

MEMORANDUM

To: Brian Cecola, VBH Chairman Roads & Bridges
Robert Kosin, VBH Director of Administration

From: Daniel J. Strahan, P.E., CFM
Gewalt Hamilton Associates

Date: June 9, 2015

Re: Village of Algonquin
Highland Avenue/Spring Creek Road Project

On June 5, 2015 the Village of Algonquin provided the attached draft IGA to the Village for consideration relative to the proposed Highland Avenue/Spring Creek Road improvements project. We have reviewed the proposed IGA and offer the following notes:

- Based on the history relative to this project we would recommend that the fifth “Whereas” paragraph on the first page be removed. The Village of Barrington Hills learned of the STP grant application after it had already been submitted. Also, IDOT approved the Project Development Report prepared by the Village of Algonquin; it is note the role of Barrington Hills to approve the PDR.
- Exhibit B includes an estimated funding split for the project and associated engineering costs. The Village is not contributing any funds to Phase I or Phase II Engineering for the project (both amounts are listed as \$0), but the Barrington Hills share of the Construction and Construction Engineering Costs is listed as “TBD” for each. The total amount for those two areas is substantial, totaling \$2,500,000 and \$240,000, respectively, with the federal funding totaling \$1,500,000. We would recommend that the Villages discuss appropriate terms for this funding split at this time since the scope of improvements within the Barrington Hills portion of the project is well defined. The following is noted:
 - The latest estimate of cost provided in the updated PDF for the project indicated a construction cost of \$2,731,170, with construction engineering costs of \$273,117.
 - The federal funds available for the project are capped at \$1,500,000 and do not increase as project costs increase.
 - The grant funding application prepared by the Village of Algonquin in 2012 indicated that the Village of Barrington Hills would be contributing \$31,000 to the project.
 - Increases in the estimated project costs since the grant application was submitted in 2012 are primarily due to the changing scope of improvements with the Village of Algonquin portion of Spring Creek Road. Based on the plans provided the length of roadway improvements in Barrington Hills is approximately 1200’; at the unit costs for the recently approved 2015 Road Program the cost to the Village to resurface this stretch of Spring Creek Road as a separate project would be approximately \$67,500.

AGREEMENT
BETWEEN THE VILLAGE OF BARRINGTON HILLS
AND THE VILLAGE OF ALGONQUIN
FOR THE
CONSTRUCTION OF THE
HIGHLAND AVENUE/SPRING CREEK ROAD

THIS AGREEMENT is entered into this ____ day of _____, 2015 (hereinafter referred to as “Effective Date”), by and between the Village of Algonquin, an Illinois home rule municipal corporation, (hereinafter referred to as “ALGONQUIN”) and the Village of Barrington Hills, an Illinois municipal corporation, (hereinafter referred to as “BARRINGTON HILLS”); collectively, the Parties and individually, Party; and

WITNESSETH

WHEREAS, ALGONQUIN has prepared Plans, Specifications, and Estimates for the improvement of Highland Avenue/Spring Creek Road as shown on EXHIBIT A; hereinafter referred to as the IMPROVEMENT; and

WHEREAS, Spring Creek Road from the east ALGONQUIN limit is under the jurisdiction of BARRINGTON HILLS; and

WHEREAS, Highland Avenue is under the jurisdiction of ALGONQUIN; and

WHEREAS, ALGONQUIN has been awarded Surface Transportation Program (STP) Funds that will fund up to \$1.5 million of the construction costs of said IMPROVEMENT; and

WHEREAS, BARRINGTON HILLS supported ALGONQUIN’s preparation of the STP grant application and has reviewed and approved the Project Development Report prepared by the Village; and

WHEREAS, the IMPROVEMENT is of regional importance to vehicular and pedestrian safety, traffic operations, and mobility; and

WHEREAS, said IMPROVEMENT will be of immediate and lasting benefit to the residents of ALGONQUIN and BARRINGTON HILLS and will be permanent in nature;

WHEREAS, BARRINGTON HILLS is in agreement with ALGONQUIN’s Phase I plan for the IMPROVEMENT.

WHEREAS, it is in the best interests of both ALGONQUIN and BARRINGTON HILLS to enter into this Agreement and both have authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein and made a part of this Agreement.
2. ALGONQUIN agrees to act as lead agency and will prepare, or cause to be prepared, all necessary work required by Federal Aid Procedures for Local Agencies for Phase I Engineering and Phase II Engineering.
3. ALGONQUIN agrees to coordinate any utility relocation necessary.
4. ALGONQUIN agrees to act as lead agency for construction and construction engineering in accordance with IDOT and Federal Aid Procedures.
5. BARRINGTON HILLS agrees to reimburse ALGONQUIN for its actual proportionate share of the local match for the IMPROVEMENT as shown in EXHIBIT B.
6. ALGONQUIN and BARRINGTON HILLS agree to maintain, or cause to be maintained, the IMPROVEMENTS within its jurisdiction at no cost to the other.
7. Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement. Each party further agrees to mutually defend, indemnify and hold harmless the other party, its officers, agents and employees, against claims or liabilities arising out of any injury to person or property, or caused by the party's acts infringing or allegedly infringing on the proprietary rights of a third party. Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.
8. Each party shall maintain liability insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken pursuant to this Agreement. Each party shall provide a certificate of insurance stating the aforementioned coverage upon request.
9. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of BARRINGTON HILLS to maintain, operate, improve, construct,

re-construct, repair, build, widen, or expand any BARRINGTON HILLS road as best determined and provided by law.

10. In the performance of this Agreement, both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between ALGONQUIN and BARRINGTON HILLS.

11. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
12. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.
13. It is mutually agreed by and between the parties hereto that any alterations, amendments deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
14. Neither Party shall assign this Agreement without the prior written consent of the other Party.
15. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.
16. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follow:

VILLAGE OF BARRINGTON HILLS
112 Algonquin Road
Barrington Hills, Illinois 60010-5199
Attention: Mr. Robert Kosin
Director of Administration

VILLAGE OF ALGONQUIN
2200 Harnish Drive
Algonquin, IL 60102-5995
Attention: Mr. Tim Schloneger
Village Manager

17. The terms of THIS AGREEMENT will be construed in accordance with the laws of Illinois. The parties agree that the venue for any dispute arising under the terms of this agreement shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

18. Each Person Signing below on behalf on one of the parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign THIS AGREEMENT on behalf of their party.

ATTEST:

VILLAGE OF ALGONQUIN

Jerry Kautz, Clerk
Village of Algonquin

Tim Schloneger, Village Manager
Village of Algonquin

ATTEST:

VILLAGE OF BARRINGTON HILLS

Anna Paul, Deputy Clerk
Village of Barrington Hills

Robert Kosin, Director of Administration
Village of Barrington Hills

Date: _____

EXHIBIT B: ESTIMATED FUNDING SPLIT

	FEDERAL	VILLAGE OF ALGONQUIN	VILLAGE OF BARRINGTON HILLS	TOTAL
PHASE I ENGINEERING (2014)	\$ 0	\$ 86,200	\$ 0	\$ 86,200
PHASE II ENGINEERING (2015)	\$ 0	\$192,000	\$ 0	\$ 192,000
CONSTRUCTION (2015-2016)	\$1,500,000	\$ TBD	\$ TBD	\$2,500,000
CONSTRUCTION ENGINEERING (2015-2016)	\$ 0	\$ TBD	\$ TBD	\$ 240,000
TOTAL	\$1,500,000	\$ TBD	\$ TBD	\$3,018,200