

INTERGOVERNMENTAL ROADWAY AGREEMENT

THE COUNTY OF COOK

COUNTY OF LAKE

LAKE COOK ROAD
Raupp Boulevard to Hastings Lane
Cook County Sections: 14-A5015-03-RP
and 14-A5015-04-RP
Lake County Section: 14-00999-01-WR

This Intergovernmental Roadway Agreement (the "Agreement") is made and entered into by and between the County of Cook ("COOK"), a body politic and corporate of the State of Illinois, and the County of Lake ("LAKE"), a body politic and corporate of the State of Illinois. COOK and LAKE are sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes and encourages intergovernmental cooperation; and

WHEREAS, COOK and LAKE are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, Lake Cook Road is a county line road separating Cook and Lake Counties; and

WHEREAS, Lake Cook Road is a county Highway under the jurisdiction of COOK from Raupp Boulevard to Hastings Lane; and

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, COOK and LAKE wish to make improvements to Lake Cook Road from Raupp Boulevard to Hastings Lane; and

WHEREAS, the improvements shall include P.C.C. pavement construction including, but not limited to, pavement removal, concrete curb and gutter removal and replacement, storm sewer installation, traffic signal installation, signing, traffic protection, pavement marking, landscaping and other necessary highway appurtenances along Lake Cook Road, Weiland Road, Buffalo Grove Road and IL Route 83 and said road segments identified as Cook County Sections: 14-A5015-03-RP and 14-A5015-04-RP (the "PROJECT"); and

WHEREAS, LAKE has identified said PROJECT as LAKE Section: 14-00999-01-WR; and

WHEREAS, COOK is willing to be the lead agent for design and construction of the PROJECT; and

WHEREAS, Buffalo Grove Road north of Lake Cook Road is a county Highway under the jurisdiction of LAKE; and

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WHEREAS, Weiland Road north of the Lake-Cook County Line is a under the jurisdiction of LAKE; and

WHEREAS, LAKE has requested that COOK include in its PROJECT the improvements of roadways under its jurisdiction, specifically Weiland Road from the Lake-Cook County line to approximately 1860 feet north of the Lake-Cook County line, and Buffalo Grove Road from Lake Cook Road to approximately 590 feet north of Lake Cook Road, including the installation of new traffic signals (LAKE WORK); and

WHEREAS, the Parties agree that 25% of the Federal Funding in the amount of One Million Forty-Six Thousand Two Hundred Fifty Dollars (\$1,046,250.00) CMAQ funds for the Lake Cook Road at Weiland Road intersection, and up to 25% of the Federal Funding in an amount not to exceed 80% of the LAKE WORK cost, currently estimated at One Million Thirty-Seven Thousand Eight Hundred Seven Dollars (\$1,037,807.00) CMAQ funds for the Lake Cook Road at Buffalo Grove Road intersection totaling an estimated amount of Two Million Eighty-Four Thousand Fifty-Seven Dollars (\$2,084,057.00) will be applied to LAKE WORK portion; and

WHEREAS, the funding breakdown table indicating estimated costs for the LAKE WORK is attached hereto as EXHIBIT A and is hereby made a part hereof; and

WHEREAS, COOK and LAKE established terms for construction of the PROJECT in a Letter of Understanding dated June 17, 2014 and accepted by Lake County on June 23, 2014; and

WHEREAS, COOK and LAKE, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, construction and funding of the PROJECT as well as future maintenance responsibilities of the completed PROJECT; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement between COOK and LAKE shall not become effective unless authorized and executed by Cook County Board of Commissioners and authorized by LAKE acting by and through its Chair and County Board. This Agreement is a legal, valid and binding agreement, enforceable against LAKE and, once duly authorized and executed by Cook County Board of Commissioners, against the COOK, in accordance with its terms. This Agreement shall terminate upon completion of the PROJECT. Notwithstanding the foregoing, the Parties hereto agree that the provisions of Sections 4.7 Post-PROJECT Maintenance, and 5.7 Payment to COOK herein shall survive termination of this Agreement, unless expressly terminated by the Parties.

SECTION 3. PROJECT FUNDS

- 3.1 Federal Funds. Federal Funding in the amount of Ten Million Four Hundred Twenty Thousand Dollars (\$10,420,000.00) STP funds and Twelve Million Two Hundred Seventy-Two Thousand Dollars (\$12,272,000.00) CMAQ funds totaling a maximum amount of Twenty-Two Million Six Hundred Ninety-Two Thousand Dollars (\$22,692,000.00) will be applied toward the construction costs of the PROJECT.
- 3.2 COOK Share of the PROJECT. The COOK share of the PROJECT shall be equal to the actual design and construction costs of PROJECT less the Federal and LAKE share of PROJECT. The COOK's total cost is estimated as Thirty Million One Hundred Sixty Thousand Two Hundred Four Dollars (\$30,160,204.00).
- 3.3 LAKE Share of the PROJECT. The LAKE share of the PROJECT shall be equal to the actual design and construction costs of the LAKE WORK less Federal and COOK shares of funds allocated to said items. The LAKE's total cost is estimated as Two Million Seven Hundred Ninety-Nine Thousand Nine Hundred Eighty-Five Dollars (\$2,799,985.00).
- 3.4 Cost Estimates. Funding Breakdown for LAKE WORK is incorporated and attached hereto as Exhibit A. The Funding Breakdown is only an estimate and does not limit the financial obligations of the Parties as described in 3.2 and 3.3 above.

