AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BARRINGTON FOR ROADWAY IMPROVEMENTS ALONG HART ROAD AT US ROUTE 14, INCLUDING WATERMAIN, SANITARY SEWER, SHARED-USE PATH, SIDEWALK IMPROVEMENTS AND ACQUISITION OF RIGHT-OF-WAY

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 Municipal Corporation, acting by and through its Village President 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 of making certain permanent roadway and non-motorized facility improvements along Hart Road at US Route 14 (the southern portion of Hart Road also known as COUNTY Highway 80), including, but not limited to, the reconstruction, widening and resurfacing of Hart Road at US Route 14, providing for a three (3) lane signalized intersection on Hart Road, curb and gutter, drainage improvements, improvement of the Union Pacific Railroad crossing of Hart Road, construction of sidewalk along Hart Road and construction of a shared-use path along US Route 14 and along Hart Road south of US Route 14; and,

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENT. The IMPROVEMENT shall also be referred to as County Section 09-00174-05-CH; and,

WHEREAS, as of this writing, the current letting date for the IMPROVEMENT is November 9, 2018; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Hart Road south of US Route 14; and,

WHEREAS, the VILLAGE currently performs routine winter maintenance operations on Hart Road from Lake-Cook Road northerly to US Route 14 by previous agreement; and,

WHEREAS, the VILLAGE has maintenance and jurisdictional authority over Hart Road north of US Route 14; and,

WHEREAS, the Illinois Department of Transportation (hereinafter IDOT) has maintenance and jurisdictional authority over US Route 14; and,

WHEREAS, the VILLAGE has secured approval for the COUNTY's use of Federal Surface Transportation Urban (hereinafter STU) funds relating to the IMPROVEMENT, said funds are programmed through the Northwest Council of Mayors/Northwest Municipal Conference; and,

WHEREAS, the Northwest Council of Mayors/Northwest Municipal Conference is part of the Chicago Metropolitan Agency for Planning (hereinafter CMAP), which is the designated metropolitan planning organization for northeastern Illinois, which facilitates distribution of these federal STU funds; and,

WHEREAS, the COUNTY applied for and has received approval for the use of federal Congestion Mitigation and Air Quality (hereinafter CMAQ) funds relating to the IMPROVEMENT; and,

WHEREAS, CMAP also facilitates programming and distribution of CMAQ federal funds; and,

WHEREAS, IDOT is the implementing agency for federal STU and CMAQ funding; as such, IDOT will let the IMPROVEMENT. Said STU and CMAQ funding normally covers eighty percent (80%) of the construction and construction engineering supervision costs for federally-eligible items, but the total amount to be supplied by IDOT may be fixed; and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by TranSystems Corporation, which by reference herein, hereby become a part hereof. As of this writing, the current plans are those submitted to IDOT on October 9, 2017 (Final version); and,

WHEREAS, the IMPROVEMENT includes the installation of new permanent traffic control signals, equipment with interconnection to the COUNTY's Program for Arterial Signal Synchronization and Travel Guidance (hereinafter PASSAGE) and emergency vehicle preemption system (hereinafter EVPS), (collectively hereinafter SIGNALS), at the intersection of Hart Road and US Route 14; and,

WHEREAS, said SIGNALS will be owned and maintained by IDOT, and the COUNTY and the VILLAGE shall be individually responsible for their share of maintenance and future costs of the SIGNALS at the intersection of Hart Road and US Route 14 in accordance with their existing Traffic Signal Agreements on file with IDOT; and,

WHEREAS, the VILLAGE owns and maintains certain potable water facilities and sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN and SANITARY SEWER), for which relocation and/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 structures and appurtenances (collectively hereinafter WATERMAIN and SANITARY SEWER WORK) in conflict with the proposed IMPROVEMENT and that this relocation work shall be included as part of the IMPROVEMENT, as municipal facilities and as detailed in the proposed plans, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the reconstruction, widening and resurfacing of the portion of Hart Road under the VILLAGE's jurisdiction, namely north of US Route 14 (hereinafter NORTHERN HART ROAD WORK), as detailed in the proposed plans, as part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is further desirous that the COUNTY include the construction of a shared-use path, inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SHARED-USE PATH) along Hart Road and along US Route 14, as a municipal facility and as detailed in the proposed plans, as a part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is further desirous that the COUNTY include the construction of concrete sidewalk along Hart Road, inclusive of concrete ramps and/or sidewalk with detectable warnings at intersections (hereinafter SIDEWALK) as part of the IMPROVEMENT, as a municipal facility and as detailed in the proposed plans, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the proposed SHARED-USE PATH and SIDEWALK along Hart Road will cross the Union Pacific Railroad (hereinafter RAILROAD) tracks and necessitate the need for pedestrian gates to be installed by the RAILROAD (hereinafter PEDESTRIAN GATES) at said

crossing of the SHARED-USE PATH and SIDEWALK at the tracks, in conjunction with the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE shall be responsible for all repair costs associated with any damage or vandalism to the PEDESTRIAN GATES by a third party, as outlined under separate agreement between the RAILROAD, VILLAGE, and the COUNTY; and,

WHEREAS, the VILLAGE WATERMAIN, SANITARY SEWER, SHARED-USE PATH and SIDEWALK shall collectively be known as VILLAGE facilities (hereinafter VILLAGE FACILITIES); and,

WHEREAS, it has been determined by engineering studies that, in order to construct said IMPROVEMENT, the COUNTY must acquire right-of-way and easements along Hart Road and along US Route 14 (hereinafter RIGHT-OF-WAY and EASEMENTS); and,

WHEREAS, the VILLAGE shall reimburse the COUNTY for the VILLAGE share of said RIGHT-OF-WAY and EASEMENTS required for construction of the NORTHERN HART ROAD WORK and the VILLAGE FACILITIES as stipulated hereafter; and,

WHEREAS, a general depiction of the IMPROVEMENT and the approximate limits of existing and proposed VILLAGE FACILITIES within the IMPROVEMENT are as indicated on EXHIBIT A 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 B 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 and Maintenance of the IMPROVEMENT

COUNTY Section Number 09-00174-05-CH

- 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 (hereinafter PLANS) in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.
 - As of this writing, the current PLANS are the Final set of plans prepared by TranSystems Corporation, Inc., with a submission date of October 9, 2017. Said PLANS, by reference herein, hereby become a part hereof. The VILLAGE shall have the opportunity to review and approve said PLANS with respect to VILLAGE FACILITIES. Said review and approval of the PLANS by the VILLAGE shall not be unnecessarily withheld.
- 2. 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 IDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is November 9, 2018. (The letting date is subject to change, dependent upon project readiness and the availability of project funding).
- 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, as approved by IDOT, with reimbursement from the VILLAGE as hereinafter stipulated.

- 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, 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, with reimbursement from the VILLAGE as hereinafter stipulated.
- 5. The COUNTY agrees to record all rights-of-way that may be acquired in connection with the IMPROVEMENT.
- 6. The VILLAGE agrees to assist with facilitating the relocation of said WATERMAIN and SANITARY SEWER with local VILLAGE residents and property owners including providing notice of any temporary water and/or sanitary sewer service interruptions.
- 7. It is mutually agreed by and between the parties hereto that the COUNTY has prepared the PLANS so as to be eligible for federal funding. However, the amount of federal funding is fixed and does not cover all costs associated with the IMPROVEMENT at the typical 80% federal to 20% local match funding split.
- 8. The COUNTY agrees to construct the SIGNALS in accordance with the PLANS, without reimbursement by the VILLAGE.
- 9. It is mutually agreed that the SIGNALS will be owned and maintained by IDOT, and the COUNTY and the VILLAGE shall be individually responsible for their share of maintenance and future costs of the SIGNALS at the intersection of Hart Road and US Route 14 in accordance with their existing Traffic Signal Agreements on file with IDOT.
- 10. If federal funding is available for the WATERMAIN and SANITARY SEWER WORK related work (as administered by IDOT), the VILLAGE shall be responsible for one hundred percent (100%) of the costs of the Local Share for the WATERMAIN and SANITARY SEWER WORK [the Local Share is equal to twenty percent (20%) of the total cost of Construction, twenty percent (20%) of Design Engineering costs, and one hundred percent (100%) of Construction Engineering Supervision costs related to the WATERMAIN and SANITARY SEWER WORK].

If federal funding is not available, the VILLAGE shall then be responsible for one hundred percent (100%) of the costs for the WATERMAIN and SANITARY SEWER WORK [one hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs].

- 11. The COUNTY agrees to construct the WATERMAIN and SANITARY SEWER WORK 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 WORK is estimated to be \$44,701 assuming federal funding is available, inclusive of construction, Design Engineering and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
- 12. The COUNTY agrees to construct the NORTHERN HART ROAD WORK in accordance with the PLANS, without reimbursement by the VILLAGE.
- 13. 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 shared-use path and sidewalk within a COUNTY Highway improvement.
 - The VILLAGE agrees that the sharing of costs for the installation of the SHARED-USE PATH and SIDEWALK 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 SHARED-USE PATH and SIDEWALK, with reimbursement by the VILLAGE as detailed in EXHIBIT B.
- 14. It is mutually agreed that the following cost-sharing arrangement shall apply for the SHARED-USE PATH if federal funding is available for the SHARED-USE PATH related work (as administered by IDOT):
 - a) For the portion of the SHARED-USE PATH proposed on the west side of Hart Road, south of US Route 14, the VILLAGE shall be responsible for the Local Share for the Construction of this segment of the SHARED-USE PATH [the Local Share is equal to twenty percent (20%) of the Local Match, which is twenty percent (20%) of the total cost of Construction on projects that also receive federal funds for the SHARED-USE PATH. For this segment of the SHARED-USE PATH, the Local Share for Construction is equal to four percent (4%) of the Construction costs]. The VILLAGE shall also be responsible for twenty percent (20%) of the costs of the Design Engineering and Construction Engineering Supervision for this segment of the SHARED-USE PATH.
 - b) For the portion of the SHARED-USE PATH proposed along US Route 14 within the roadway improvement project limits, the VILLAGE shall be responsible for the Local Share for the Construction of this segment of the SHARED-USE PATH [the

Local Share is equal to twenty percent (20%) of the Local Match, which is twenty percent (20%) of the total cost of Construction on projects that also receive federal funds for the SHARED-USE PATH. For this segment of the SHARED-USE PATH, the Local Share for Construction is equal to four percent (4%) of the Construction costs]. The VILLAGE shall also be responsible for four (4%) of the costs of the Design Engineering and twenty percent (20%) of the costs of the Construction Engineering Supervision for this segment of the SHARED-USE PATH.

c) For the portion of the SHARED-USE PATH proposed along US Route 14 outside of the roadway improvement project limits, the VILLAGE shall be responsible for twenty percent (20%) of the total costs of Construction and Design Engineering and shall be responsible for one-hundred percent (100%) of the costs of Construction Engineering Supervision attributable to this segment of the SHARED-USE PATH.

