

The Village of Northfield

May 22, 2019

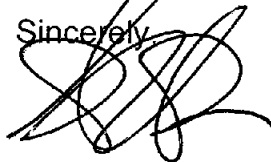
Mr. Dave Pankaj, P.E.
Cook County Department of Transportation & Highways
Project Development Bureau
69 W. Washington Street, 23rd Floor
Chicago, IL 60602

Re: Happ Road Second Intergovernmental Agreement Amendment

Dear Mr. Pankaj:

Enclosed please find two original Second Intergovernmental Agreement Amendments, along with a Resolution authorizing the execution of the Second IGA Amendment which were approved at the Village Board meeting on May 21, 2019. Please return a fully executed copy to us at your earliest convenience.

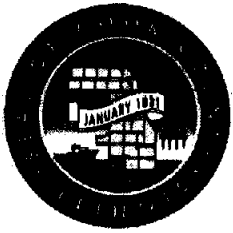
Sincerely,



Stacy A. Sigman

SAS/hm
Encls.





Department of Transportation and Highways

John Yonan, P.E.

Superintendent

69 West Washington Street, 24th Floor • Chicago, Illinois 60602-3007 • (312) 603-1601

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

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2nd District

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16th District

SEAN M. MORRISON
17th District

May 22, 2018

Ms. Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, IL 60093

Re: Intergovernmental Agreement Amendment
Happ Road – Winnetka Road to Willow Road
Section: 16-W4044-00-FP

Dear Ms. Sigman:

Enclosed herewith, please find a conformed copy of the subject Intergovernmental Agreement Amendment for your files.

Very truly yours,

Tara Orbon, P.E.
Chief Engineer
Project Development Bureau

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

Enclosure

INTERGOVERNMENTAL AGREEMENT AMENDMENT

THE COUNTY OF COOK

THE VILLAGE OF NORTHFIELD

HAPP ROAD

Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement Amendment ("AMENDMENT") is entered into this 16 day of MAY, 2018, by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways, (hereinafter called the "COUNTY"), and the Village of Northfield, (hereinafter called the "VILLAGE"), a municipal corporation of the State of Illinois, individually referred to as "PARTY," and collectively to as "PARTIES."

RECITALS

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement ("AGREEMENT") on June 29, 2016 to establish the responsibilities and costs associated with a Phase I Engineering Study for improvements along Happ Road from Winnetka Road to Willow Road (herein referred to as the "STUDY"), (incorporated herein as "EXHIBIT B"); and

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified, including preparation of a partial Intersection Design Study for the intersection of Happ Road and Willow Road, completion of a noise analysis for the full length of the Happ Road improvement, and an additional public involvement effort performed to complete the stakeholder Steering Committee meetings; and

WHEREAS, a cooperative AMENDMENT is appropriate and such an AMENDMENT is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the STUDY. The County shall pay for one hundred percent (100%) of the costs of the STUDY. The County's total estimated cost for the STUDY is Five Hundred Twenty-four Thousand Nine Hundred fifteen and 87/100 Dollars (\$524,915.87).
- C. A Revised Funding Breakdown is incorporated into this AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.
- D. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.

- E. This AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT expires or is terminated by both PARTIES in writing.
- F. This AMENDMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this AMENDMENT are agreed to and incorporated into this AMENDMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the COUNTY and VILLAGE have caused this AMENDMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

Toni Preckwinkle
Toni Preckwinkle
President
Cook County Board of Commissioners

This 16th day of MAY A.D. 2018.

ATTEST: David Orr
County Clerk

(SEAL)

EXECUTED BY THE
VILLAGE OF NORTHFIELD:

Joan Frazier
Joan Frazier
Village President

This 17 day of April A.D. 2018.

ATTEST: Deborah McDonald
Dep. Village Clerk

(SEAL)

RECOMMENDED BY:

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

APPROVED AS TO FORM:

Kimberly M. Foxx, State's Attorney
Kimberly M. Foxx
Assistant State's Attorney

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAY 16 2018

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on May 16, 2018, passed the following Resolution:

**18-R-
RESOLUTION**

Sponsored by

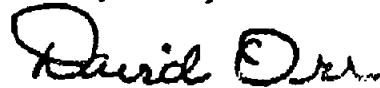
THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement Amendment with the Village of Northfield, said Amendment attached, wherein the Village is Lead Agency for Phase I engineering study for improvements along Happ Road from Winnetka Road to Willow Road and said Agreement is amended to increase the County's participatory share of costs for the Phase I engineering study, not to exceed \$524,915.87 (originally estimated as \$485,177.43); and, Cook County is to reimburse the Village of Northfield for said costs as part of the Phase I engineering study, Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is directed to take the necessary actions called for under the terms of the Amendment and is further directed to return one executed copy of said Amendment with this Resolution attached to the Village of Northfield to evidence the formal Agreement hereby resulting, and be bound by the terms thereof on behalf of the County.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 16th day of May A.D. 2018.



County Clerk

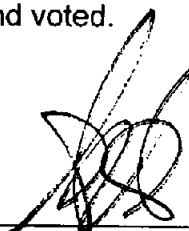
(SEAL)

REVISED EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILAGE SHARE	COUNTY SHARE
Original Agreement Phase I STUDY costs (6-29-16)	\$485,177.43	\$0	\$485,177.43
Additional Phase I STUDY costs	\$39,738.44	\$0	\$39,738.44
TOTAL	\$524,915.87	\$0	\$524,915.87

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of the Intergovernmental Agreement Amendment by and between Cook County through its Department of Transportation and Highways and the Village of Northfield which was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on April 17, 2018, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK
VILLAGE OF NORTHFIELD

HAPP ROAD
Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois, and the Village of Northfield (the "Village"), a municipal corporation of the State of Illinois. The County and the Village 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 "the Act", (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

WHEREAS, the County and the Village are public agencies within the meaning of the Act, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the County and the Village, in order to facilitate the free flow of traffic and ensure the safety of pedestrians and the motoring public, are desirous of undertaking and completing a Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road Willow Road; and, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, stakeholder involvement, meetings and coordination with regulatory agencies, project administration and QA/QC (hereinafter called "STUDY"); and

WHEREAS, the STUDY is herein designated as County Section: 16-W4044-00-FP

WHEREAS, the VILLAGE and COUNTY established terms for the development of the STUDY for Happ Road from Winnetka Road to Willow Road in a Letter of Understanding dated July 31, 2015 and accepted by the VILLAGE on September 8, 2015; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective responsibilities toward engineering and funding of the STUDY.

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 set forth herein.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate two years after completion of the STUDY.

