donation | \$0 |
| TOTAL PROJECT COST | \$31,000 |

Created By: DRL
 Revised By:
 Created Date: November 05, 2024
 Date Revised:
 Status: Final

| Description | GANG SIZE | DAYS | MANDAYS | PRICE | TOTAL |
|---------------------------|-----------|------|----------|--------|------------|
| LABOR | | | | | |
| Communication Tech | 0 | 0 | 0 | \$0.00 | \$0 |
| TOTAL DIRECT LABOR | | MD: | 0 | | \$0 |

| Description | TOTAL |
|------------------------------|------------|
| MATERIAL | |
| TOTAL DIRECT MATERIAL | \$0 |

| Description | UM | QTY | PRICE | TOTAL |
|---------------|----|-----|-------|-------|
| LOTHER | | | | |

| | | | | | |
|--|---|-----|----|----------|-----------------|
| PE_Preliminary Engineering | Engineering_Project Creation and Admin Process Agreements, Internal Plan Review and FAE Development | LS | 1 | \$15,000 | \$15,000 |
| | Signal Assistant | LS | 0 | \$0 | \$0 |
| | CN Admin Cost | LS | 1 | \$5,000 | \$5,000 |
| | Total Engineering | | | | \$20,000 |
| Real Estate | Validate TDOT Real Estate Information Ownership | LS | 1 | \$3,500 | \$3,500 |
| | Total Real Estate | | | | \$3,500 |
| CEI_Construction Engineering/Inspection | Crouch Engineering_Construction Inspection and Coordination | LS | 0 | \$0 | \$0 |
| | Signal Assistant | LS | 0 | \$0 | \$0 |
| | CN Admin Cost | LS | 0 | \$0 | \$0 |
| | Total Engineering | | | | \$0 |
| Miscellaneous | Flagging (Contractor) | DAY | 3 | \$2,500 | \$7,500 |
| | Per Diem (S&C Labor) | MD | 0 | \$140 | \$0 |
| | Contingency | SUM | 0% | \$0 | \$0 |
| | Total Miscellaneous | | | | \$7,500 |
| TOTAL OTHER | | | | | \$31,000 |
| DONATION | | | | Amount | TOTAL |

| | |
|--|-----------------|
| TOTAL DONATION | \$0 |
| TOTAL CAPITAL COST | \$31,000 |
| TOTAL NON-CAPITALIZED COST (PW MATERIALS) | \$0 |
| TOTAL DONATION | \$0 |
| TOTAL PROJECT COST | \$31,000 |
| CURRENT AUTHORIZED BUDGET: | \$0 |
| TOTAL SUPPLEMENT REQUESTED: | \$31,000 |

| Material Description | State Tax | UM | QTY | Unit Price | Total |
|----------------------|-----------|----|-----|------------|-------|
|----------------------|-----------|----|-----|------------|-------|