It is further mutually agreed that if federal funding is not available, the VILLAGE shall then be responsible for twenty percent (20%) of the total costs of Construction, Design Engineering and Construction Engineering Supervision attributable to the SHARED-USE PATH within the project limits and shall be responsible for one hundred percent (100%) of these costs for the portion of the SHARED-USE PATH along US Route 14 outside of the roadway improvement project limits.

- 15. The COUNTY agrees to construct the SHARED-USE PATH in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said SHARED-USE PATH is estimated to be \$145,151 assuming federal funding is available, inclusive of Construction, Design Engineering and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
- 16. It is mutually agreed that the following cost-sharing arrangement shall apply for the SIDEWALK if federal funding is available for the SIDEWALK related work (as administered by IDOT):
 - a) For the portion of the SIDEWALK proposed on the east side of Hart Road, north of US Route 14, the VILLAGE shall be responsible for twenty percent (20%) of the costs of the Construction of this segment of the SIDEWALK. The VILLAGE shall also be responsible for four percent (4%) of the cost of the Design Engineering and twenty percent (20%) of the cost Construction Engineering Supervision for this segment of the SIDEWALK.

b) For the portion of the SIDEWALK proposed on the east side of Hart Road, south of US Route 14, the VILLAGE shall be responsible for the Local Share for the Construction of this segment of the SIDEWALK [the Local Share is equal to twenty percent (20%) of the Local Match, which is twenty percent (20%) of the total cost of Construction on projects that also receive federal funds for the SIDEWALK. For this segment of the SIDEWALK, the Local Share for Construction is equal to four percent (4%) of the Construction costs]. The VILLAGE shall also be responsible for four (4%) of the costs of the Design Engineering and twenty percent (20%) of the costs of the Construction Engineering Supervision for this segment of the SIDEWALK.

It is further mutually agreed that if federal funding is not available, the VILLAGE shall then be responsible for twenty percent (20%) of the total costs of Construction, Design Engineering and Construction Engineering Supervision attributable to the SIDEWALK.

- 17. The COUNTY agrees to construct the SIDEWALK in accordance with the PLANS, with reimbursement by the VILLAGE as hereinafter specified. The total cost to the VILLAGE for said SIDEWALK is estimated to be \$30,247 assuming federal funding is available, inclusive of Construction, Design Engineering costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
- 18. It is mutually agreed that the VILLAGE shall be responsible for a portion of the RIGHT-OF-WAY and EASEMENTS acquisition costs necessary for construction of the NORTHERN HART ROAD WORK and the VILLAGE FACILITIES. The total cost to the VILLAGE for the VILLAGE-share of the RIGHT-OF-WAY and EASEMENTS acquisition costs attributable to construction of the NORTHERN HART ROAD WORK and the VILLAGE FACILITIES is estimated to be \$29,296, as indicated in EXHIBIT B to THIS AGREEMENT.
- 19. It is mutually agreed that the VILLAGE shall be responsible for twenty (20%) of the costs of the PEDESTRIAN GATES. The total cost to the VILLAGE for said PEDESTRIAN GATES is estimated to be \$31,638, inclusive of Construction costs and Construction Engineering Supervision costs, as indicated in EXHIBIT B to THIS AGREEMENT.
- 20. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the IMPROVEMENT is \$281,033 assuming federal funding is available.
 - 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 an amount equal

to ninety five percent (95%) of its obligation for the WATERMAIN, SHARED-USE PATH, SIDEWALK, PEDESTRIAN GATES and right-of-way costs. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$266,982. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the WATERMAIN, SHARED-USE PATH, SIDEWALK, PEDESTRIAN GATES and right-of-way costs upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. The Village's final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$14,051. If the Village's obligation, calculated on the basis of the final costs and final contract quantities at contract unit prices for the actual work performed, is less than the ninety-five percent (95%) obligation paid as a lump sum after the award of the construction contract, any excess paid by the Village will be refunded to the Village within a reasonable time after the conclusion of the construction of the IMPROVEMENT.

- 21. If additional federal funding is secured and/or if favorable bids are received for the project, the federal funding will be applied to the VILLAGE and COUNTY shares of construction and construction engineering and the costs will be adjusted accordingly.
- 22. It is further mutually agreed by and between the parties hereto that the VILLAGE shall 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 May 1, 2018 for the VILLAGE FACILITIES located within the COUNTY highway right-of-way, the approval of which shall not be unnecessarily withheld by the COUNTY.
- 23. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the VILLAGE FACILITIES located within the COUNTY highway right-of-way shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the VILLAGE FACILITIES located within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.
- 24. The VILLAGE agrees to confirm its ownership and maintenance responsibilities for the SHARED-USE PATH in the US Route 14 right-of-way to IDOT in writing, as a portion of the VILLAGE's SHARED-USE PATH to be constructed as a part of the IMPROVEMENT is proposed within the US Route 14 right-of-way. As of this writing, the format of said confirmation required by IDOT is anticipated to be an agreement.

- 25. It is mutually agreed by and between the parties hereto that the VILLAGE shall be responsible for all repair costs associated with any damage or vandalism to the PEDESTRIAN GATES by a third party, as outlined under separate agreement between the RAILROAD, VILLAGE, and the COUNTY.
- 26. It is mutually agreed by and between the parties hereto that the stormwater detention required under the Lake County Stormwater Management Commission Watershed Development Ordinance for the IMPROVEMENT will be located within an 84" pipe proposed within the U.S. Route 14 right-of-way. As the majority of the impervious area added by the IMPROVEMENT is along the southern portion of Hart Road, and as the COUNTY has jurisdiction of this southern section of Hart Road, the LCDOT has agreed to take ownership and maintenance of this 84" pipe to be located within IDOT right-of-way, for such time as Hart Road south of US Route 14 remains a COUNTY highway.
- 27. 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 south of US Route 14.
- 28. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the VILLAGE shall continue maintenance and jurisdictional responsibility over its WATERMAIN and Hart Road north of US Route 14, shall continue to perform routine winter maintenance operations on Hart Road from Lake-Cook Road northerly to US Route 14 per previous agreement, and shall assume ownership and maintenance responsibility over all SHARED-USE PATH and SIDEWALK constructed as a part of this IMPROVEMENT.

SECTION III. General Provisions

- 1. It is mutually agreed by and between the parties hereto that THIS AGREEMENT is subject to the requirements of the agreement between the COUNTY and IDOT relative to the federal funding approved by IDOT for the IMPROVEMENT.
 - It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the WATERMAIN and SANITARY SEWER WORK for the IMPROVEMENT are not eligible for federal funding, the VILLAGE shall be responsible for one hundred percent (100%) of all non-federally eligible costs for the ineligible portion of the WATERMAIN and SANITARY SEWER WORK.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the SHARED-USE PATH for the IMPROVEMENT are not eligible for federal funding, the VILLAGE shall be responsible for twenty percent (20%) of all non-federally eligible costs for the ineligible portion of the SHARED-USE PATH.

It is further mutually agreed by and between the parties hereto that, should IDOT determine that the costs for the SIDEWALK for the IMPROVEMENT are not eligible for federal funding, the VILLAGE shall be responsible for twenty percent (20%) of all non-federally eligible costs for the ineligible portion of the SIDEWALK.

- 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 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, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
- 4. 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.
- It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on May 1, 2018, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to May 1, 2018. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to May 1, 2018, 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 his/her signature.

- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 12. 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, 2025.

VILLAGE OF BARRINGTON

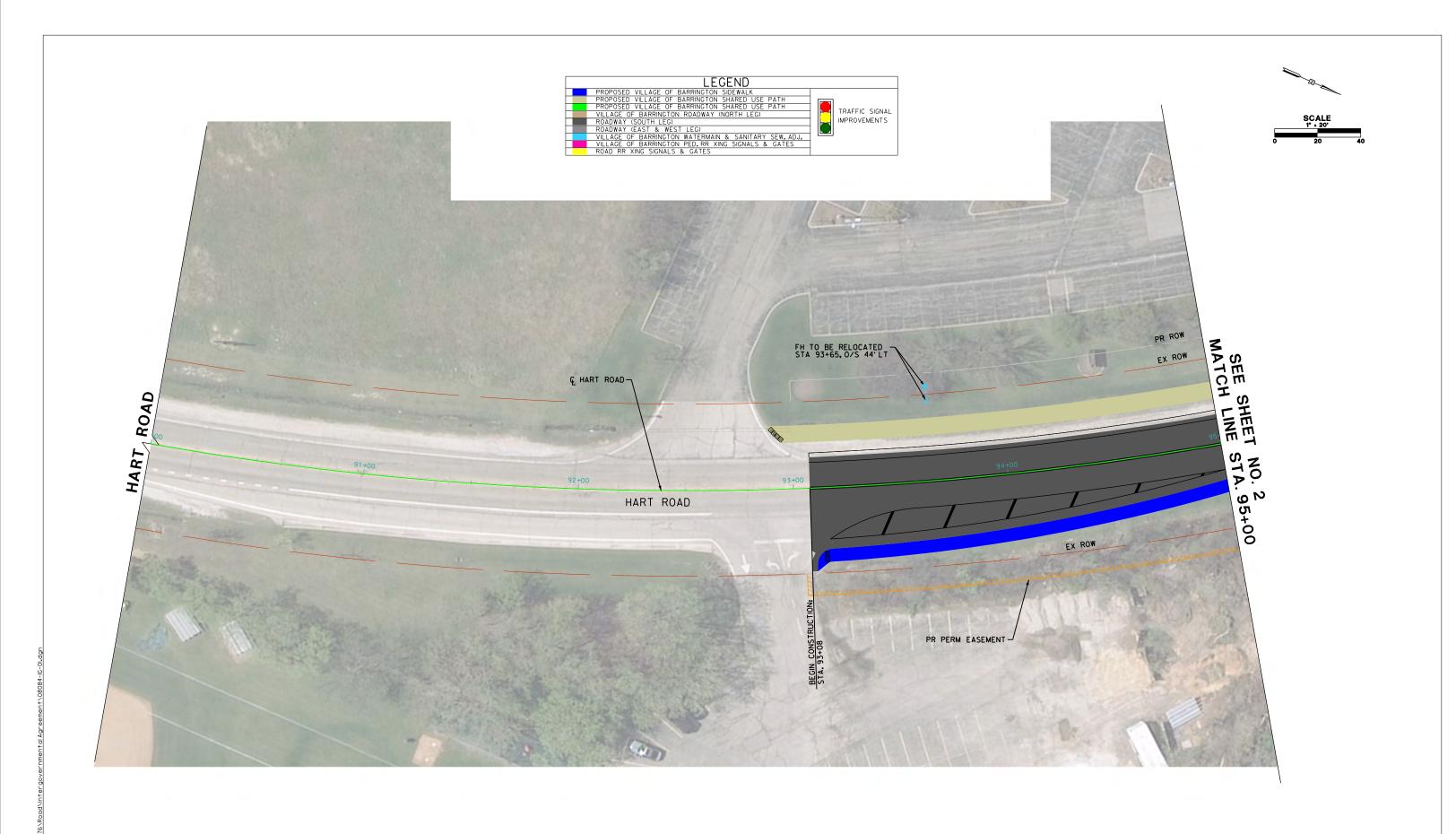
ATTEST:

By: Laren Parch

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Tony Crainel	Village President
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County Clerk	

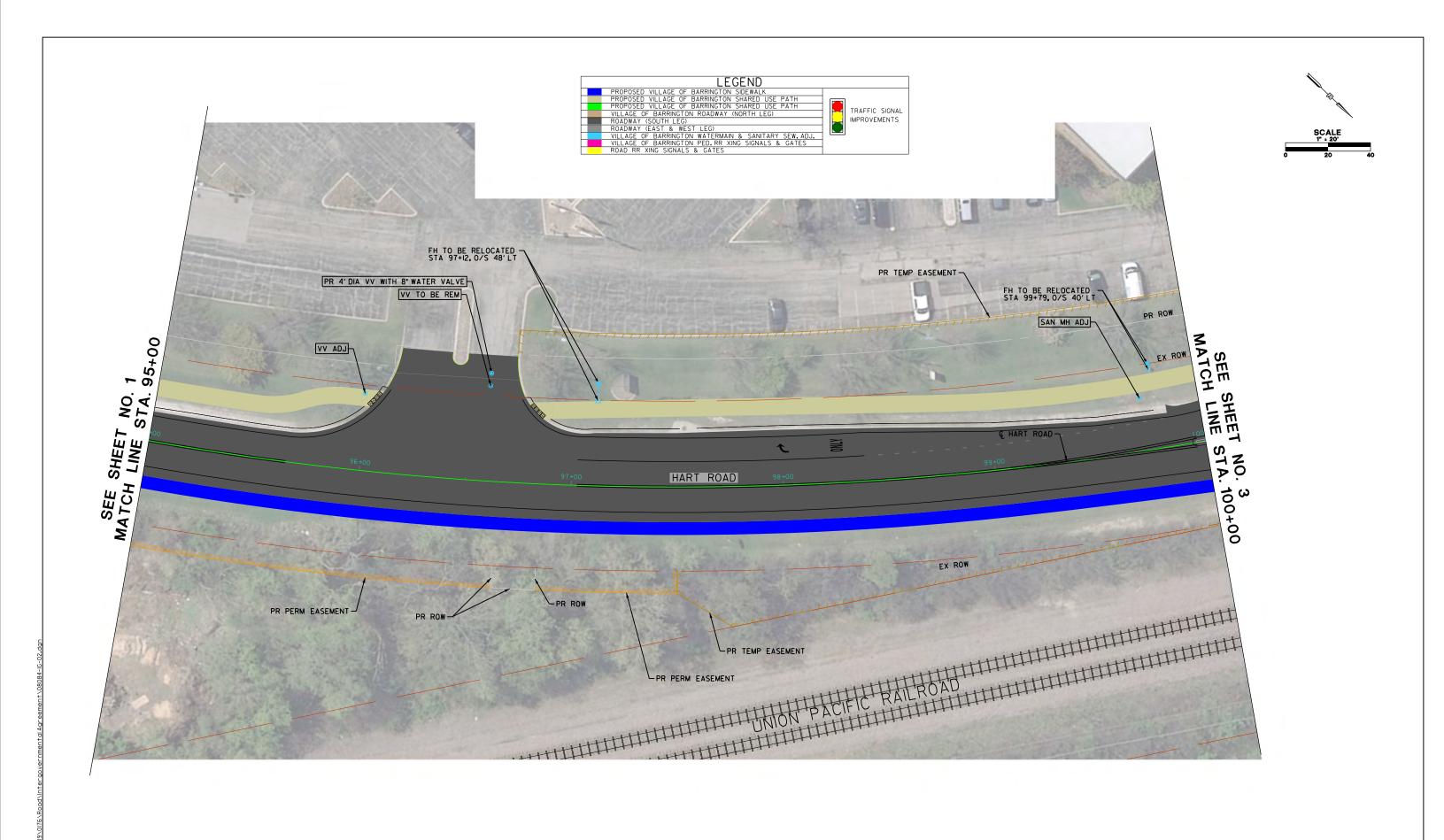
EXHIBIT A General Depiction of the IMPROVEMENT County Section 09-00174-05-CH



USER NAME = JOHNMAN = STATE OF ILLINOIS
PLOT SCALE = 40.00 1/ In.
PLOT DATE = 12/27/2017

PLOT DATE = 12/27/2017

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A

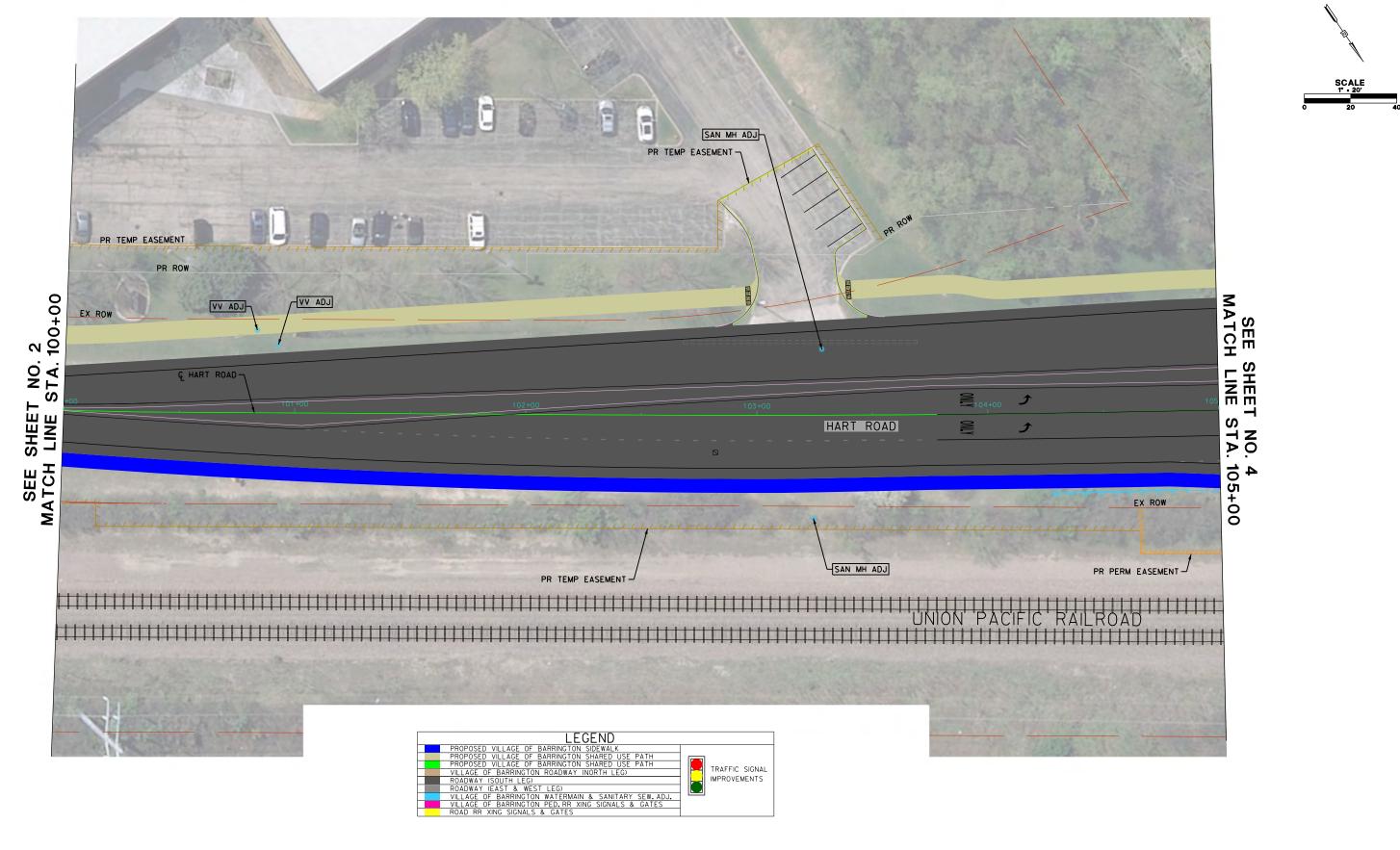


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DEPARTMENT OF TRANSPORTATION