SECTION 3. STUDY FUNDS

- 3.1 County's Share of the STUDY. The County shall pay for one hundred (100%) percent of the costs of the STUDY. The County's total estimated cost for the STUDY is Four Hundred Eighty-Five Thousand One Hundred Seventy-Seven and 43/100 Dollars (\$485,177.43).
- 3.2 Village's Share of the STUDY. Except for costs related to Village authorized work that is outside the STUDY scope of work and subject to the availability of County Funding, the Village shall not incur any costs for the STUDY.
- 3.3 Cost Estimates. A Funding Breakdown for the STUDY 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 3.1 and 3.2 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Contract Review. The County shall review the STUDY Phase I engineering contract proposal for adequacy and acknowledge its concurrence for same to the Village.
- 4.2 Submittal Review. The County shall review consultant submittals in a timely manner.
- 4.3 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid on a progressive basis as follows:
 - 4.3.1 The first installment equal to thirty-five (35%) percent of the County share of the contract, in the amount of One Hundred Sixty-Nine Thousand Eight Hundred Dollars (\$169,800.00), shall be invoiced by the Village within ninety (90) days following County execution of this Agreement and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.
 - 4.3.2 The remaining balance of County obligations shall be invoiced by the Village on a progressive basis thereafter, following expenditure of the initial thirty-five (35%) percent of County share and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village as Lead Agent; Appropriation of Funds. The Village shall finance the engineering costs and act as Lead Agent for the STUDY with reimbursement from the County for its share of the STUDY.
- 5.2 Design Engineering. The Village shall execute an engineering services contract for the STUDY, subject to contract review and approval by the County.

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnetka Road

Section:

- 5.3 Public Meetings. The Village shall conduct a public meeting or hearing for the STUDY as required by IDOT.
- 5.4 Development. The Village shall submit STUDY reports, analyses, plans, technical presentations, studies, right-of-way documentation, etc. to the County and to IDOT for review and secure concurrence from the County and IDOT.
- 5.5 County's Identifier. The Village shall reference all correspondence, invoices and other documents for the STUDY with the County's identifier Section: 16-W4044-00-FP
- 5.6 STUDY Results. The Village shall furnish the County with three (3) copies of the Final Report for the STUDY upon completion.

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. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within thirty (30) days after written notice of breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County 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' notice to the Village.
- The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Failure of the Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the County, the Village 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' notice to the County.
- 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.

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnetka Road

Section:

- 6.4 Binding Successors. The County and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Force Majeure. Neither the County nor the Village 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.
- 6.6 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the STUDY timetable as determined by the Parties.
- 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 THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington, Suite 2300
Chicago, IL 60602

TO THE VILLAGE OF NORTHFIELD:

Ms. Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, Illinois 60093

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

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

EXECUTED BY COUNTY:

**EXECUTED BY THE VILLGE OF
NORTHFIELD**

Toni Freckwinkle

Toni Freckwinkle
President
Board of County Commissioners

[Signature]

Stacy Sigman
Village Manager

This 29 day of JUNE A.D. 2016.

This 17 day of May A.D. 2016.

ATTEST:

David Orr

County Clerk

ATTEST:

Holly McDonald

Clerk

(SEAL)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM. _____

(SEAL)



RECOMMENDED BY:

APPROVED AS TO FORM:

Anita Alvarez, State's Attorney

John Givan

Superintendent
Department of Transportation and Highways

ABLA 6-10-16
Assistant State's Attorney

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on June 29, 2016, passed the following Resolution:

16-R-

RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Northfield, attached, wherein the Village will be the lead agency for Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road to Willow Road, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage structure plans, traffic maintenance analysis, Intersection design studies, environmental analyses, project development report, meetings and coordination with regulatory agencies, administration and project coordination; that the County of Cook will pay for one hundred (100%) percent of the costs for the Phase I Engineering Study and reimburse the Village of Northfield for its share of said costs (estimated County share \$485,177.43) under County Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Northfield and implement the terms of the Agreement.

All of which appears from the records and files of my office.

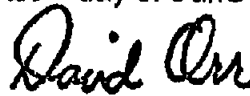
APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____

(SEAL)

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 29th day of June A.D. 2016.



County Clerk

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnetka Road

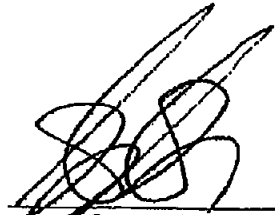
Section:

EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE SHARE	COUNTY SHARE
Phase I STUDY costs	\$485,177.43	\$0	\$485,177.43
TOTAL	\$485,177.43	\$0	\$485,177.43

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of Resolution No. R459-16 authorizing the Village Manager and Deputy Village clerk to execute an Intergovernmental Agreement between the Village of Northfield and the County of Cook, Illinois, and was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on May 17, 2016, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



RESOLUTION NO. R459-16

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND DEPUTY VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK, ILLINOIS

WHEREAS, the Village of Northfield ("Village"), Cook County, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village and the County of Cook ("County"), through the County's Department of Transportation and Highways, desire to enter into an Intergovernmental Agreement to facilitate a Phase I Study of Happ Road ("Study") from Winnetka Road to Willow Road ("Happ Road"), therein designated as County Section: 16-W4044-00-FP; and

WHEREAS, the Village and County have negotiated an agreement with Patrick Engineering for the Study; and

WHEREAS, an Intergovernmental Agreement has been prepared setting forth the responsibilities of the County and Village relative to the Study; and

WHEREAS, the Village believes that the Intergovernmental Agreement will provide benefits to Village residents and businesses; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this Intergovernmental Agreement.

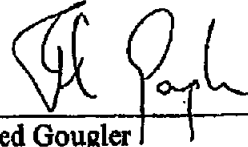
NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Northfield approves, authorizes and directs the Village Manager and Deputy Village Clerk of the Village of Northfield to execute the Intergovernmental Agreement and all related documents between the Village of Northfield and Cook County relative to the study of Happ Road, from Winnetka Road to Willow Road, County Section 16-W4044-00-FP, attached hereto as Exhibit A. All final changes are subject to the approval of the Village Manager.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17 day of May, 2016, by the Village President and Board of Trustees of the Village of Northfield, Illinois.



Fred Gougler
Village President

ATTEST:



Stacy Alberts Sigman
Village Clerk

INTERGOVERNMENTAL AGREEMENT AMENDMENT

THE COUNTY OF COOK
THE VILLAGE OF NORTHFIELD

HAPP ROAD
Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement Amendment ("AMENDMENT") is entered into this 16 day of MAY, 2018, by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways, (hereinafter called the "COUNTY"), and the Village of Northfield, (hereinafter called the "VILLAGE"), a municipal corporation of the State of Illinois, individually referred to as "PARTY," and collectively to as "PARTIES."

RECITALS

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement ("AGREEMENT") on June 29, 2016 to establish the responsibilities and costs associated with a Phase I Engineering Study for improvements along Happ Road from Winnetka Road to Willow Road (herein referred to as the "STUDY"), (incorporated herein as "EXHIBIT B"); and

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified, including preparation of a partial Intersection Design Study for the intersection of Happ Road and Willow Road, completion of a noise analysis for the full length of the Happ Road improvement, and an additional public involvement effort performed to complete the stakeholder Steering Committee meetings; and

WHEREAS, a cooperative AMENDMENT is appropriate and such an AMENDMENT is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the STUDY. The County shall pay for one hundred percent (100%) of the costs of the STUDY. The County's total estimated cost for the STUDY is Five Hundred Twenty-four Thousand Nine Hundred fifteen and 87/100 Dollars (\$524,915.87).
- C. A Revised Funding Breakdown is incorporated into this AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.
- D. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.

INTERGOVERNMENTAL AGREEMENT AMENDMENT

HAPP ROAD

Winnetka Road to Willow Road

Section: 16-W4044-00-FP

- E. This AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT expires or is terminated by both PARTIES in writing.
- F. This AMENDMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this AMENDMENT are agreed to and incorporated into this AMENDMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the COUNTY and VILLAGE have caused this AMENDMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:



Toni Preckwinkle
President
Cook County Board of Commissioners

This 16th day of MAY A.D. 2018.

