

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF LAKE  
AND THE VILLAGE OF BARRINGTON  
FOR THE INSTALLATION OF A BRIDGE STRUCTURE  
ON HART ROAD (COUNTY HIGHWAY 80) AT  
FLINT CREEK INCLUDING  
NON-MOTORIZED 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 Barrington, an Illinois Unit of Local Government, acting by and through its President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as the “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 traveling public, is desirous of making certain permanent roadway and non-motorized facility improvements to Hart Road (COUNTY Highway 80) at Flint Creek (hereinafter the IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the removal and replacement of the culverts at Flint Creek with a new single span bridge structure of adequate width to accommodate Hart Road and a multi-use path, construction of a multi-use path within the Hart Road right-of-way, and pavement resurfacing; and

**WHEREAS**, the IMPROVEMENT shall also be referred to as COUNTY Section 18-00174-06-BR in which its location and limits are generally depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY by Engineering Resources Associates, Inc., (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated September 20, 2021 (Pre-Final version); and,

**WHEREAS**, the COUNTY has maintenance and jurisdictional authority over Hart Road (COUNTY Highway 80); and,

**WHEREAS**, on February 8, 2000, the COUNTY and the VILLAGE entered into an agreement by which the VILLAGE assumed routine winter maintenance operations on Hart Road (County Highway 80) from Lake Cook Road northerly to U.S. Route 14 (hereinafter WINTER MAINTENANCE AGREEMENT); and,

**WHEREAS**, the COUNTY is desirous that the VILLAGE continue to assume routine winter maintenance operations, as stated in the WINTER MAINTENANCE AGREEMENT, including the bridge constructed as a part of this IMPROVEMENT; and

**WHEREAS**, the COUNTY and the VILLAGE mutually agree that certain terms and conditions outlined in THIS AGREEMENT shall supersede the WINTER MAINTENANCE AGREEMENT relating to the subject matter contained herein THIS AGREEMENT, and in the event of a conflict between THIS AGREEMENT and the WINTER MAINTENANCE AGREEMENT, THIS AGREEMENT shall control; and

**WHEREAS**, the VILLAGE is desirous that the COUNTY include the construction of a new bike path on the east side of the project limits (hereinafter BIKE PATH) as a part of the IMPROVEMENT, as a municipal facility, as depicted on Exhibit A and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the inclusion of the BIKE PATH on the new bridge will require the construction of additional bridge beams, bridge deck, retaining wall, bridge parapet railing and bike path railing (hereinafter VILLAGE BRIDGE STRUCTURE) as part of the IMPROVEMENT, as depicted on Exhibit A and as detailed in the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the inclusion of the BIKE PATH on the new bridge will require restoration of grading impacts to previously installed streambank stabilization and enhancements (hereinafter STREAMBANK RESTORATION) as part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

**WHEREAS**, the estimated total cost to the VILLAGE for its share of the IMPROVEMENT is as indicated in Exhibit B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

**WHEREAS**, the COUNTY and the VILLAGE are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

**WHEREAS**, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to 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**  
COUNTY Section Number 18-00174-06-BR

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) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.

2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT, inclusive of the BIKE PATH, VILLAGE BRIDGE STRUCTURE and STREAMBANK RESTORATION are generally depicted on Exhibit A attached to THIS AGREEMENT.

3. As of this writing, the current PLANS are the Prefinal set of plans and specifications prepared for the COUNTY by Engineering Resources Associates, Inc. with a submission date of September 20, 2021. Said PLANS, by reference herein, hereby become a part hereof.

4. The VILLAGE shall have the opportunity to review and approve the PLANS with respect to the BIKE PATH, VILLAGE BRIDGE STRUCTURE AND STREAMBANK RESTORATION. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.

5. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is February 8, 2022. The letting date is subject to change and is dependent upon project readiness and the availability of project funding. The COUNTY acknowledges the VILLAGE desires to have the IMPROVEMENT let early in 2022 to better accommodate an upcoming VILLAGE bike path project that is anticipated for construction in the fall of 2022. The COUNTY will make a good faith effort to accommodate an early 2022 letting for the IMPROVEMENT and will notify the VILLAGE of changes to the letting date.

6. 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, with reimbursement from the VILLAGE as hereinafter stipulated.

7. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, that 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, without reimbursement from the VILLAGE.

8. The VILLAGE agrees to assist the COUNTY with coordination in acquiring the necessary rights-of-way and easements from the Barrington Community Unit School District 220 properties that are adjacent to, and will be impacted by, the IMPROVEMENT. The Village shall have no financial obligation towards rights-of-way acquisition needed for the IMPROVEMENT.

9. The COUNTY agrees to record all rights-of-way that may be acquired in connection with the IMPROVEMENT.

10. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), and other current practices, set forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new pedestrian facilities within COUNTY improvement projects.