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT **EXHIBIT A**

COUNTY TOTAL SHEET NO. SECTION 09-00174-05-CH STA.95+00.00 TO STA.100+00.00 SCALE: 1:20



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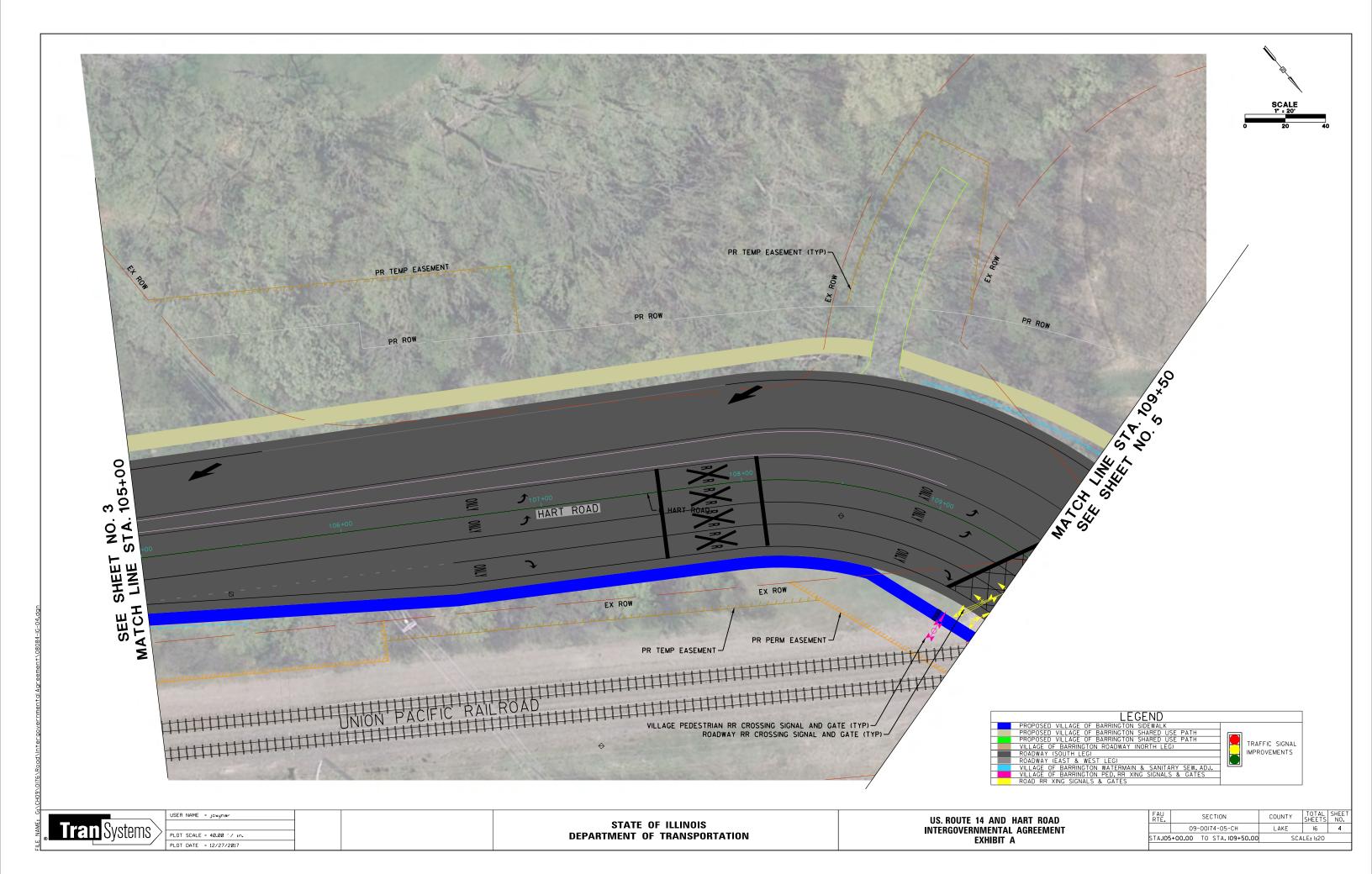
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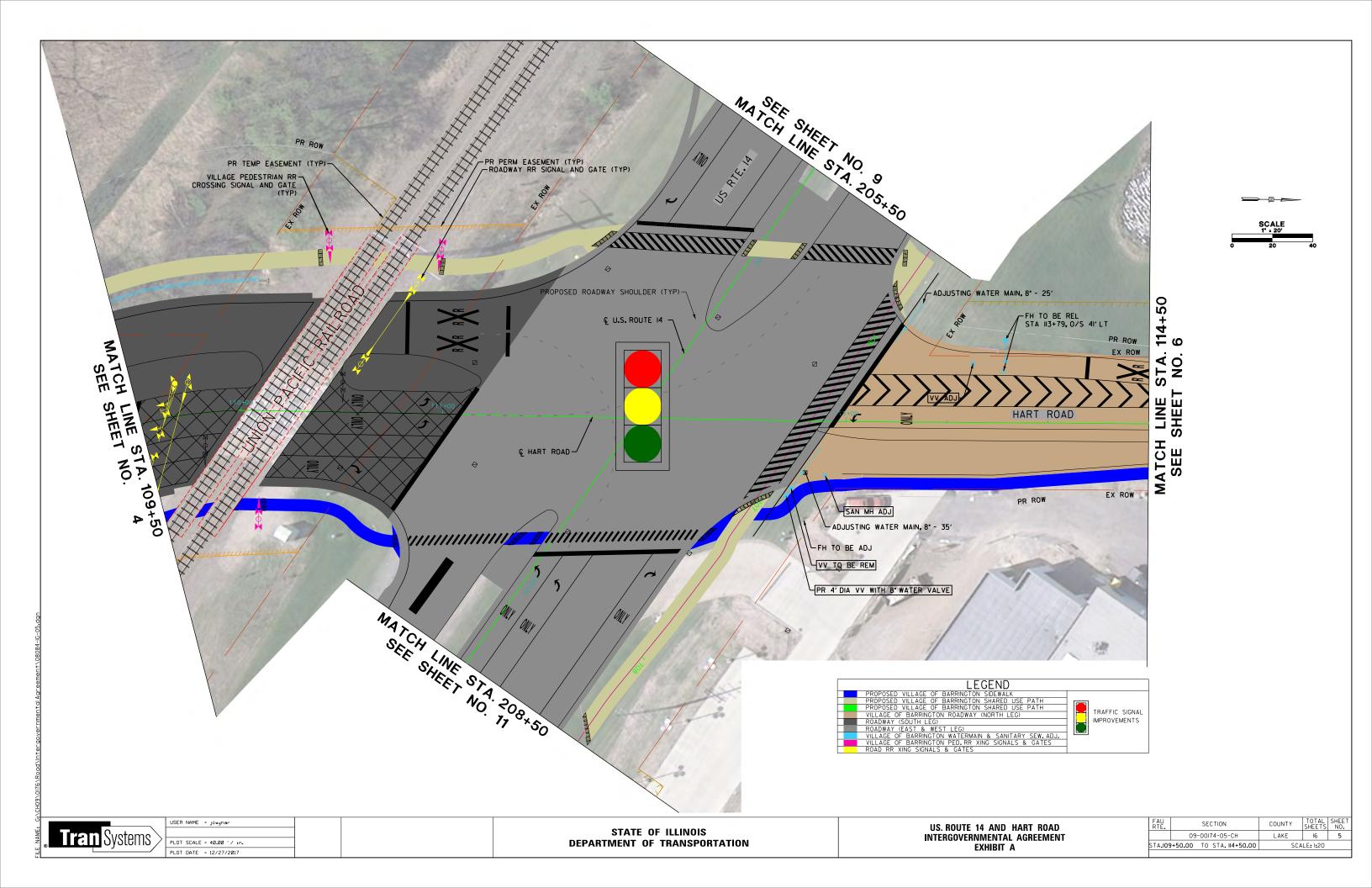
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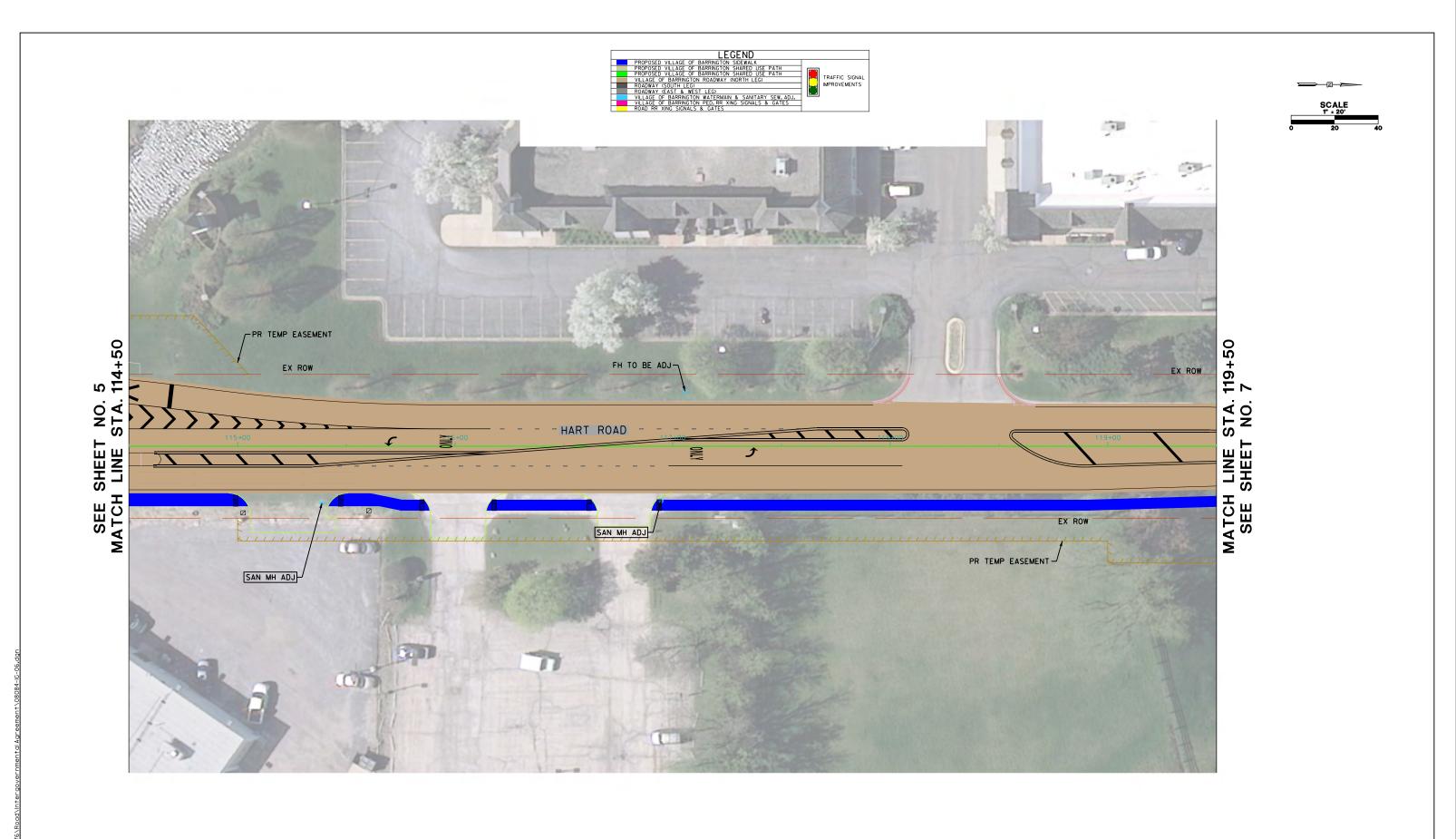
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A

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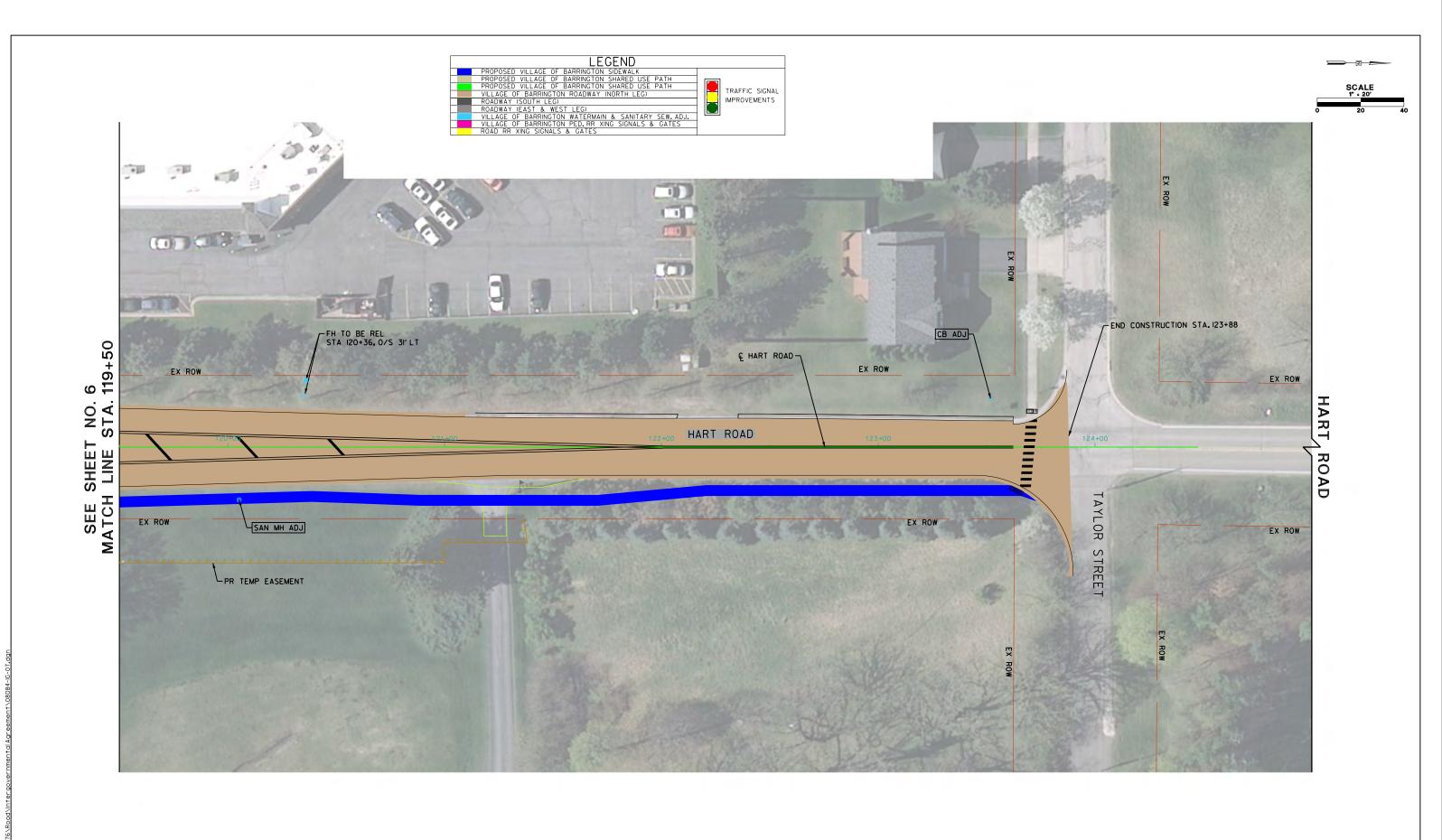
PLOT DATE = 12/27/2017