ATTEST: 
County Clerk

(SEAL)

EXECUTED BY THE
VILLAGE OF NORTHFIELD:



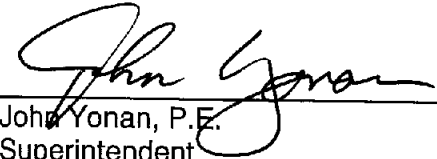
Joan Frazier
Village President

This 17 day of April A.D. 2018.

ATTEST: 
Dep. Village Clerk

(SEAL)

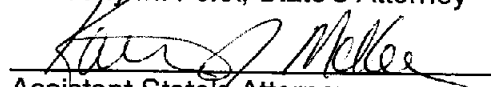
RECOMMENDED BY:



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

APPROVED AS TO FORM:

Kimberly M. Foxx, State's Attorney


Assistant State's Attorney

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAY 16 2018

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on May 16, 2018, passed the following Resolution:

**18-R-
RESOLUTION**

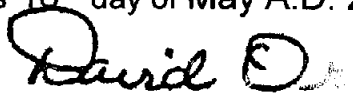
Sponsored by

**THE HONORABLE TONI PRECKWINKLE
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS**

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement Amendment with the Village of Northfield, said Amendment attached, wherein the Village is Lead Agency for Phase I engineering study for improvements along Happ Road from Winnetka Road to Willow Road and said Agreement is amended to increase the County's participatory share of costs for the Phase I engineering study, not to exceed \$524,915.87 (originally estimated as \$485,177.43); and, Cook County is to reimburse the Village of Northfield for said costs as part of the Phase I engineering study, Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is directed to take the necessary actions called for under the terms of the Amendment and is further directed to return one executed copy of said Amendment with this Resolution attached to the Village of Northfield to evidence the formal Agreement hereby resulting, and be bound by the terms thereof on behalf of the County.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 16th day of May A.D. 2018.



County Clerk

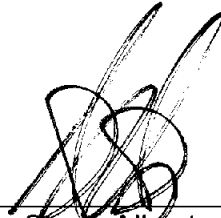
(SEAL)

REVISED EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILAGE SHARE	COUNTY SHARE
Original Agreement Phase I STUDY costs (6-29-16)	\$485,177.43	\$0	\$485,177.43
Additional Phase I STUDY costs	\$39,738.44	\$0	\$39,738.44
TOTAL	\$524,915.87	\$0	\$524,915.87

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of the Intergovernmental Agreement Amendment by and between Cook County through its Department of Transportation and Highways and the Village of Northfield which was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on April 17, 2018, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

VILLAGE OF NORTHFIELD

HAPP ROAD

Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois, and the Village of Northfield (the "Village"), a municipal corporation of the State of Illinois. The County and the Village 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 "the Act", (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

WHEREAS, the County and the Village are public agencies within the meaning of the Act, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the County and the Village, in order to facilitate the free flow of traffic and ensure the safety of pedestrians and the motoring public, are desirous of undertaking and completing a Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road Willow Road; and, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, stakeholder involvement, meetings and coordination with regulatory agencies, project administration and QA/QC (hereinafter called "STUDY"); and

WHEREAS, the STUDY is herein designated as County Section: 16-W4044-00-FP

WHEREAS, the VILLAGE and COUNTY established terms for the development of the STUDY for Happ Road from Winnetka Road to Willow Road in a Letter of Understanding dated July 31, 2015 and accepted by the VILLAGE on September 8, 2015; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective responsibilities toward engineering and funding of the STUDY.

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 set forth herein.

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnetka Road

Section:

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate two years after completion of the STUDY.

SECTION 3. STUDY FUNDS

- 3.1 County's Share of the STUDY. The County shall pay for one hundred (100%) percent of the costs of the STUDY. The County's total estimated cost for the STUDY is Four Hundred Eighty-Five Thousand One Hundred Seventy-Seven and 43/100 Dollars (\$485,177.43).
- 3.2 Village's Share of the STUDY. Except for costs related to Village authorized work that is outside the STUDY scope of work and subject to the availability of County Funding, the Village shall not incur any costs for the STUDY.
- 3.3 Cost Estimates. A Funding Breakdown for the STUDY 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 3.1 and 3.2 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Contract Review. The County shall review the STUDY Phase I engineering contract proposal for adequacy and acknowledge its concurrence for same to the Village.
- 4.2 Submittal Review. The County shall review consultant submittals in a timely manner.
- 4.3 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid on a progressive basis as follows:
 - 4.3.1 The first installment equal to thirty-five (35%) percent of the County share of the contract, in the amount of One Hundred Sixty-Nine Thousand Eight Hundred Dollars (\$169,800.00), shall be invoiced by the Village within ninety (90) days following County execution of this Agreement and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.
 - 4.3.2 The remaining balance of County obligations shall be invoiced by the Village on a progressive basis thereafter, following expenditure of the initial thirty-five (35%) percent of County share and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village as Lead Agent; Appropriation of Funds. The Village shall finance the engineering costs and act as Lead Agent for the STUDY with reimbursement from the County for its share of the STUDY.
- 5.2 Design Engineering. The Village shall execute an engineering services contract for the STUDY, subject to contract review and approval by the County.

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnètka Road

Section:

- 5.3 Public Meetings. The Village shall conduct a public meeting or hearing for the STUDY as required by IDOT.
- 5.4 Development. The Village shall submit STUDY reports, analyses, plans, technical presentations, studies, right-of-way documentation, etc. to the County and to IDOT for review and secure concurrence from the County and IDOT.
- 5.5 County's Identifier. The Village shall reference all correspondence, invoices and other documents for the STUDY with the County's identifier Section: 16-W4044-00-FP
- 5.6 STUDY Results. The Village shall furnish the County with three (3) copies of the Final Report for the STUDY upon completion.

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. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within thirty (30) days after written notice of breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County 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' notice to the Village.
- The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Failure of the Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the County, the Village 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' notice to the County.
- 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.

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnetka Road

Section:

- 6.4 Binding Successors. The County and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Force Majeure. Neither the County nor the Village 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.
- 6.6 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the STUDY timetable as determined by the Parties.
- 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 THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington, Suite 2300
Chicago, IL 60602

TO THE VILLAGE OF NORTHFIELD:

Ms. Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, Illinois 60093

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

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

EXECUTED BY COUNTY:

EXECUTED BY THE VILLGE OF NORTHFIELD

Toni Preckwinkle

Toni Preckwinkle
President
Board of County Commissioners

Stacy Sigman

Stacy Sigman
Village Manager

This 29 day of JUNE A.D. 2016.

This 17 day of May A.D. 2016.

ATTEST: David Orr
County Clerk

ATTEST: Holly McDonald
Clerk

(SEAL)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____



RECOMMENDED BY:

APPROVED AS TO FORM:

John Yovan
Superintendent
Department of Transportation and Highways

Anita Alvarez, State's Attorney
A. Alvarez 6-10-16
Assistant State's Attorney

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on June 29, 2016, passed the following Resolution:

16-R-

RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Northfield, attached, wherein the Village will be the lead agency for Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road to Willow Road, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage structure plans, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, meetings and coordination with regulatory agencies, administration and project coordination; that the County of Cook will pay for one hundred (100%) percent of the costs for the Phase I Engineering Study and reimburse the Village of Northfield for its share of said costs (estimated County share \$485,177.43) under County Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Northfield and implement the terms of the Agreement.

