

INTERGOVERNMENTAL AGREEMENT

VILLAGE OF MOUNT PROSPECT

CENTRAL ROAD

At Arthur Avenue

VILLAGE OF ARLINGTON HEIGHTS

CENTRAL ROAD

At Bosch Driveway

This Intergovernmental Agreement (the “Agreement”) is made and entered into by and between the Village of Mount Prospect (“Mount Prospect”), a municipal corporation of the State of Illinois, and the Village of Arlington Heights (“Arlington Heights”), a municipal corporation of the State of Illinois. Mount Prospect and Arlington Heights are sometimes collectively referred to as the “Parties.”

RECITALS

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

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

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

WHEREAS, in order to ensure the safety of pedestrians and the motoring public, Mount Prospect and Arlington Heights wish to make pedestrian safety improvements at the intersections of Central Road and Arthur Avenue and Central Road and Bosch Driveway; and

WHEREAS, the improvement is described as additional pedestrian signals and appurtenances to provide a complete crossing system at both intersections, sidewalks, Americans with Disabilities Act (“ADA”) compliant sidewalk ramps and crosswalk pavement markings (hereinafter called “Project”); and

WHEREAS, Mount Prospect and Arlington Heights, by this instrument, desire to memorialize their respective obligations and responsibilities toward plan development, engineering, construction and funding, as well as future maintenance responsibilities of the completed Project; and

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

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. TERM AND TERMINATION

This Agreement between Mount Prospect and Arlington Heights shall not become effective unless authorized and executed by authorized representatives of both municipalities. This Agreement is a legal, valid and binding agreement, enforceable against both Mount Prospect and Arlington Heights in accordance with its terms. This Agreement shall terminate upon completion of the Project.

SECTION 3. PROJECT FUNDS

- 3.1 Mount Prospect's Share of the Project. Mount Prospect's share of the expenses for the Project shall be equal to 33% of the total costs of the Project that consist of design engineering, construction engineering and construction costs and is estimated as \$25,740.
- 3.2 Arlington Heights' Share of the Project. Arlington Heights' share of the expenses for the Project shall be equal to 67% of the total costs of the Project that consist of design engineering, construction engineering and construction costs and is estimated as \$52,260.
- 3.3 Cost Estimates. The Mount Prospect share and the Arlington Heights share are more fully described in the Funding Breakdown for the Project which 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. PROJECT REVIEW AND APPROVAL

The Project will require review and approval from the Illinois Department of Transportation ("IDOT"). A permit from IDOT will be needed prior to construction and such permit will be issued to Mount Prospect as the Lead Agent for the Project.

SECTION 5. ENGINEERING CONSULTANT AND CONTRACTOR

- 5.1 An engineering consultant will need to be retained for the Project and a contractor will be needed for Project construction.
- 5.2 The engineering consultant will provide professional services for developing plans and specifications for the Project, incorporating the pedestrian signal timing into the overall traffic signal timing program, obtaining necessary approvals from IDOT, providing a construction cost estimate, assisting with the bid process and providing construction inspection.

- 5.3 The contractor shall manage the construction activities related to the Project and meet all the requirements set forth by IDOT and Mount Prospect and/or Arlington Heights and included in the engineering plans and specifications.