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A

COUNTY TOTAL SHEET NO.

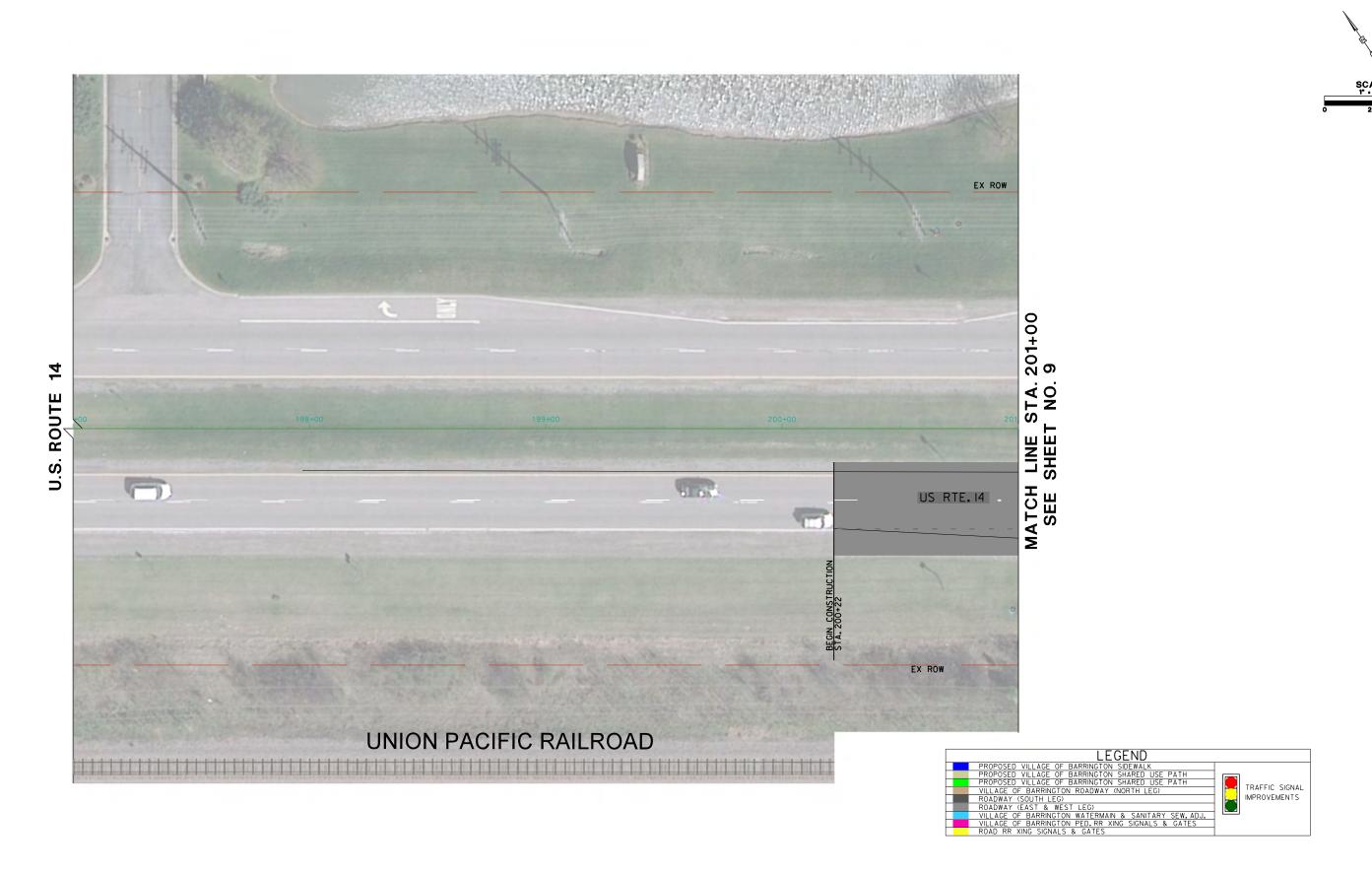
LAKE 16 6 SECTION 09-00174-05-CH STA.114+50.00 TO STA. 119+50.00 SCALE: 1:20



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US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT **EXHIBIT A**

COUNTY TOTAL SHEET NO. SECTION 09-00174-05-CH STA.119+50.00 TO STA.125+00.00 SCALE: 1:20





STATE OF ILLINOIS

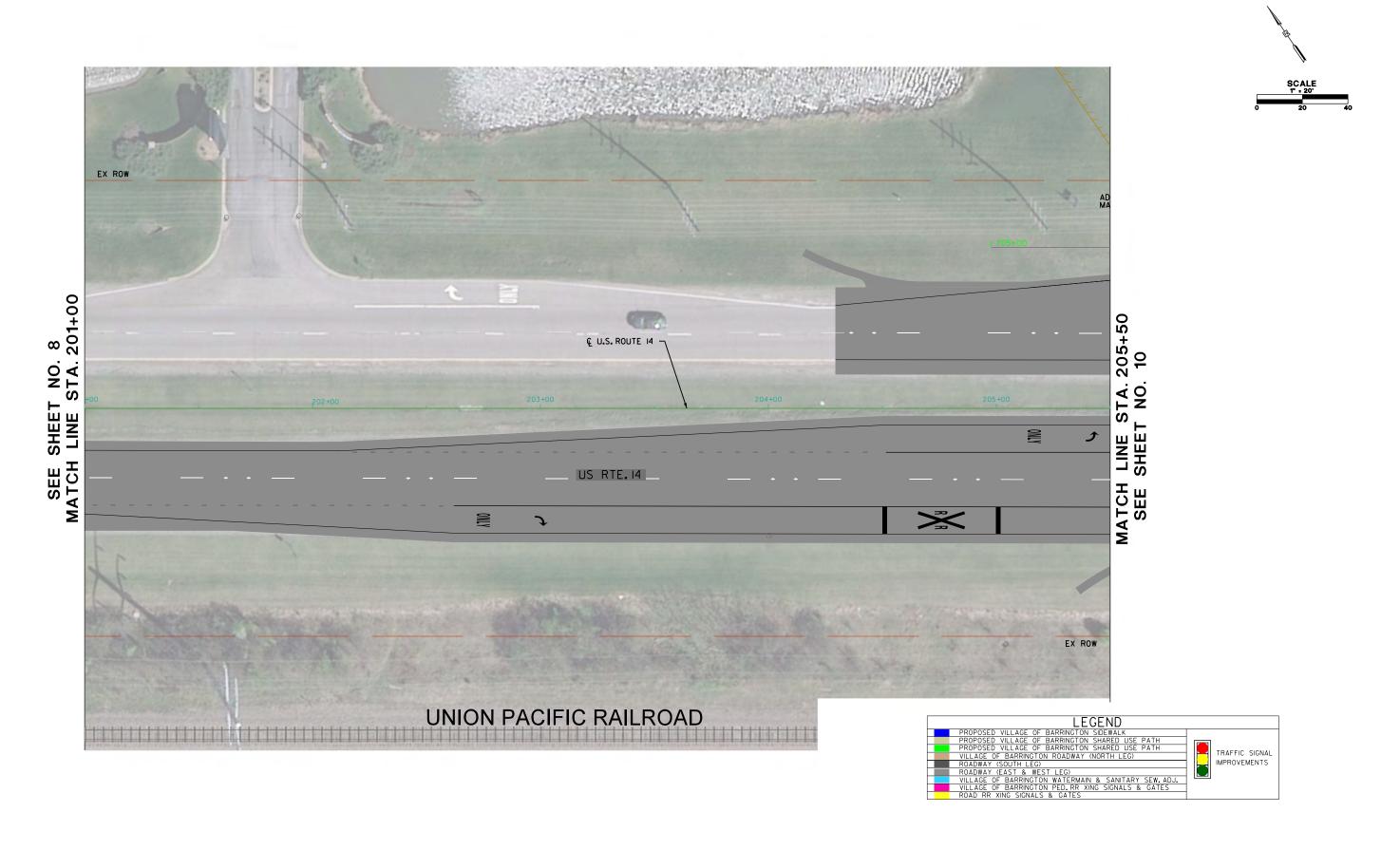
US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A

COUNTY TOTAL SHEET NO.