All of which appears from the records and files of my office.

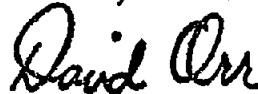
APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____

(SEAL)

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 29th day of June A.D. 2016.



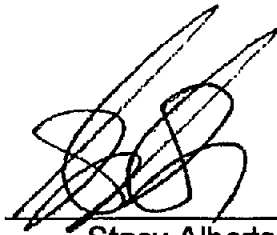
County Clerk

EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE SHARE	COUNTY SHARE
Phase I STUDY costs	\$485,177.43	\$0	\$485,177.43
TOTAL	\$485,177.43	\$0	\$485,177.43

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of Resolution No. R459-16 authorizing the Village Manager and Deputy Village clerk to execute an Intergovernmental Agreement between the Village of Northfield and the County of Cook, Illinois, and was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on May 17, 2016, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield

Seal



RESOLUTION NO. R459-16

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND DEPUTY VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK, ILLINOIS

WHEREAS, the Village of Northfield ("Village"), Cook County, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village and the County of Cook ("County"), through the County's Department of Transportation and Highways, desire to enter into an Intergovernmental Agreement to facilitate a Phase I Study of Happ Road ("Study") from Winnetka Road to Willow Road ("Happ Road"), therein designated as County Section: 16-W4044-00-FP; and

WHEREAS, the Village and County have negotiated an agreement with Patrick Engineering for the Study; and

WHEREAS, an Intergovernmental Agreement has been prepared setting forth the responsibilities of the County and Village relative to the Study; and

WHEREAS, the Village believes that the Intergovernmental Agreement will provide benefits to Village residents and businesses; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this Intergovernmental Agreement.

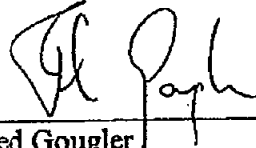
NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Northfield approves, authorizes and directs the Village Manager and Deputy Village Clerk of the Village of Northfield to execute the Intergovernmental Agreement and all related documents between the Village of Northfield and Cook County relative to the study of Happ Road, from Winnetka Road to Willow Road, County Section 16-W4044-00-FP, attached hereto as **Exhibit A**. All final changes are subject to the approval of the Village Manager.

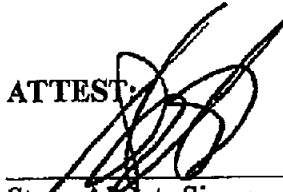
SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17 day of May, 2016, by the Village President and Board of Trustees of the Village of Northfield, Illinois.



Fred Gougler
Village President

ATTEST:



Stacy Alberts Sigman
Village Clerk

INTERGOVERNMENTAL AGREEMENT AMENDMENT

THE COUNTY OF COOK

THE VILLAGE OF NORTHFIELD

HAPP ROAD

Winnetka Road to Willow Road

Section: 16-W4044-00-FP

This Intergovernmental Agreement Amendment ("AMENDMENT") is entered into this 16 day of MAY, 2018, by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways, (hereinafter called the "COUNTY"), and the Village of Northfield, (hereinafter called the "VILLAGE"), a municipal corporation of the State of Illinois, individually referred to as "PARTY," and collectively to as "PARTIES."

RECITALS

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement ("AGREEMENT") on June 29, 2016 to establish the responsibilities and costs associated with a Phase I Engineering Study for improvements along Happ Road from Winnetka Road to Willow Road (herein referred to as the "STUDY"), (incorporated herein as "EXHIBIT B"); and

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified, including preparation of a partial Intersection Design Study for the intersection of Happ Road and Willow Road, completion of a noise analysis for the full length of the Happ Road improvement, and an additional public involvement effort performed to complete the stakeholder Steering Committee meetings; and

WHEREAS, a cooperative AMENDMENT is appropriate and such an AMENDMENT is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the STUDY. The County shall pay for one hundred percent (100%) of the costs of the STUDY. The County's total estimated cost for the STUDY is Five Hundred Twenty-four Thousand Nine Hundred fifteen and 87/100 Dollars (\$524,915.87).
- C. A Revised Funding Breakdown is incorporated into this AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.
- D. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.

- E. This AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT expires or is terminated by both PARTIES in writing.
- F. This AMENDMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this AMENDMENT are agreed to and incorporated into this AMENDMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the COUNTY and VILLAGE have caused this AMENDMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

Toni Preckwinkle
Toni Preckwinkle
President
Cook County Board of Commissioners

This 16th day of MAY A.D. 2018.

ATTEST: David Orr
County Clerk

(SEAL)

EXECUTED BY THE
VILLAGE OF NORTHFIELD:

Joan Frazier
Joan Frazier
Village President

This 17 day of April A.D. 2018.

ATTEST: Debbie McDonald
Dep. Village Clerk

(SEAL)

RECOMMENDED BY:

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

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

Kimberly M. Foxx
Assistant State's Attorney

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAY 16 2018

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on May 16, 2018, passed the following Resolution:

**18-R-
RESOLUTION**

Sponsored by

THE HONORABLE TONI PRECKWINKLE

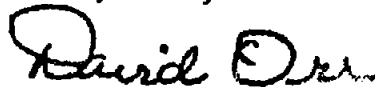
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement Amendment with the Village of Northfield, said Amendment attached, wherein the Village is Lead Agency for Phase I engineering study for improvements along Happ Road from Winnetka Road to Willow Road and said Agreement is amended to increase the County's participatory share of costs for the Phase I engineering study, not to exceed \$524,915.87 (originally estimated as \$485,177.43); and, Cook County is to reimburse the Village of Northfield for said costs as part of the Phase I engineering study, Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is directed to take the necessary actions called for under the terms of the Amendment and is further directed to return one executed copy of said Amendment with this Resolution attached to the Village of Northfield to evidence the formal Agreement hereby resulting, and be bound by the terms thereof on behalf of the County.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 16th day of May A.D. 2018.

(SEAL)



County Clerk

REVISED EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILAGE SHARE	COUNTY SHARE
Original Agreement Phase I STUDY costs (6-29-16)	\$485,177.43	\$0	\$485,177.43
Additional Phase I STUDY costs	\$39,738.44	\$0	\$39,738.44
TOTAL	\$524,915.87	\$0	\$524,915.87

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of the Intergovernmental Agreement Amendment by and between Cook County through its Department of Transportation and Highways and the Village of Northfield which was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on April 17, 2018, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK
VILLAGE OF NORTHFIELD

HAPP ROAD
Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois, and the Village of Northfield (the "Village"), a municipal corporation of the State of Illinois. The County and the Village 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 "the Act", (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

WHEREAS, the County and the Village are public agencies within the meaning of the Act, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the County and the Village, in order to facilitate the free flow of traffic and ensure the safety of pedestrians and the motoring public, are desirous of undertaking and completing a Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road Willow Road; and, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, stakeholder involvement, meetings and coordination with regulatory agencies, project administration and QA/QC (hereinafter called "STUDY"); and

WHEREAS, the STUDY is herein designated as County Section: 16-W4044-00-FP

WHEREAS, the VILLAGE and COUNTY established terms for the development of the STUDY for Happ Road from Winnetka Road to Willow Road in a Letter of Understanding dated July 31, 2015 and accepted by the VILLAGE on September 8, 2015; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective responsibilities toward engineering and funding of the STUDY.