The VILLAGE agrees that the sharing of costs for the installation of the BIKE PATH and VILLAGE BRIDGE STRUCTURE shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering, right-of-way acquisition and construction of the BIKE PATH and VILLAGE BRIDGE STRUCTURE, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the Construction, Design Engineering, and Construction Engineering Supervision costs for the BIKE PATH and VILLAGE BRIDGE STRUCTURE, as provided in Exhibit B.

11. The VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) of the Design Engineering, Construction, and Construction Engineering costs for the STREAMBANK RESTORATION.

12. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the BIKE PATH, VILLAGE BRIDGE STRUCTURE and STREAMBANK RESTORATION constructed as a part of the IMPROVEMENT is \$259,936, as detailed in Exhibit B attached to THIS AGREEMENT.

13. 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 based on awarded contract unit prices for the BIKE PATH, VILLAGE BRIDGE STRUCTURE and STREAMBANK RESTORATION, an amount equal to ninety five percent (95%) of its obligation for the BIKE PATH, VILLAGE BRIDGE STRUCTURE and STREAMBANK RESTORATION. At such time, it is estimated that the

VILLAGE shall owe to the COUNTY an amount equal to \$246,939. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the BIKE PATH, VILLAGE BRIDGE STRUCTURE and STREAMBANK RESTORATION upon completion of the IMPROVEMENT, in a lump sum amount 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 BIKE PATH, VILLAGE BRIDGE STRUCTURE and STREAMBANK RESTORATION. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$12,997.

14. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the VILLAGE shall assume ownership of the BIKE PATH and shall continue ownership and maintenance of the STREAMBANK RESTORATION constructed as a part of this IMPROVEMENT.

15. 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 Hart Road (County Highway 80), including the new bridge structure constructed as part of the IMPROVEMENT, except as stated in the WINTER MAINTENANCE AGREEMENT and Sections III and IV of THIS AGREEMENT.

### **SECTION III**

#### **Maintenance of the Bridge Structure**

1. The VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) of the costs for all future preventative and capital maintenance associated with the VILLAGE BRIDGE STRUCTURE.
2. It is further mutually agreed by and between the parties hereto that for the purposes of THIS AGREEMENT, preventative maintenance shall include activities necessary to keep items in a state of good repair including but not limited to repairs or rehabilitation of the bridge beams, bridge deck, retaining wall, bridge parapet railing and bike path railing and capital maintenance include replacement of items that have outlived their useful life, including but not limited to replacement of the bridge beams, bridge deck, retaining wall, bridge parapet railing and bike path railing.
3. The COUNTY will make a good faith effort to provide the VILLAGE with a reasonable amount of advance notice, commensurate with the level of activity being performed, for all planned preventative and capital maintenance activities on the VILLAGE BRIDGE STRUCTURE.
4. The COUNTY agrees to perform, or cause to be performed, all preventative and capital maintenance activities for the new bridge structure, including the VILLAGE BRIDGE STRUCTURE, with reimbursement from the VILLAGE as stipulated hereafter.

5. The VILLAGE agrees reimburse the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY for preventative and capital maintenance costs associated with the VILLAGE BRIDGE STRUCTURE.
6. The VILLAGE agrees to perform, or cause to be performed, all routine maintenance activities on the VILLAGE BRIDGE STRUCTURE to ensure daily accessibility of the path, without reimbursement from the COUNTY. In general, these activities should be consistent with the routine maintenance performed on the VILLAGE's BIKE PATH and include items such as debris and garbage removal.
7. 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 January 1, 2021 for the BIKE PATH and STREAMBANK STABILIZATION within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
8. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation of the BIKE PATH within the COUNTY highway right-of-way shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that any maintenance performed by the VILLAGE on the BIKE PATH within the COUNTY highway right-of-way shall be during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.

#### **SECTION IV**

##### **Routine Winter Maintenance of the Bridge Structure**

1. It is mutually agreed by and between the parties hereto that the VILLAGE, in accordance with the WINTER MAINTENANCE AGREEMENT assumed responsibility for routine winter maintenance operations for Hart Road, between Lake Cook Road and U.S. Route 14, on February 8, 2000.

2. It is further mutually agreed by and between the parties hereto that upon completion of the IMPROVEMENT the VILLAGE shall assume routine winter maintenance operations of the bridge structure, without reimbursement from the COUNTY, consistent with the terms of the WINTER MAINTENANCE AGREEMENT and as stipulated hereafter.

3. It is mutually agreed by and between the parties hereto that said routine winter maintenance of the bridge structure to be performed by the VILLAGE shall be construed to mean the level of snow and ice removal customarily performed by the COUNTY's Division of Transportation on COUNTY highways.