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DEPARTMENT OF TRANSPORTATION

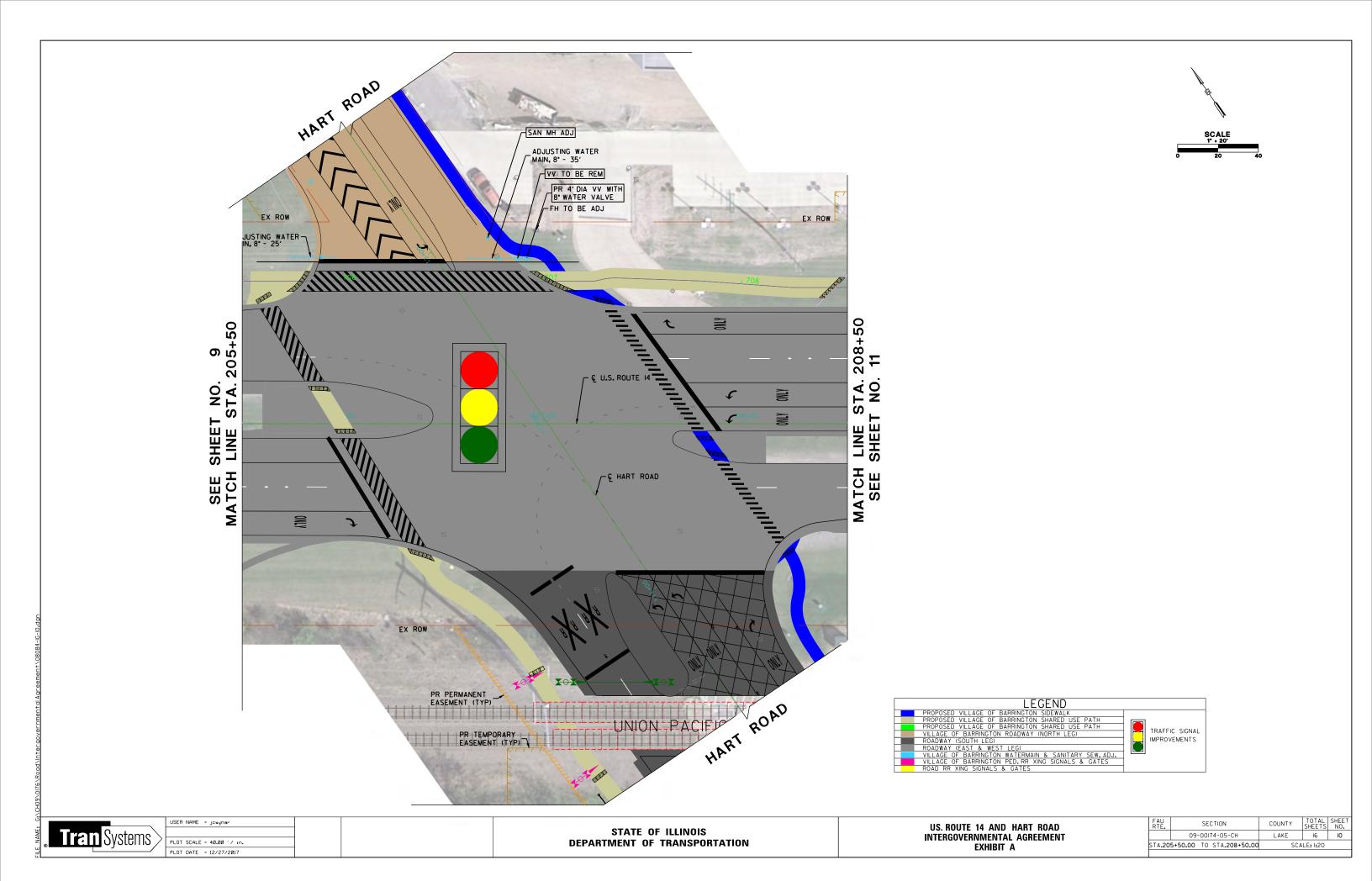


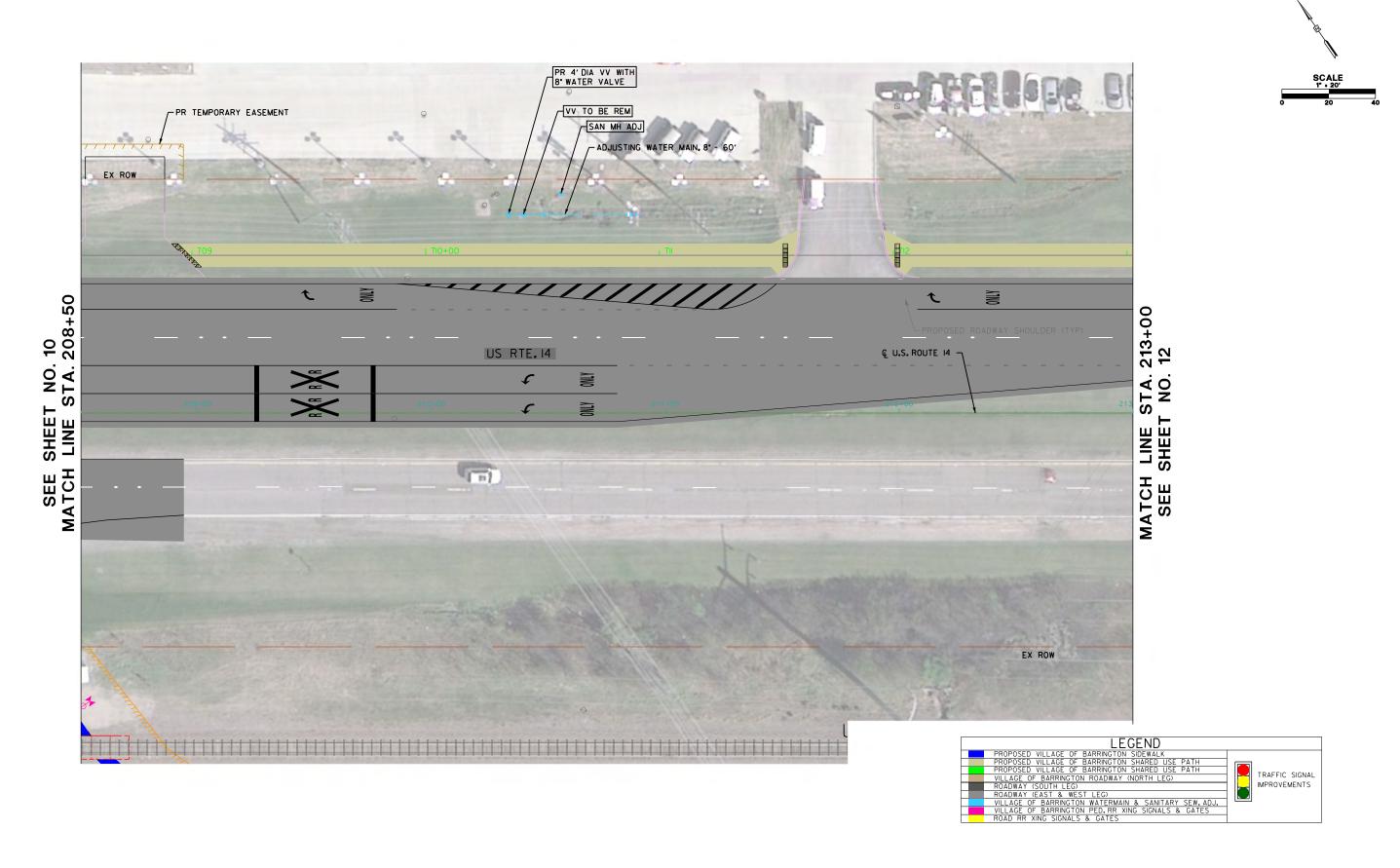
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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A

	FAU SECTION		COUNTY	TOTAL	SHEI NO		
	09-00174-05-CH				LAKE	16	9
STA.20I+00.00 TO STA.20		STA.205+50.00	SCA	LE: 1:20			





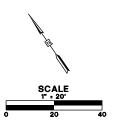
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

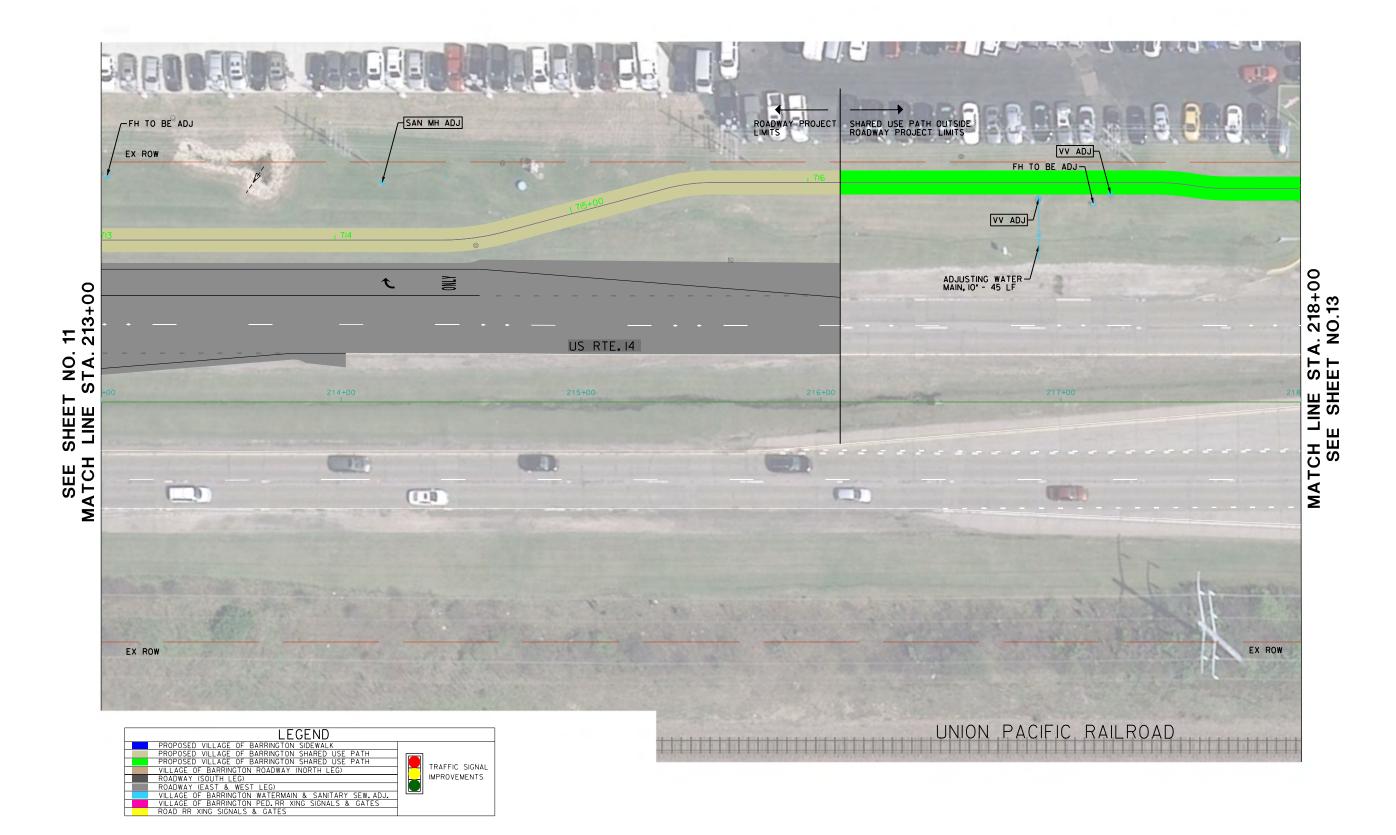
US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A
 FAU RTE.
 SECTION
 COUNTY
 TOTAL SHEETS NO.