SECTION 6. MOUNT PROSPECT'S RESPONSIBILITIES

- 6.1 Mount Prospect as the Lead Agent. Mount Prospect shall act as the Lead Agent for the Project. As the Lead Agent, Mount Prospect will have oversight for the plan development phase of the Project, the bid process and procedures, and the construction phase.
- 6.2 Engineering Consultant and Contractor. Mount Prospect will secure the engineering consultant and the contractor who shall perform the services described in Section 5 above, with the input and concurrence of Arlington Heights. Mount Prospect shall have the sole expense for the costs of any Request for Proposals ("RFP") and/or bidding processes required to secure the services of the engineering consultant and the contractor for the Project.
- 6.3 Design Engineering. Mount Prospect shall conduct design engineering and prepare the Project construction plans, specifications, estimates and contract documents, with the input and concurrence of Arlington Heights, and obtain the necessary approvals, including from IDOT.
- 6.4 Payment of Engineering Consultant and Contractor. Mount Prospect shall pay the engineering consultant and the Project contractor directly.
- 6.5 Construction. Mount Prospect shall provide construction engineering and ensure that the Project is built in accordance with approved design plans, specifications and a construction contract.
- 6.6 Equipment. All pedestrian signal equipment shall be of the type and brand that is acceptable to IDOT. Mount Prospect shall be responsible for securing IDOT approval for the pedestrian signal equipment. One copy of all approved catalog cuts shall be furnished to IDOT prior to installation.
- 6.7 As-Built Drawings. Mount Prospect shall furnish IDOT as-built construction drawings prior to the Final Inspection of the Project.
- 6.8 Invoicing and Reimbursement. Mount Prospect shall invoice Arlington Heights and seek reimbursement for its share of the expense for the Project design engineering, construction engineering and construction.
- 6.10 Public Notification of the Project. Mount Prospect and Arlington Heights shall each coordinate and control public notification of the Project scope, timing and duration for its community through methods of communication such as village newsletters, websites, etc.

SECTION 7. **ARLINGTON HEIGHTS' RESPONSIBILITIES**

- 7.1 Engineering Consultant. Arlington Heights shall provide input with the selection of the engineering consultant who will perform the duties described in Section 5, above.
- 7.2 Plan Development. Arlington Heights shall provide input with all decisions pertaining to the development of Project plans.
- 7.3 Project Construction. Arlington Heights shall provide input with all decisions pertaining to Project construction.
- 7.4 Bid Process. Arlington Heights shall provide input with all decisions pertaining to bid process for the Project.
- 7.5 Final Inspection. Arlington Heights shall participate in the Final Inspection of the Project once construction is completed.
- 7.6 Payments to Mount Prospect. Mount Prospect shall pay the costs for Project design engineering, construction engineering and construction directly. Mount Prospect shall send Arlington Heights an invoice for its share of the Project costs within 90 days of completion of the three phases: design engineering, construction engineering, and construction. Arlington Heights shall pay Mount Prospect within 90 days after receipt of said invoices from Mount Prospect.

SECTION 8. **MAINTENANCE**

- 8.1 Ownership of Traffic Signals at the Intersections. IDOT owns the traffic signals at the intersections of Central Road and Arthur Avenue and Central Road and Bosch Driveway, including pedestrian signals and it shall own the pedestrian signals installed as part of the Project.
- 8.2 Maintenance at the Central Road and Arthur Avenue Intersection. IDOT oversees maintenance of the traffic signals, including the pedestrian signals, at the Central Road and Arthur Avenue intersection and pays 100% of the maintenance costs. This arrangement shall continue with regard to the pedestrian signals that are part of the Project.
- 8.3 Maintenance at the Central Road and Bosch Driveway Intersection. IDOT oversees maintenance of the traffic signals, including the pedestrian signals, at the Central Road and Bosch Driveway intersection and Mount Prospect reimburses IDOT 100% of the maintenance costs on a quarterly basis. This arrangement shall continue with regard to the pedestrian signals that are part of the Project.

SECTION 9. INDEMNIFICATION AND INSURANCE

Indemnification and Insurance. The maintenance of the traffic signals, including those installed as part of the Project, shall be conducted by IDOT pursuant to an existing agreement between the Parties and IDOT for ongoing maintenance of designated intersections in Mount Prospect and Arlington Heights over which IDOT has jurisdiction. All applicable indemnification and insurance provisions set forth in the current existing maintenance agreement(s) between IDOT and Mount Prospect and Arlington Heights shall be in full force and effect with regard to the maintenance of the traffic signals, including those installed as part of the Project, at the intersections of Central Road and Arthur Avenue and Central Road and Bosch Driveway.