SECTION 4. COOK RESPONSIBILITIES

- 4.1 Design Engineering. COOK shall design and prepare construction plans, specifications, estimates and contract documents for the PROJECT. COOK shall provide LAKE with copies of the plans, specifications, and estimates related to the LAKE WORK for periodic review and approval prior to the project letting.
- 4.2 Construction. COOK shall advertise, let, award, and cause the PROJECT to be built in accordance with the approved plans, specifications and construction contract.
- 4.3 COOK as Lead Agent; Appropriation of Funds. COOK shall finance the construction and construction engineering and act as Lead Agent for the PROJECT. COOK agrees to execute the Local Agency Agreement for Federal Participation with the State of Illinois acting by and through its Department of Transportation.
- 4.4 Traffic signal. COOK shall install new Traffic Signals at the intersection of Lake Cook Road at Weiland Road, and at the intersection of Lake Cook Road at Buffalo Grove Road; at LAKE's twenty-five (25%) percent expense.
- 4.5 Coordination with LAKE. COOK shall allow LAKE to observe the LAKE WORK construction, address concerns expressed by LAKE regarding said construction, and allow LAKE to participate in the Final Inspection of the LAKE WORK.
- 4.6 Notification of Final Inspection. COOK shall provide LAKE not less than fourteen (14) days' notice of the Final Inspection.

4.7 Post PROJECT Maintenance. Following completion of the PROJECT, COOK shall:

4.7.1 Own, operate and maintain the traffic signal and interconnect systems at the intersection of Lake Cook Road at Weiland Road, and at the intersection of Lake Cook Road at Buffalo Grove Road, and cause the traffic signals to be maintained and energized, and COOK shall be responsible for all settings upon completion of the PROJECT.

SECTION 5. LAKE OBLIGATIONS

- 5.1 Time of the Essence. The obligations of LAKE as set forth in this Section 5 shall be performed in a timely manner such that it will not result in a delay of the PROJECT timetable as determined by COOK.
- 5.2 Plans, Specifications and Estimates Review. LAKE shall have the opportunity to periodically review and approve the construction plans, specifications and estimates for the PROJECT related to the LAKE WORK prior to the PROJECT letting. LAKE's approval shall not be unreasonably withheld.
- 5.3 Public Notification of PROJECT. LAKE shall coordinate with COOK and participate in the public notification of PROJECT scope, timing and duration of the LAKE WORK through its communication outlets (newsletter, website, etc.).
- 5.4 LAKE Owned Right-of-Way. LAKE shall allow COOK access to the LAKE owned right-of-way or utility easements for the purposes of constructing the LAKE WORK. Additionally, LAKE shall be responsible for any additional right-of-way or utility easements necessary for construction of the LAKE WORK included as part of the PROJECT, and shall be responsible for all costs associated with said right-of-way or utility easement acquisition as stipulated in the approved and executed Intergovernmental Right of Way Agreement for the PROJECT.
- 5.5 Coordination with COOK. LAKE shall assign a representative to coordinate and monitor the LAKE WORK under construction and bring to the attention of the COOK's Resident Engineer any matters of concern with respect to same.
- 5.6 Final Inspection: The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the COOK. LAKE shall not cause a condition that would unreasonable delay the Final Inspection. The LAKE shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the COOK.