 09-00174-05-CH
 LAKE
 16
 II

 STA.208+50.00
 TO STA. 2/3+00.00
 SCALE: 1:20

IOIS US. ROUTE INTERGOVER





USER NAME = jowynar

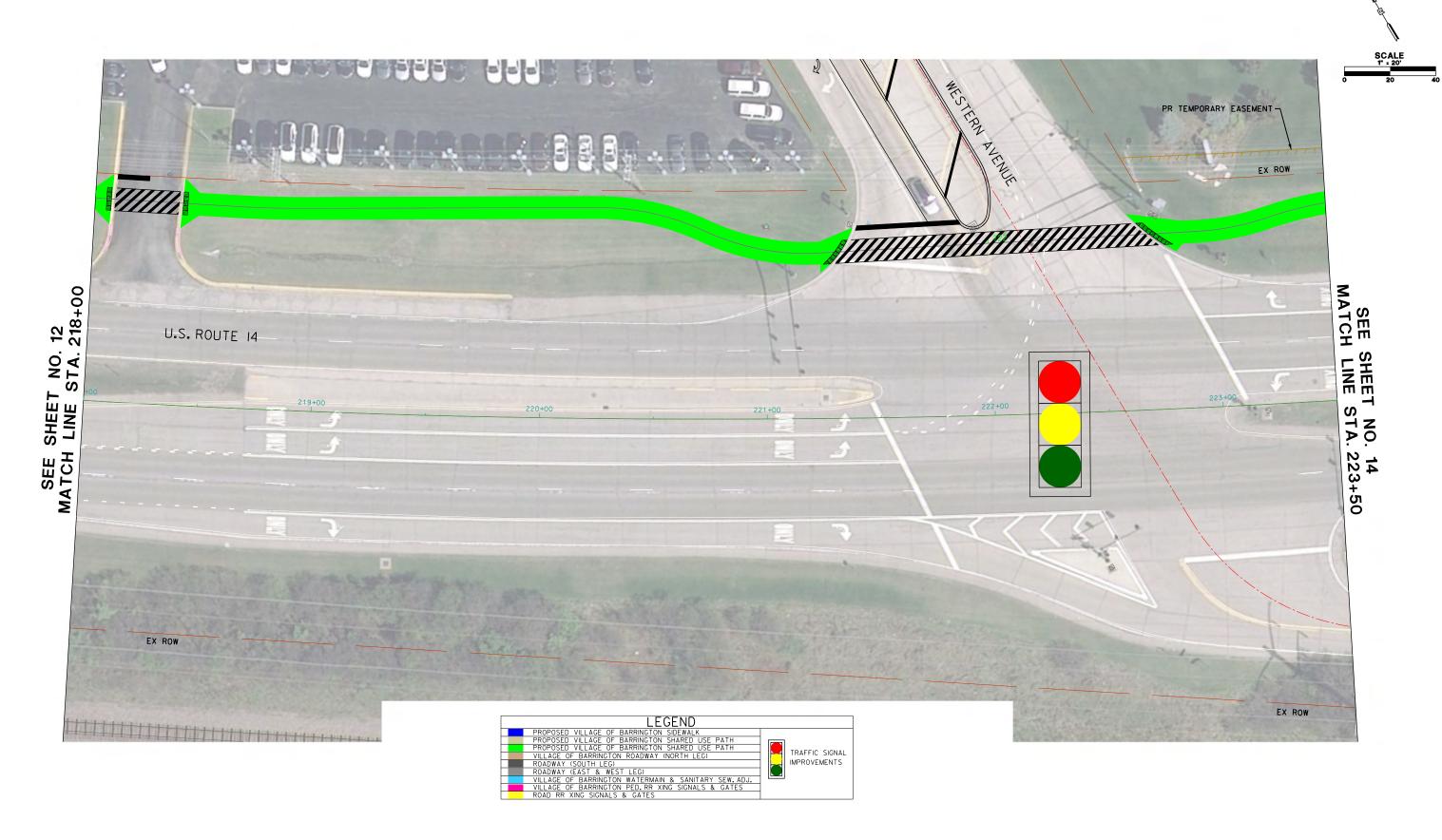
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PLOT DATE = 12/27/2017

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT **EXHIBIT A**

FAU RTE.	SECTION	COUNTY	TOTAL SHEETS	SHI N
	09-00174-05-CH	LAKE	16	- 1
STA.213+00.00 TO STA. 218+00.00		SCA	LE: 1:20	



USER NAME = jowynar

PLOT SCALE = 40.00 ' / in.

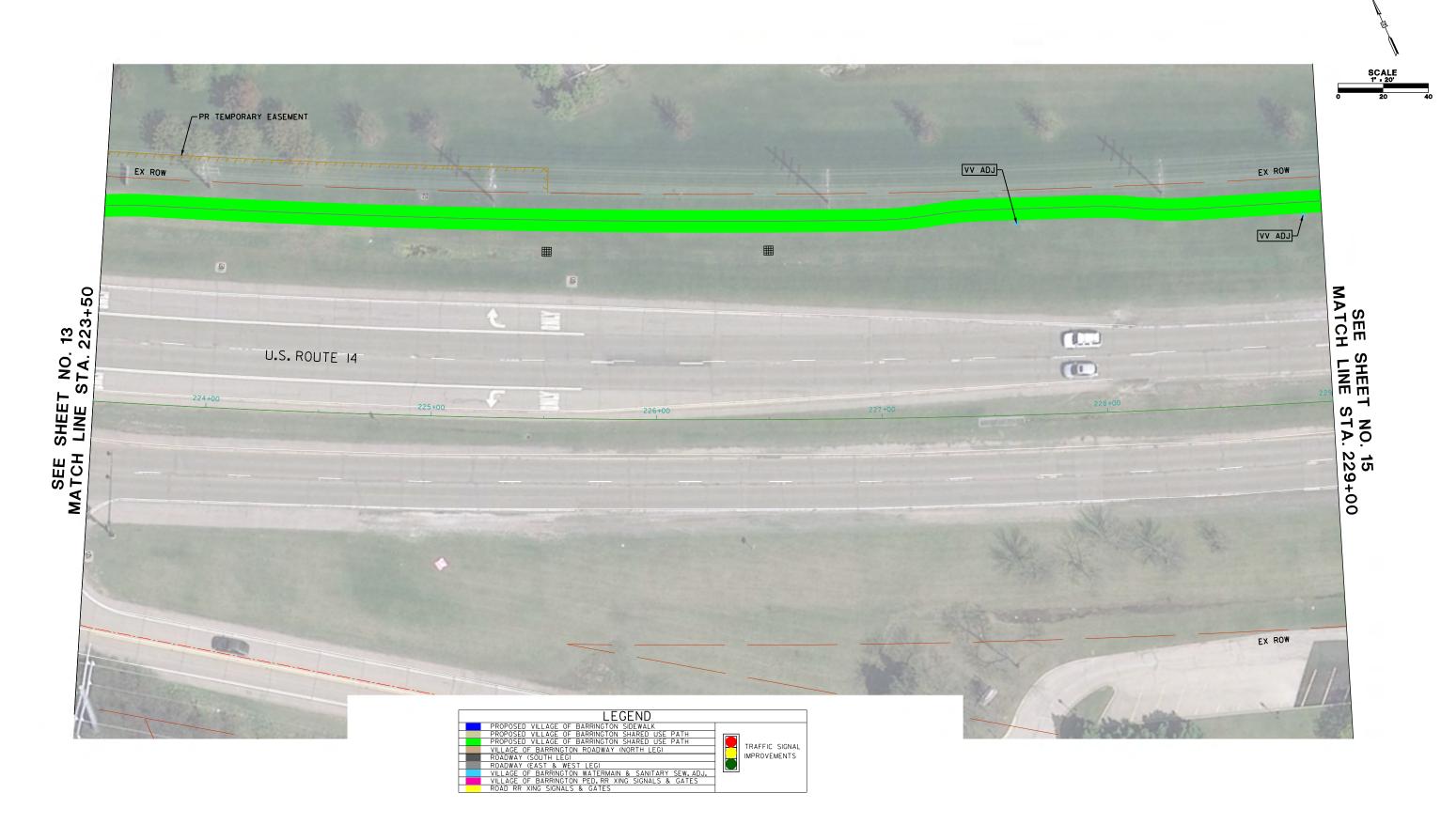
PLOT DATE = 12/27/2017

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A
 FAU RTE.
 SECTION
 COUNTY
 TOTAL SHEETS NO.

 09-00174-05-CH
 LAKE
 16
 13

 STA.218+00.00
 TO STA.223+50.00
 SCALE: 1:20



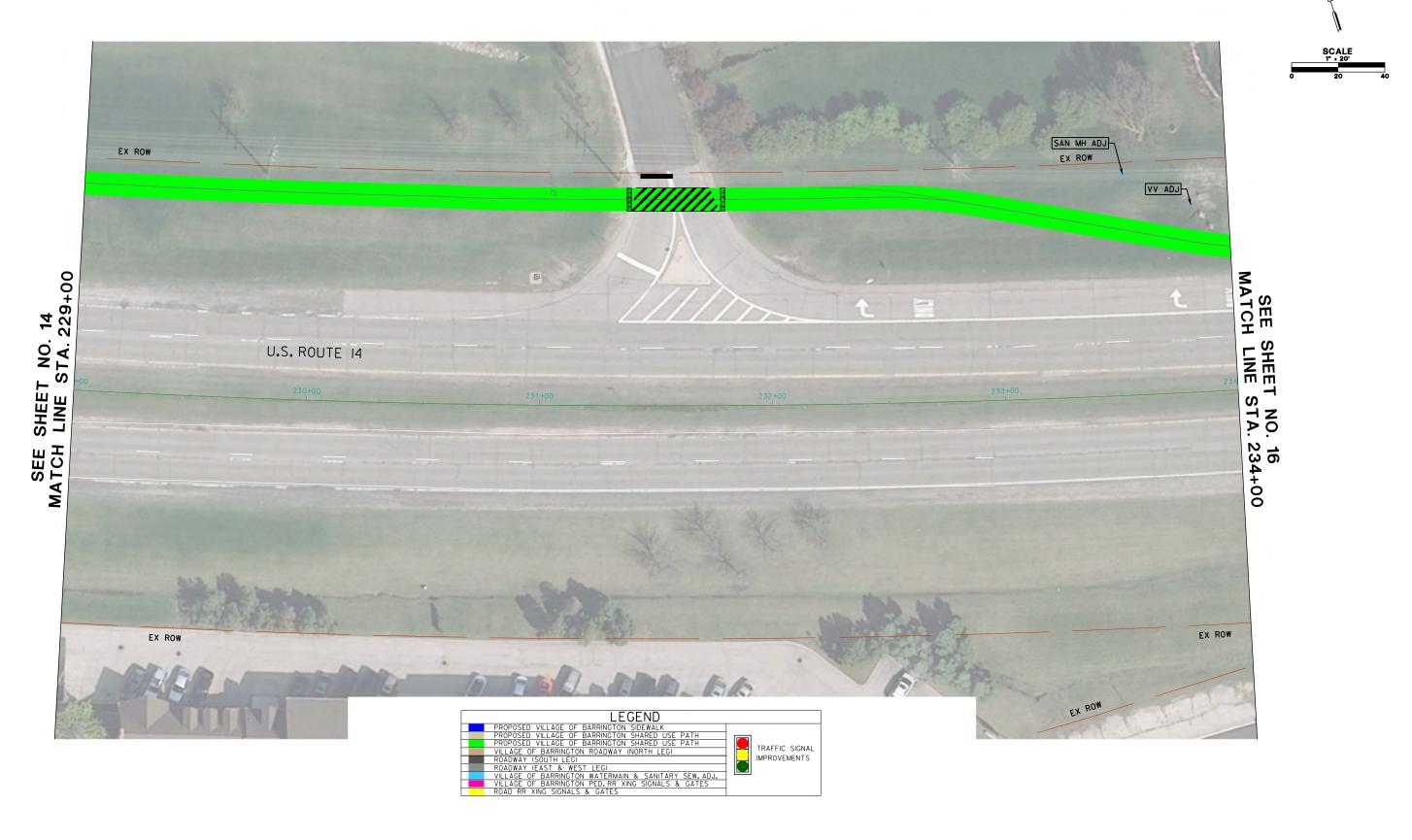
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PLOT SCALE = 40.00 '/ in.
PLOT DATE = 12/27/2017