4. It is mutually agreed by and between the parties hereto that said routine winter maintenance operations shall continue for the time period as set forth in Provision #18 of the WINTER MAINTENANCE AGREEMENT; however, the provisions of the WINTER MAINTENANCE AGREEMENT requiring the VILLAGE to perform said routine winter

maintenance operations may be terminated by the COUNTY upon the advice and recommendation of the COUNTY's County Engineer.

5. It is mutually agreed by and between the parties hereto that nothing in THIS AGREEMENT shall require the VILLAGE to provide winter maintenance operations for the BIKE PATH constructed as a part of the IMPROVEMENT. Winter maintenance for the BIKE PATH may be performed, or caused to be performed, by the VILLAGE at its sole expense in perpetuity without reimbursement from the COUNTY.

6. The VILLAGE agrees that, should the VILLAGE perform, or cause to be performed, winter maintenance operations on the BIKE PATH, said winter maintenance operations shall also include the VILLAGE BRIDGE STRUCTURE, and shall be conducted so as not to cause damage to the bridge structure or to create a hazard for the traveling public.

## **SECTION V. Mutual Indemnification**

1. The VILLAGE shall indemnify, defend and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands arising from or relating to acts of the VILLAGE, its personnel and agents or representatives of any organization acting with or for the VILLAGE or at its request or under the VILLAGE's instruction in its performance of its duties under this Agreement.

2. The COUNTY shall indemnify, defend and hold harmless the VILLAGE, its elected officials, its duly appointed officials, agents, employees and representatives, and the County's Division of Transportation, its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands arising from or relating to acts of the COUNTY, its personnel and agents or representatives of any organization acting with or for the COUNTY or at its request or under the COUNTY's instruction in the performance of its duties under this Agreement.

## **SECTION VI. General Provisions**

1. 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.

2. 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, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.

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 provision 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 December 1, 2021, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to December 1, 2021. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to December 1, 2021, the effective date of THIS AGREEMENT shall then be the date that the last authorized agent of the parties hereto affixes his/her signature.

5. It is mutually agreed by and between the parties hereto that 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.

6. 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.

7. 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.

8. 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.

9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. 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.



10. Nothing in THIS AGREEMENT will create or be construed or interpreted to create any third-party beneficiary rights. Only the respective parties to THIS AGREEMENT, and no third party, shall have the right to enforce THIS AGREEMENT.

11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

12. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:  
Director of Transportation/County Engineer  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, IL, 60048-1381

If to the VILLAGE:  
Village Manager  
Village of Barrington  
200 S. Hough Street  
Barrington, IL 60010

13. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2026.

**VILLAGE OF BARRINGTON**

ATTEST:

\_\_\_\_\_  
VILLAGE Clerk

By: \_\_\_\_\_  
VILLAGE President

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

**RECOMMENDED FOR EXECUTION**

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

**COUNTY OF LAKE**

ATTEST:

\_\_\_\_\_  
County Clerk

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

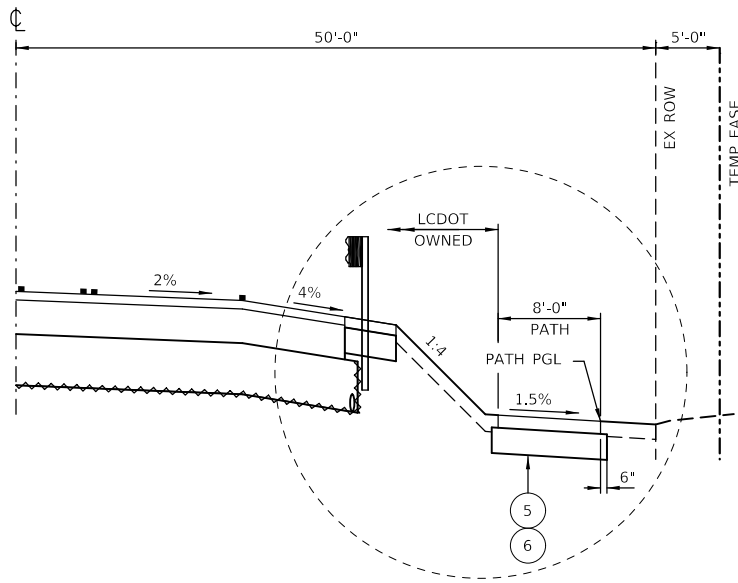
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## **EXHIBIT A**

ROUTE	SECTION	COUNTY	SHEET	SHEETS
FAP 2549	35	LAKE	1	1
HART ROAD BRIDGE REPLACEMENT				
EXHIBIT A-2	SEC. NO. 18-00174-06-BR	ILLINOIS	DATE: 10/1/2021	