- 5.7 Payment to COOK. The costs that LAKE is obligated to pay as described in Section 3. PROJECT Funds, shall be paid in two (2) installments as follows:
- 5.7.1 The first installment in the amount of One Million Dollars (\$1,000,000.00) shall be invoiced by COOK within ninety (90) days following the contract award, and LAKE shall pay the COOK within thirty (30) days after receipt of the invoice from COOK.
- 5.7.2 The second installment, the remaining balance of LAKE obligations based upon the actual quantities used and the contract unit prices as awarded shall be invoiced upon completion of Final Inspection, and LAKE shall pay COOK within thirty (30) days after receipt of the invoice from COOK.
- 5.7.3 Payments to COOK shall be by check payable to the Treasurer of Cook County, for deposit into the COOK's Motor Fuel Tax Fund (600-585 Account). The check shall be mailed to the Superintendent, Cook County Department of Transportation and Highways.
- 5.8 Additional Work. LAKE shall pay for one hundred (100%) percent of the costs for any additional work with LAKE infrastructure that is requested by LAKE and improved/installed as part of the PROJECT, including design engineering, construction and construction engineering; said items including but not limited to new storm sewer, etc.
- 5.9 Jurisdiction.
- 5.9.1 COOK shall obtain jurisdictional authority over Weiland Road north of the Lake-Cook county line to Lake Cook Road per separate Jurisdictional Transfer agreement as approved by the Illinois Department of Transportation at a later date. LAKE shall retain jurisdictional authority over Weiland Road north of Lake Cook Road following completion of the PROJECT, until such time as LAKE transfers jurisdictional authority of Weiland Road north of Lake Cook Road to the Village of Buffalo Grove.
- 5.9.2 LAKE shall retain jurisdictional authority over Buffalo Grove Road north of Lake Cook Road following completion of the PROJECT.

SECTION 6. GENERAL PROVISIONS

- 6.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

6.2 Default. LAKE shall be in default hereunder in the event of a material breach by LAKE of any term or condition of this Agreement including, but not limited to, a representation or warranty, where LAKE has failed to cure such breach within thirty (30) days after written notice of breach is given to LAKE by COOK, setting forth the nature of such breach. Failure of COOK to give written notice of breach to LAKE shall not be deemed to be a waiver of COOK's right to assert such breach at a later time. Upon default by LAKE, COOK shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days written notice to LAKE.

COOK shall be in default hereunder in the event of a material breach by COOK of any term or condition of this Agreement including, but not limited to, a representation or warranty, where COOK has failed to cure such breach within thirty (30) days after written notice of breach is given to COOK by LAKE, setting forth the nature of such breach. Failure of LAKE to give written notice of breach to COOK shall not be deemed to be a waiver of LAKE's right to assert such breach at a later time. Upon default by COOK, LAKE shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days written notice to COOK.

6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties; provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

6.4 Binding Successors. COOK and LAKE agree that their respective successors and assigns shall be bound by the terms of this Agreement.

6.5 Compliance with COOK Department of Transportation and Highways Permits. This Agreement shall serve in lieu of a separate COOK permit for the improvements of the roadways or any other LAKE infrastructure improved/installed as part of the PROJECT; and, by execution of this Agreement, LAKE shall be bound by the General Terms for COOK Department of Transportation and Highways permits as they exist on the date of the execution of this Agreement by COOK.

6.6 Force Majeure. Neither COOK nor LAKE shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.

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- 6.7 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO COOK COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington, 24th Floor
Chicago, IL 60602

TO LAKE COUNTY:

Ms. Paula J. Trigg, P.E.
Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048

- 6.8 Entire Agreement. This Agreement constitutes the entire agreement between COOK and the Lake, and merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitment and writing with respect to such subject matter hereof.

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IN WITNESS WHEREOF, Cook County and Lake County have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COOK COUNTY:

EXECUTED BY LAKE COUNTY:

Toni Preckwinkle
President
Cook County Board of Commissioners

Aaron Lawlor
County Board Chairman

This ____ day of _____ A.D. 2017.

This ____ day of _____ A.D. 2017.

ATTEST: _____
Cook County Clerk

ATTEST: _____
Lake County Clerk

(SEAL)

(SEAL)

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

John Yonan, P.E.
Superintendent
Cook County
Department of Transportation and Highways

Assistant State's Attorney

Lake County
Director of Transportation/County Engineer

EXHIBIT A

Funding Breakdown For LAKE WORK

ITEM	TOTAL ESTIMATED COST	FEDERAL SHARE	LAKE SHARE OF LOCAL MATCH	LAKE COST	COUNTY SHARE	COUNTY COST
Design Engineering	\$241,753	\$0	100%	\$241,753	0%	\$0
Section No. 14-A5015-03-RP						
Construction	\$3,180,507	\$1,046,250	100%	\$2,134,257	0%	\$0
Traffic Signal Systems and associated appurtenances	\$499,608	\$0	25%	\$124,902	75%	\$374,706
PASSAGE System (Traffic Signal Item related)	\$39,621	\$0	100%	\$39,621	0%	\$0
Section No. 14-A5015-04-RP						
Construction	\$1,117,344	\$893,875	100%	\$223,469	0%	\$0
Traffic Signal Systems and associated appurtenances	\$447,565	\$89,513	25%	\$22,378	75%	\$335,674
PASSAGE System (Traffic Signal Item related)	\$68,024	\$54,419	100%	\$13,605	0%	\$0
TOTAL	\$5,594,422	\$2,084,057		\$2,799,985		\$710,380