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A

FAU RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEI NO
	09-00174-05-CH	LAKE	16	14
STA.22	3+00.00 TO STA.229+00.00	SCA	LE: 1:20	



USER NAME = JCWynar

PLOT SCALE = 40.00 ' / 1n.
PLOT DATE = 12/27/2017

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

US. ROUTE 14 AND HART ROAD INTERGOVERNMENTAL AGREEMENT EXHIBIT A

FAU SECTION		COUNTY	TOTAL SHEETS	SHEE NO.		
09-00174-05-CH		LAKE	16	15		
STA.229+00.00 TO STA.234+00.00				SCA	LE: 1:20	

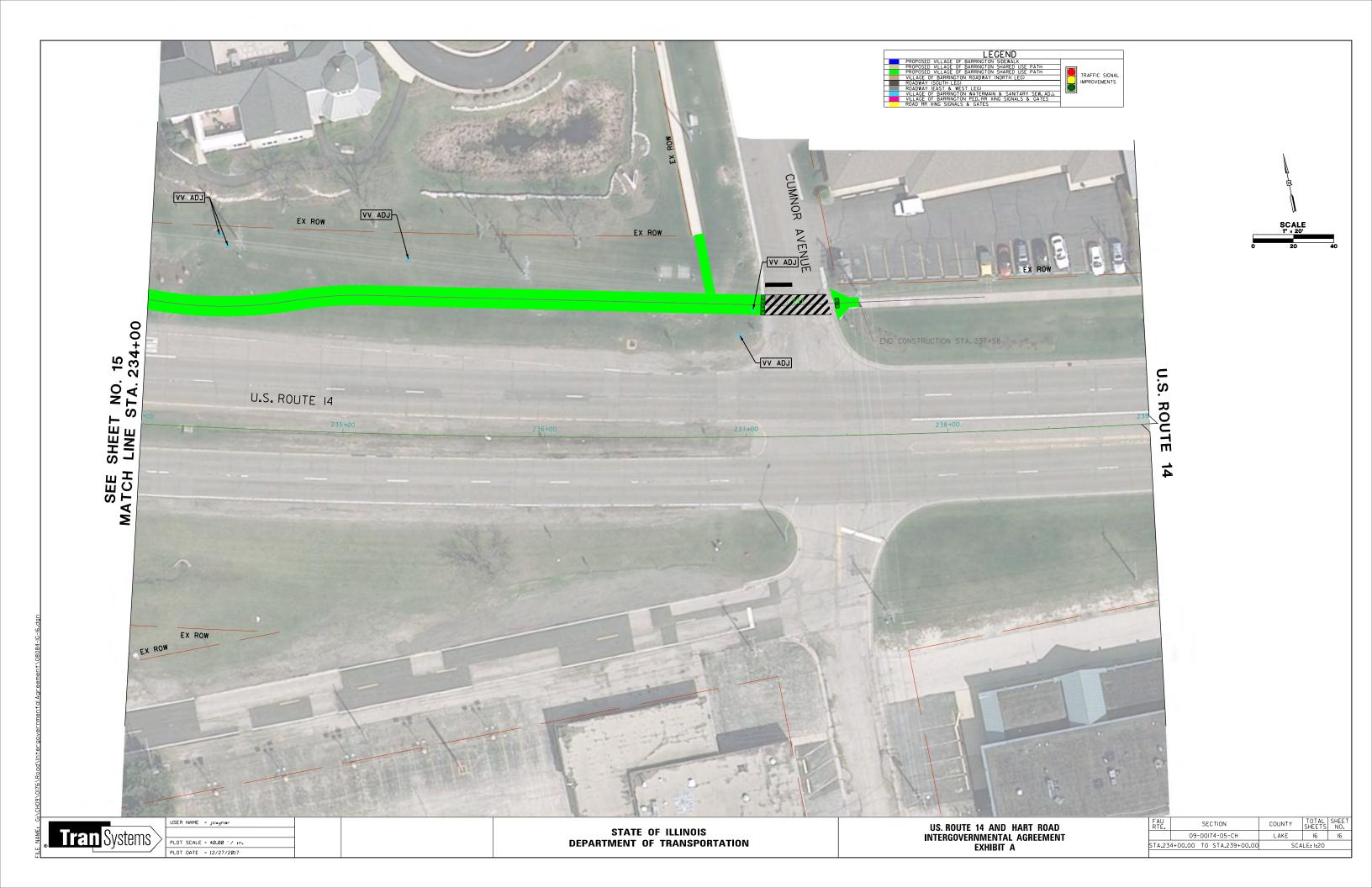


EXHIBIT B

Breakdown of Estimated Costs for Design Engineering, Construction Engineering Supervision and Construction County Section 09-00174-05-CH

Hart Road @ US Rte. 14 09-00174-05-CH February 16, 2018

Cost Sharing Exhibit with the Village of Barrington

EXHIBIT B

Construction Costs	T		I	
	Federal Cost	LCDOT	Village of Barrington	Total
North Leg of Hart Road	\$942,423	\$235,606	\$0	\$1,178,029
Sidewalk on North Leg of Hart Road	\$0	\$67,074	\$16,769	\$83,843
South Leg of Hart Road (Roadway Improvements)	\$2,160,794	\$540,199	\$0	\$2,700,993
8' Shared Use Path on West Side of Hart Road	\$661,787	\$132,357	\$33,089	\$827,234
Sidewalk on East Side of South Hart Road	\$147,351	\$29,470	\$7,368	\$184,189
East & West Legs of US Route 14 (Roadway Improvements)	\$1,342,222	\$335,556	\$0	\$1,677,778
Shared Use Path on US Route 14 (within project limits)	\$168,746	\$33,749	\$8,437	\$210,933
Shared Use Path on US Route 14 (outside project limits)	\$148,544	\$0	\$37,136	\$185,680
Traffic Signals	\$438,914	\$109,729	\$0	\$548,643
Water and Sewer main adjustments	\$113,888	\$0	\$28,472	\$142,360
Estimated Construction Total	\$6,124,671	\$1,483,740	\$131,271	\$7,739,682

Design Costs	I		Γ	
	Federal Cost	LCDOT	Village of Barrington	Total
North Leg of Hart Road	\$65,970	\$16,492	\$0	\$82,462
Sidewalk on North Leg of Hart Road	\$4,695	\$939	\$235	\$5,869
South Leg of Hart Road (Roadway Improvements)	\$542,049	\$135,512	\$0	\$677,561
8' Shared Use Path on West Side of Hart Road	\$0	\$95,866	\$23,967	\$119,833
Sidewalk on East Side of Hart Road	\$10,315	\$2,063	\$516	\$12,893
East & West Legs of US Route 14 (Roadway Improvements)	\$93,956	\$23,489	\$0	\$117,444
Shared Use Path on US Route 14 (within project limits)	\$11,812	\$2,362	\$591	\$14,765
Shared Use Path on US Route 14 (outside project limits)	\$10,398	\$0	\$2,600	\$12,998
Traffic Signals	\$30,724	\$7,681	\$0	\$38,405
Water and Sewer main adjustments	\$7,972	\$0	\$1,993	\$9,965
Estimated Design Total	\$777,890	\$284,405	\$29,900	\$1,092,196

Right of Way						
	Federal Cost	LCDOT	Village of Barrington	Total		
North Leg of Hart Road	\$89,894	\$17,979	\$4,495	\$112,368		
South Leg of Hart Road	\$443,920	\$88,784	\$22,196	\$554,900		
Right of Way on US Route 14 (within project limits)	\$14,106	\$2,821	\$705	\$17,633		
Right of Way on US Route 14 (outside project limits)	\$7,600	\$0	\$1,900	\$9,500		
Estimated Right of Way Total	\$555,521	\$109,584	\$29,296	\$694,401		

Construction Engineering Costs				
	Federal Cost	LCDOT	Village of Barrington	Total
North Leg of Hart Road	\$0	\$117,803	\$0	\$117,803
Sidewalk on North Leg of Hart Road	\$0	\$6,707	\$1,677	\$8,384
South Leg of Hart Road (Roadway Improvements)	\$0	\$270,099	\$0	\$270,099
8' Shared Use Path on West Side of Hart Road	\$0	\$66,179	\$16,545	\$82,723
Sidewalk on East Side of Hart Road	\$0	\$14,735	\$3,684	\$18,419
East & West Legs of US Route 14 (Roadway Improvements)	\$0	\$167,778	\$0	\$167,778
Shared Use Path on US Route 14 (within project limits)	\$0	\$16,875	\$4,219	\$21,093
Shared Use Path on US Route 14 (outside project limits)	\$0	\$0	\$18,568	\$18,568
Traffic Signals	\$0	\$54,864	\$0	\$54,864
RR Signals and Gates -6' Sidewalk & 8' Shared Use Path	\$0	\$11,505	\$2,876	\$14,381
RR Signals and Gates - Roadway	\$0	\$69,819	\$0	\$69,819
Water and Sewer main adjustments	\$0	\$0		7 - 1/
Estimated Construction Engineering Total	\$0	\$796,364	\$61,804	\$858,168

Railroad Signals and Gates						
	Federal Cost	LCDOT	Village of Barrington	Total		
Signals and Gates - 6' Sidewalk and 8' Shared Use Path	\$0	\$115,048.00	\$28,762	\$143,810		
Signals and Gates - Roadway Estimated Railroad Signals and Gates Total	\$0 \$0	\$698,192 \$813,240		\$698,192 \$842,002		

ESTIMATED TOTAL COST	\$7,458,082	\$3,487,334	\$281,033	\$11,226,449

Includes cost to amend the Phase 1 report (Supplement #1)

Construction costs in 2017 dollars

No contingency has been added

Estimated Village Share Initial 95% =	\$266,982
Estimated Village Share Final 5% =	\$14,051

Design and Construction Engineering costs based on 7% & 10% of construction cost respectively Based on Cost Estimate from "Exhibit A" received from Transystems dated November 22, 2017