## LEGEND

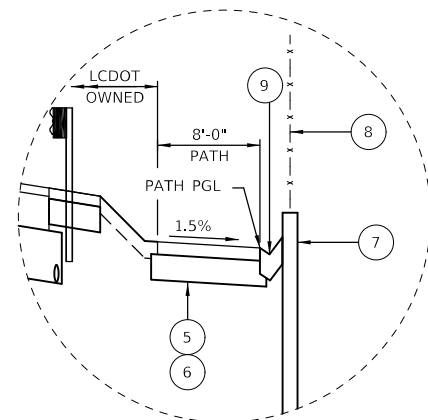
■ DENOTES PAVEMENT MARKING



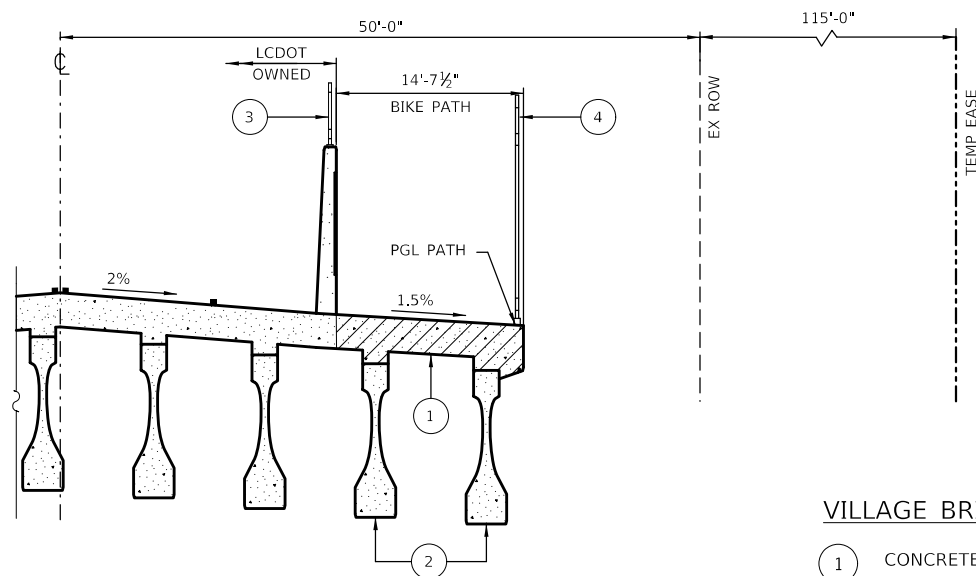
**PROPOSED TYPICAL SECTION – HART RD /BIKE PATH**

## VILLAGE BIKE PATH

- 5 HOT MIX ASPHALT SURFACE COURSE, MIX "D", N70, 3"
- 6 AGGREGATE BASE COURSE, TYPE B, 6"
- 7 RETAINING WALL
- 8 BICYCLE RAILING (SPECIAL)
- 9 CONCRETE GUTTER, TYPE B



**RETAINING WALL SECTION**



**PROPOSED TYPICAL SECTION – HART RD BRIDGE**

## VILLAGE BRIDGE STRUCTURE

- 1 CONCRETE SUPERSTRUCTURE (BRIDGE DECK)
- 2 PRECAST PRESTRESSED CONCRETE BEAMS, IL36-2438
- 3 PARAPET RAILING
- 4 BICYCLE RAILING

**EXHIBIT B**  
**County Section 18-00174-06-BR**

<b>Improvement</b>	<b>Total Cost</b>	<b>COUNTY Share</b>	<b>Cost Share</b>	<b>VILLAGE Share</b>	<b>Cost Share</b>
Construction – BIKE PATH and VILLAGE BRIDGE STRUCTURE	\$994,665	\$795,732	80%	\$198,933	20%
Design Engineering*	\$69,627	\$55,701	80%	\$13,925	20%
Construction Engineering**	\$99,466	\$79,573	80%	\$19,893	20%
<b>BIKE PATH and VILLAGE BRIDGE STRUCTURE Sub-Total</b>	<b>\$1,163,758</b>	<b>\$931,006</b>	<b>80%</b>	<b>\$232,751</b>	<b>20%</b>
Construction - STREAMBANK RESTORATION	\$23,235	\$0	0%	\$23,235	100%
Design Engineering*	\$1,626	\$0	0%	\$1,626	100%
Construction Engineering**	\$2,324	\$0	0%	\$2,324	100%
<b>STREAMBANK RESTORATION Sub-Total</b>	<b>\$27,185</b>	<b>\$0</b>	<b>0%</b>	<b>\$27,185</b>	<b>100%</b>
<b>Total Costs</b>	<b>\$1,190,943</b>	<b>\$931,006</b>		<b>\$259,936</b>	

Source: Engineer's Estimate of Probable Costs prepared by ERA & LCDOT, dated 9/21/2021

\*Design Engineering is calculated at 7% of construction costs.

\*\*Construction Engineering is calculated at 10% of construction costs.