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 set forth herein.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate two years after completion of the STUDY.

SECTION 3. STUDY FUNDS

- 3.1 County's Share of the STUDY. The County shall pay for one hundred (100%) percent of the costs of the STUDY. The County's total estimated cost for the STUDY is Four Hundred Eighty-Five Thousand One Hundred Seventy-Seven and 43/100 Dollars (\$485,177.43).
- 3.2 Village's Share of the STUDY. Except for costs related to Village authorized work that is outside the STUDY scope of work and subject to the availability of County Funding, the Village shall not incur any costs for the STUDY.
- 3.3 Cost Estimates. A Funding Breakdown for the STUDY 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 3.1 and 3.2 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Contract Review. The County shall review the STUDY Phase I engineering contract proposal for adequacy and acknowledge its concurrence for same to the Village.
- 4.2 Submittal Review. The County shall review consultant submittals in a timely manner.
- 4.3 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid on a progressive basis as follows:
 - 4.3.1 The first installment equal to thirty-five (35%) percent of the County share of the contract, in the amount of One Hundred Sixty-Nine Thousand Eight Hundred Dollars (\$169,800.00), shall be invoiced by the Village within ninety (90) days following County execution of this Agreement and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.
 - 4.3.2 The remaining balance of County obligations shall be invoiced by the Village on a progressive basis thereafter, following expenditure of the initial thirty-five (35%) percent of County share and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village as Lead Agent; Appropriation of Funds. The Village shall finance the engineering costs and act as Lead Agent for the STUDY with reimbursement from the County for its share of the STUDY.
- 5.2 Design Engineering. The Village shall execute an engineering services contract for the STUDY, subject to contract review and approval by the County.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

- 5.3 Public Meetings. The Village shall conduct a public meeting or hearing for the STUDY as required by IDOT.
- 5.4 Development. The Village shall submit STUDY reports, analyses, plans, technical presentations, studies, right-of-way documentation, etc. to the County and to IDOT for review and secure concurrence from the County and IDOT.
- 5.5 County's Identifier. The Village shall reference all correspondence, invoices and other documents for the STUDY with the County's identifier Section: 16-W4044-00-FP
- 5.6 STUDY Results. The Village shall furnish the County with three (3) copies of the Final Report for the STUDY upon completion.

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. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within thirty (30) days after written notice of breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County 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' notice to the Village.
- The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Failure of the Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the County, the Village 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' notice to the County.
- 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.

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnetka Road

Section:

- 6.4 Binding Successors. The County and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Force Majeure. Neither the County nor the Village 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.
- 6.6 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the STUDY timetable as determined by the Parties.
- 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 THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington, Suite 2300
Chicago, IL 60602

TO THE VILLAGE OF NORTHFIELD:

Ms. Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, Illinois 60093

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

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

EXECUTED BY COUNTY:

EXECUTED BY THE VILLGE OF NORTHFIELD

Toni Preckwinkle
Toni Preckwinkle
President
Board of County Commissioners

Stacy Sigman
Stacy Sigman
Village Manager

This 29 day of JUNE A.D. 2016.

This 17 day of May A.D. 2016.

ATTEST: David Orr
County Clerk

ATTEST: Holly McDonald
Clerk

(SEAL)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM. _____



RECOMMENDED BY:

APPROVED AS TO FORM:
Anita Alvarez, State's Attorney

John Givan
Superintendent
Department of Transportation and Highways

A. Alvarez 6-10-16
Assistant State's Attorney

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on June 29, 2016, passed the following Resolution:

16-R-

RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Northfield, attached, wherein the Village will be the lead agency for Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road to Willow Road, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage structure plans, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, meetings and coordination with regulatory agencies, administration and project coordination; that the County of Cook will pay for one hundred (100%) percent of the costs for the Phase I Engineering Study and reimburse the Village of Northfield for its share of said costs (estimated County share \$485,177.43) under County Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Northfield and implement the terms of the Agreement.

All of which appears from the records and files of my office.

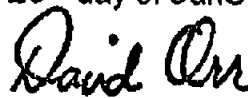
APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM. _____

(SEAL)

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 29th day of June A.D. 2016.

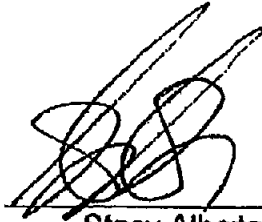


County Clerk

EXHIBIT A
Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE SHARE	COUNTY SHARE
Phase I STUDY costs	\$485,177.43	\$0	\$485,177.43
TOTAL	\$485,177.43	\$0	\$485,177.43

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of Resolution No. R459-16 authorizing the Village Manager and Deputy Village clerk to execute an Intergovernmental Agreement between the Village of Northfield and the County of Cook, Illinois, and was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on May 17, 2016, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield

Seal



RESOLUTION NO. R459-16

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND DEPUTY VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK, ILLINOIS

WHEREAS, the Village of Northfield ("Village"), Cook County, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village and the County of Cook ("County"), through the County's Department of Transportation and Highways, desire to enter into an Intergovernmental Agreement to facilitate a Phase I Study of Happ Road ("Study") from Winnetka Road to Willow Road ("Happ Road"), therein designated as County Section: 16-W4044-00-FP; and

WHEREAS, the Village and County have negotiated an agreement with Patrick Engineering for the Study; and

WHEREAS, an Intergovernmental Agreement has been prepared setting forth the responsibilities of the County and Village relative to the Study; and

WHEREAS, the Village believes that the Intergovernmental Agreement will provide benefits to Village residents and businesses; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this Intergovernmental Agreement.

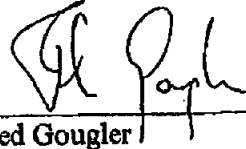
NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Northfield approves, authorizes and directs the Village Manager and Deputy Village Clerk of the Village of Northfield to execute the Intergovernmental Agreement and all related documents between the Village of Northfield and Cook County relative to the study of Happ Road, from Winnetka Road to Willow Road, County Section 16-W4044-00-FP, attached hereto as Exhibit A. All final changes are subject to the approval of the Village Manager.


SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17 day of May, 2016, by the Village President and Board of Trustees of the Village of Northfield, Illinois.

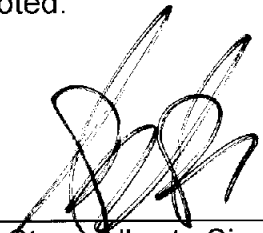


Fred Gougler
Village President

ATTEST:


Stacy Alberts Sigman
Village Clerk

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of the Intergovernmental Agreement Amendment by and between Cook County through its Department of Transportation and Highways and the Village of Northfield which was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on April 17, 2018, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



INTERGOVERNMENTAL AGREEMENT AMENDMENT

THE COUNTY OF COOK
THE VILLAGE OF NORTHFIELD

HAPP ROAD
Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement Amendment ("AMENDMENT") is entered into this ____ day of _____, 2018, by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways, (hereinafter called the "COUNTY"), and the Village of Northfield, (hereinafter called the "VILLAGE"), a municipal corporation of the State of Illinois, individually referred to as "PARTY," and collectively to as "PARTIES."