SECTION 10. GENERAL PROVISIONS

10.1 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.

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

Arlington Heights shall be in default hereunder in the event of a material breach by Arlington Heights of any term or condition of this Agreement including, but not limited to, a representation or warranty, where Arlington Heights has failed to cure such breach within 30 days after written notice of breach is given to Arlington Heights by Mount Prospect, setting forth the nature of such breach. Upon default by Arlington Heights, Mount Prospect shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon 30 days' notice to Arlington Heights.

10.3 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.

- 10.4 Binding Successors. Mount Prospect and Arlington Heights agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 10.5 Force Majeure. Neither Mount Prospect nor Arlington Heights 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.
- 10.6 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 VILLAGE OF MOUNT PROSPECT

Mr. Sean Dorsey
Director of Public Works
Village of Mount Prospect
1700 West Central Road
Mount Prospect, Illinois 60056

TO THE VILLAGE OF ARLINGTON HEIGHTS

Mr. James Massarelli
Director of Engineering
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

- 10.7 Entire Agreement. This Agreement constitutes the entire agreement between Mount Prospect and Arlington Heights, 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.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date of execution set forth below.

VILLAGE OF MOUNT PROSPECT

VILLAGE OF ARLINGTON HEIGHTS

By: _____
Mayor

By: _____
Village President

Date: _____

Date: _____

Attest:

Village Clerk

Attest:

Village Clerk

Exhibit A

Central-Arthur & Central-Bosch Pedestrian Signal Project
Preliminary Cost Estimate

	Item Description	Unit	Quantity	Cost Estimate	
				Unit Cost	Total Cost
1.	Pedestrian Signal Head with Countdown Timer (16" x 18"), LED, 1-Face, BM	EA	3	\$700.00	\$2,100.00
2.	Pedestrian Signal Head with Countdown Timer (16" x 18"), LED, 2-Face, BM	EA	3	\$1,400.00	\$4,200.00
3.	Pedestrian Signal Push Button Assembly	EA	10	\$500.00	\$5,000.00
4.	Remove Pedestrian Signal Equipment	EA	1	\$200.00	\$200.00
5.	Pedestrian Push Button Post	EA	1	\$1,000.00	\$1,000.00
6.	Galvanized Traffic Signal Post, 16'	EA	1	\$2,000.00	\$2,000.00
7.	Remove & Replace Concrete Curb & Gutter	LF	120	\$20.00	\$2,400.00
8.	Concrete Sidewalk, 5'	SF	620	\$12.00	\$7,440.00
9.	Detectable Warnings	SF	96	\$40.00	\$3,840.00
10.	Concrete Foundation, Type A	EA	2	\$1,500.00	\$3,000.00
11.	Underground Conduit & Cable Work	LSUM	1	\$2,500.00	\$2,500.00
12.	Pavement Markings	LSUM	1	\$3,000.00	\$3,000.00
13.	Modify Existing Controller Cabinet	EA	2	\$1,200.00	\$2,400.00
14.	Traffic Control and Protection	LSUM	1	\$4,000.00	\$4,000.00
15.	Maintenance of Existing Traffic Signal System	EA	2	\$1,000.00	\$2,000.00

ESTIMATED TOTAL COST	\$45,080.00
CONTINGENCY	\$6,920.00
ESTIMATED TOTAL COST W/ CONTINGENCY	\$52,000.00

	MOUNT PROSPECT (1/3)	ARLINGTON HEIGHTS (2/3)	TOTAL
DESIGN ENGINEERING (30%)	\$5,148.00	\$10,452.00	\$15,600.00
CONSTRUCTION ENGINEERING (20%)	\$3,432.00	\$6,968.00	\$10,400.00
CONSTRUCTION	\$17,160.00	\$34,840.00	\$52,000.00
TOTAL	\$25,740.00	\$52,260.00	\$78,000.00