RECITALS

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement ("AGREEMENT") on June 29, 2016 to establish the responsibilities and costs associated with a Phase I Engineering Study for improvements along Happ Road from Winnetka Road to Willow Road (herein referred to as the "STUDY"), (incorporated herein as "EXHIBIT B"); and

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified, including preparation of a partial Intersection Design Study for the intersection of Happ Road and Willow Road, completion of a noise analysis for the full length of the Happ Road improvement, and an additional public involvement effort performed to complete the stakeholder Steering Committee meetings; and

WHEREAS, a cooperative AMENDMENT is appropriate and such an AMENDMENT is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the STUDY. The County shall pay for one hundred percent (100%) of the costs of the STUDY. The County's total estimated cost for the STUDY is Five Hundred Twenty-four Thousand Nine Hundred fifteen and 87/100 Dollars (\$524,915.87).
- C. A Revised Funding Breakdown is incorporated into this AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.
- D. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.

INTERGOVERNMENTAL AGREEMENT AMENDMENT

HAPP ROAD

Winnetka Road to Willow Road

Section: 16-W4044-00-FP

- E. This AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT expires or is terminated by both PARTIES in writing.
- F. This AMENDMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this AMENDMENT are agreed to and incorporated into this AMENDMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the COUNTY and VILLAGE have caused this AMENDMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

Toni Preckwinkle
President
Cook County Board of Commissioners

This ____ day of _____ A.D. 2018.

ATTEST: _____
County Clerk

(SEAL)

EXECUTED BY THE
VILLAGE OF NORTHFIELD:

Joan Frazier
Village President

This 17 day of April A.D. 2018.

ATTEST: Wally McDonald
Dep. Village Clerk

(SEAL)

RECOMMENDED BY:

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

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

Assistant State's Attorney

REVISED EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILAGE SHARE	COUNTY SHARE
Original Agreement Phase I STUDY costs (6-29-16)	\$485,177.43	\$0	\$485,177.43
Additional Phase I STUDY costs	\$39,738.44	\$0	\$39,738.44
TOTAL	\$524,915.87	\$0	\$524,915.87

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

VILLAGE OF NORTHFIELD

HAPP ROAD

Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois, and the Village of Northfield (the "Village"), a municipal corporation of the State of Illinois. The County and the Village 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 "the Act", (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

WHEREAS, the County and the Village are public agencies within the meaning of the Act, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the County and the Village, in order to facilitate the free flow of traffic and ensure the safety of pedestrians and the motoring public, are desirous of undertaking and completing a Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road Willow Road; and, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, stakeholder involvement, meetings and coordination with regulatory agencies, project administration and QA/QC (hereinafter called "STUDY"); and

WHEREAS, the STUDY is herein designated as County Section: 16-W4044-00-FP

WHEREAS, the VILLAGE and COUNTY established terms for the development of the STUDY for Happ Road from Winnetka Road to Willow Road in a Letter of Understanding dated July 31, 2015 and accepted by the VILLAGE on September 8, 2015; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective responsibilities toward engineering and funding of the STUDY.

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 set forth herein.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate two years after completion of the STUDY.

SECTION 3. STUDY FUNDS

- 3.1 County's Share of the STUDY. The County shall pay for one hundred (100%) percent of the costs of the STUDY. The County's total estimated cost for the STUDY is Four Hundred Eighty-Five Thousand One Hundred Seventy-Seven and 43/100 Dollars (\$485,177.43).
- 3.2 Village's Share of the STUDY. Except for costs related to Village authorized work that is outside the STUDY scope of work and subject to the availability of County Funding, the Village shall not incur any costs for the STUDY.
- 3.3 Cost Estimates. A Funding Breakdown for the STUDY 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 3.1 and 3.2 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Contract Review. The County shall review the STUDY Phase I engineering contract proposal for adequacy and acknowledge its concurrence for same to the Village.
- 4.2 Submittal Review. The County shall review consultant submittals in a timely manner.
- 4.3 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid on a progressive basis as follows:
 - 4.3.1 The first installment equal to thirty-five (35%) percent of the County share of the contract, in the amount of One Hundred Sixty-Nine Thousand Eight Hundred Dollars (\$169,800.00), shall be invoiced by the Village within ninety (90) days following County execution of this Agreement and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.
 - 4.3.2 The remaining balance of County obligations shall be invoiced by the Village on a progressive basis thereafter, following expenditure of the initial thirty-five (35%) percent of County share and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village as Lead Agent; Appropriation of Funds. The Village shall finance the engineering costs and act as Lead Agent for the STUDY with reimbursement from the County for its share of the STUDY.
- 5.2 Design Engineering. The Village shall execute an engineering services contract for the STUDY, subject to contract review and approval by the County.

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnetka Road

Section:

- 5.3 Public Meetings. The Village shall conduct a public meeting or hearing for the STUDY as required by IDOT.
- 5.4 Development. The Village shall submit STUDY reports, analyses, plans, technical presentations, studies, right-of-way documentation, etc. to the County and to IDOT for review and secure concurrence from the County and IDOT.
- 5.5 County's Identifier. The Village shall reference all correspondence, invoices and other documents for the STUDY with the County's identifier Section: 16-W4044-00-FP
- 5.6 STUDY Results. The Village shall furnish the County with three (3) copies of the Final Report for the STUDY upon completion.

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. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within thirty (30) days after written notice of breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County 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' notice to the Village.
- The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Failure of the Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the County, the Village 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' notice to the County.
- 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.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

- 6.4 Binding Successors. The County and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Force Majeure. Neither the County nor the Village 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.
- 6.6 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the STUDY timetable as determined by the Parties.
- 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 THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington, Suite 2300
Chicago, IL 60602

TO THE VILLAGE OF NORTHFIELD:

Ms. Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, Illinois 60093

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

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

EXECUTED BY COUNTY:

EXECUTED BY THE VILLGE OF
NORTHFIELD.

Toni Preckwinkle

Toni Preckwinkle
President
Board of County Commissioners

[Signature]

Stacy Sigman
Village Manager

This 29 day of JUNE A.D. 2016.

This 17 day of May A.D. 2016.

ATTEST: [Signature]
County Clerk

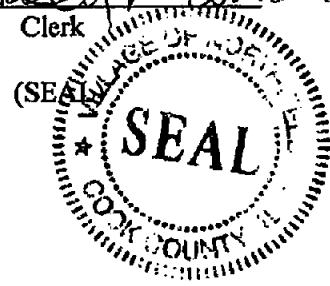
ATTEST: [Signature]
Clerk

(SEAL)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____



RECOMMENDED BY:

APPROVED AS TO FORM:

[Signature]
Superintendent
Department of Transportation and Highways

Anita Alvarez, State's Attorney
[Signature] 6-10-16
Assistant State's Attorney

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on June 29, 2016, passed the following Resolution:

**16-R-
RESOLUTION**

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Northfield, attached, wherein the Village will be the lead agency for Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road to Willow Road, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage structure plans, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, meetings and coordination with regulatory agencies, administration and project coordination; that the County of Cook will pay for one hundred (100%) percent of the costs for the Phase I Engineering Study and reimburse the Village of Northfield for its share of said costs (estimated County share \$485,177.43) under County Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Northfield and implement the terms of the Agreement.

All of which appears from the records and files of my office.

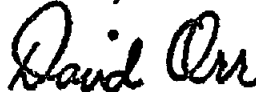
APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____

(SEAL)

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 29th day of June A.D. 2016.



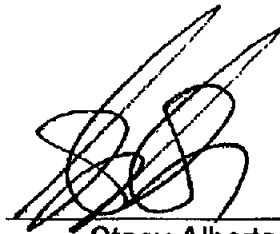
County Clerk

EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE SHARE	COUNTY SHARE
Phase I STUDY costs	\$485,177.43	\$0	\$485,177.43
TOTAL	\$485,177.43	\$0	\$485,177.43

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of Resolution No. R459-16 authorizing the Village Manager and Deputy Village clerk to execute an Intergovernmental Agreement between the Village of Northfield and the County of Cook, Illinois, and was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on May 17, 2016, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



RESOLUTION NO. R459-16

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND DEPUTY VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK, ILLINOIS

WHEREAS, the Village of Northfield ("Village"), Cook County, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village and the County of Cook ("County"), through the County's Department of Transportation and Highways, desire to enter into an Intergovernmental Agreement to facilitate a Phase I Study of Happ Road ("Study") from Winnetka Road to Willow Road ("Happ Road"), therein designated as County Section: 16-W4044-00-FP; and

WHEREAS, the Village and County have negotiated an agreement with Patrick Engineering for the Study; and

WHEREAS, an Intergovernmental Agreement has been prepared setting forth the responsibilities of the County and Village relative to the Study; and

WHEREAS, the Village believes that the Intergovernmental Agreement will provide benefits to Village residents and businesses; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this Intergovernmental Agreement.

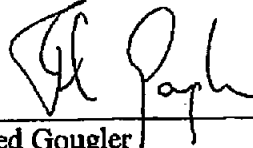
NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Northfield approves, authorizes and directs the Village Manager and Deputy Village Clerk of the Village of Northfield to execute the Intergovernmental Agreement and all related documents between the Village of Northfield and Cook County relative to the study of Happ Road, from Winnetka Road to Willow Road, County Section 16-W4044-00-FP, attached hereto as **Exhibit A**. All final changes are subject to the approval of the Village Manager.

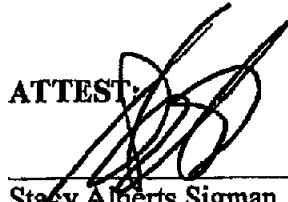
SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17 day of May, 2016, by the Village President and Board of Trustees of the Village of Northfield, Illinois.

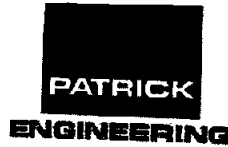


Fred Gougler
Village President

ATTEST:



Stacey Alberts Sigman
Village Clerk



April 9, 2018

Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, IL 60093

Reference: Happ Road Phase I Study – Additional Services

Dear Mrs. Sigman:

Enclosed for your review, please find Patrick Engineering Inc.'s defined scope and CECS pricing forms for the additional services requested during the FHWA/IDOT Suburban Coordination meeting held on January 9, 2018.

The additional services consist of the following tasks:

1. Prepare a partial IDS for the intersection of Happ Road and Willow Road
2. Complete a noise analysis for the full length of the Happ Road improvement

Also included in the scope and pricing is the additional public involvement effort performed to complete the stakeholder Steering Committee meetings.

The total cost for the additional services is \$39,740.

We are committed to meeting the Village's needs and completing the Happ Road Corridor Study. If you have any questions or require additional information, please do not hesitate to contact me at 312.201.7951 or slynch@patrickco.com.

Sincerely,

PATRICK ENGINEERING INC.


A handwritten signature in black ink, appearing to read "Steve Lynch".

Steve Lynch, PE
Project Manager

SRL

Enclosure: IDOT BLR 05610 – Preliminary Engineering Service Agreement
Additional Service Scope
IDOT BDE 3604 – Pricing Template

cc: Jarrod Cebulski, Patrick Engineering Inc.

Local Public Agency Village of Northfield	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Patrick Engineering Inc.
County Cook				Address 4970 Varsity Drive
Section 16-00054-00-PV				City Lisle
Project No.				State IL
Job No.				Zip Code 60532
Contact Name/Phone/E-mail Address Stacy Sigman (847) 441-3852 ssigman@northfieldil.org				Contact Name/Phone/E-mail Address Jarrod Cebulski (630) 795-7468 icebulski@patrickco.com

THIS AGREEMENT is made and entered into this 09 day of April, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Happ Road Route _____ Length 0.70 MI Structure No. N/A
 Termini Winnetka Road to Willow Road

Description Rehabilitation / Reconstruction of Happ Road, the Happ Road intersections of Orchard Lane/Walnut Street and Winnetka Road and drainage improvements associated with the roadway improvements.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
3. To complete the services herein described within 120 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 10. To pay its subcontractors for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
- 13. Scope of Services to be provided by the ENGINEER:
 - Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upsteam and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

... THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

- CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate

- (Pay per element)

Lump Sum

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) Final Payment – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3601 et seq.).

5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40U.S.C. 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Exhibit C Federal Qualification Based Selection (QBS) Checklist

Local Public Agency _____
Section Number _____
Project Number _____
Job Number _____

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____		
3.	Was the scope of services for this project clearly defined? <input type="checkbox"/> Yes <input type="checkbox"/> No		
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: _____ Method(s) used for advertisement and dates of advertisement: _____		
5.	Do the written QBS policies and procedures cover conflicts of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input type="checkbox"/> Yes <input type="checkbox"/> No		
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Criteria for this project	Weighting	Criteria for this project Weighting
	_____	_____ %	_____ %
	_____	_____ %	_____ %
	_____	_____ %	_____ %
	_____	_____ %	_____ %
8.	Do the written QBS policies and procedures discuss the method of selection? <input type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: _____ Top three consultants selected for this project in order: 1) _____ 2) _____ 3) _____ If less than 3 responses were received, IDOT's approval date: _____		
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input type="checkbox"/> Yes <input type="checkbox"/> No		
10.	Were negotiations for this project performed in accordance with federal requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No		
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.		
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input type="checkbox"/> Yes <input type="checkbox"/> No		

evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? Yes No

Phase I Engineering and Environmental Study

This document describes the additional scope of work associated with the Phase I Engineering and Environmental Study for Happ Road from Winnetka Road to Willow Road in the Village of Northfield.

Task Headings used to correspond with the original Agreement.

Per direction given at the FHWA/IDOT Suburban Coordination Meeting held on January 9, 2018, the following additional services were requested:

Work Task 8 - Intersection Design Studies

A partial Intersection Design Studies (IDS) will be prepared for the intersection of Happ Road and Willow Road. The IDS will only show the changes made to the south leg of the intersection. The associated capacity analysis using Highway Capacity Software (HCS – per IDOT requirements) will be used.

Specific work tasks will include:

- Prepare capacity analysis using HCS
- Prepare Synchro model
- Prepare IDS sheets for showing the changes to the south leg of the intersection

Work Task 9 - Environmental Analyses

Noise Analysis

Data Collection and Receptor Identification

H&H will complete a desktop-level review of the project area and develop a noise receptor location map for the project area. The map will detail the anticipated Common Noise Environments and noise receptors within 500' of the edge of the proposed improvements (subject to revision based on field review during noise monitoring), and identify twenty-five to fifty percent of the receptors for noise monitoring (subject to revision based on field review during noise monitoring). The receptor map will be submitted to the Village and CCDOTH for review and concurrence.

H&H will submit a data request to the Village for the information required for the noise analysis. In addition, land use data and areas with valid building permits will be identified. This task also includes the preparation of data inputs for the traffic noise modeling work.

Noise Monitoring

It is anticipated that twenty-five to fifty percent of the noise receptors identified will be noise monitored in the field to collect existing noise and/or traffic data to be used for traffic noise model validation. At each monitoring location, noise measurements will be conducted at the receptor location or a representative location. Noise levels at these locations will be measured with a Bruel & Kjaer Type 2250L or comparable noise meter. Noise measurements will be conducted for approximately ten to

fifteen minutes at each monitoring location. Noise monitoring will be weather-dependent. During each monitoring period, car, medium truck, and heavy truck volumes will be counted, where applicable. This task includes time to document the monitoring results and to prepare the monitoring data for the model validation process.

An access letter granting the project team access to private property will be provided by the Village, if available. This letter will serve as public notification, and will be given to property owners who inquire about the project during the noise monitoring.

Traffic Noise Modeling and Report

Traffic noise models will be developed for the existing, future no-build, and future build conditions for the project corridor. The existing condition model will be validated with the noise monitoring results. Traffic impacts will be identified for the build scenario using the IDOT highway traffic noise handbook and BDE manual, which incorporate FHWA procedures.

If traffic noise impacts are identified in the project corridor, a traffic noise abatement analysis will be completed, following IDOT procedures. A traffic noise report will be prepared detailing the traffic noise analysis and results.

This scope of services does not include any public coordination to collect viewpoints of receptors benefitted by reasonable and feasible noise barriers.

Work Task 11 - Stakeholder Involvement

Stakeholder Meetings:

Three additional stakeholder meetings were performed for the project (A total of five Stakeholder Meetings). The original scope anticipated two stakeholder meetings.

These stakeholder meetings solicit input from those affected by or interested in the project. They are held in a workshop format. Specific work tasks associated with the Stakeholder Meetings include the following:

- Prepare Meeting Agenda and submit to the Village for concurrence
- Prepare meeting invite letters and emails, and distribute pre-meeting materials
- Prepare meeting presentation and materials
- Staff attendance at meeting
- Prepare meeting minutes/summary and distribute

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES**

ering Inc.
ering Inc.

DATE 04/09/18
PTB-ITEM # 0

CONTRACT TERM 4 MONTHS
START DATE 5/1/2018
RAISE DATE ANNIVERSARY

OVERHEAD RATE 158.06%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

Determine the ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.50%

Escalation for this project would be: 0.50%

PAYROLL RATES

FIRM NAME Patrick Engineering Inc. **DATE** 04/09/18
PRIME/SUPPLEMENT Supplement
PTB-ITEM # 0

ESCALATION FACTOR **0.50%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principle	\$70.00	\$70.35
Project Manager/Director	\$68.72	\$69.06
Project Engineer 3/4	\$52.26	\$52.52
Project Engineer 1/2	\$41.54	\$41.74
Staff Engineer 3	\$37.01	\$37.20
Staff Engineer 2	\$31.07	\$31.22
Staff Engineer 1	\$27.52	\$27.66
Technician	\$21.21	\$21.31
Staff Geologist	\$37.98	\$38.17
Survey Director	\$61.50	\$61.81
Project Surveyor	\$36.46	\$36.64
Staff Surveyor	\$24.74	\$24.87
Administrative Assistant	\$21.21	\$21.31

AVERAGE HOURLY PROJECT RATES

g Inc.

DATE 04/09/18

SHEET 1 OF 3

D.J. RATES			Data Collection			Aerial Mosaics			Survey			Crash Analysis			Alt Geo Studies		
Rate	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
1.0	9.46%	6.62															
2.0	21.62%	14.93															
3.0	2.70%	1.42													4	4.26%	2.23
4.0	27.03%	11.28													40	42.55%	17.78
5.0															50	53.19%	16.61
6.0																	
7.0																	
8.0																	
9.0																	
10.0																	
11.0																	
12.0																	
13.0																	
14.0																	
15.0																	
16.0																	
17.0																	
18.0	100%	\$46.49	0.0	0.00%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	94.0	100%	\$36.61

The Village of Northfield

April 20, 2018

VIA FEDERAL EXPRESS

Pankaj Dave, P.E.
Cook County Dept. of Transportation & Highways
Project Development Bureau
69 W. Washington Street, 23rd Floor
Chicago, IL 60602

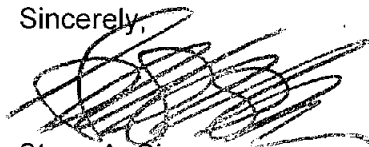
Re: Intergovernmental Agreement Amendment
Village of Northfield

Dear Ms. Dave:

Enclosed please find two originals of the Intergovernmental Agreement Amendment for the Village of Northfield. Please return a fully executed copy to us.

Thank you.

Sincerely,



Stacy A. Sigman
Village Manager


SAS/hm
Encls.



12A&B

Agenda Item Number

VILLAGE OF NORTHFIELD REGULAR BOARD MEETING SUMMARY SHEET

Meeting Date: <u>April 17, 2018</u>	<input type="checkbox"/> Ordinance
Subject: <u>Amendment to Intergovernmental Agreement</u>	<input type="checkbox"/> Resolution
	<input checked="" type="checkbox"/> Agreement
Submitted By: <u>Stacy Alberts Sigman, Village Manager</u> 	<input type="checkbox"/> Information
Department: <u>Village Managers Office</u>	<input type="checkbox"/> Other:

Details:

13A - Patrick Contract Amendment. During IDOT's initial review of the Happ Road Phase I plans, they determined that we need to undertake a partial Intersection Design Study (IDS) for the intersection of Happ and Willow and a noise analysis for the full length of the study corridor. Over the past year, Patrick also facilitated 3 additional stakeholder meetings, at the request of the Happ Road Steering Committee.

None of the above studies or meetings were covered in the scope of services in the original contract. Patrick Engineering is requesting an additional \$39,738.44 to cover the additional services. The Northfield and Cook County staffs have reviewed the requested scope and fee changes and we believe the adjustment is warranted. The detailed scope of additional services with payroll rates and hours is attached.

13B – Cook County Intergovernmental Agreement (IGA) Amendment. The Village of Northfield is the lead agency for the Happ Road Phase I project however, based on an existing IGA, Cook County reimburses us 100% of the project costs. An amendment to the IGA has been drafted to cover the reimbursement of the additional services set forth above. As you can see on the attached, the proposed amendment increases the total County funding/reimbursement to \$524,915.87 which is \$39,738.44 higher than the initial IGA.

Executive Action:

- A. A motion to approve an amendment to our Patrick Engineering contract, in the amount of \$39,738.44, for additional services**
- B. A motion to approve an amendment to the Intergovernmental Agreement with Cook County to provide for the reimbursement of the additional services costs associated with the Patrick Engineering contract.**