

**RESOLUTION NO. 17-71**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF LAKE AND THE VILLAGE OF ANTIOCH, THE VILLAGE OF LAKE VILLA, THE VILLAGE OF ROUND LAKE BEACH, THE VILLAGE OF GRAYSLAKE, THE VILLAGE OF LIBERTYVILLE, THE VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF BUFFALO GROVE, AND THE VILLAGE OF WHEELING WITH RESPECT TO ESTABLISHING AND MAINTAINING A QUIET ZONE CORRIDOR ALONG THE CANADIAN NATIONAL RAILROAD RIGHT-OF-WAY**

WHEREAS, the Village of Antioch, Lake County, Illinois (the "Village") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq. authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Village of Buffalo Grove, the County of Lake, the Village of Antioch, the Village of Lake Villa, the Village of Round Lake Beach, the Village of Grayslake, the Village of Libertyville, the Village of Mundelein, the Village of Vernon Hills and the Village of Wheeling ("Parties") are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Parties understand that they will continue to have a mutual obligation to each other upon the establishment of the quiet zone corridor and to work together to undertake those actions necessary to maintain the continual existence of the quiet zone corridor.

NOW, THEREFORE, BE IT RESOLVED, The Mayor and Village Board of Trustees as follows:

Section 1. The Agreement entitled, "Intergovernmental Agreement Among the County of Lake and the Village of Antioch, the Village of Lake Villa, the Village of Round Lake Beach, the Village of Grayslake, the Village of Libertyville, the Village of Mundelein, the Village of Vernon Hills, the Village of Buffalo Grove, and the Village of Wheeling, with Respect to Establishing and Maintaining a Quiet Zone Corridor along the Canadian National Railroad Right-of-Way is hereby approved.

Section 2. The Mayor and Village Clerk are hereby authorized and directed to execute the Agreement. A copy of said Agreement is attached.

PASSED and APPROVED this 13th day of November, 2017.

AYES: 5: Jozwiak, Pierce, Poulos, Johnson and Macek.

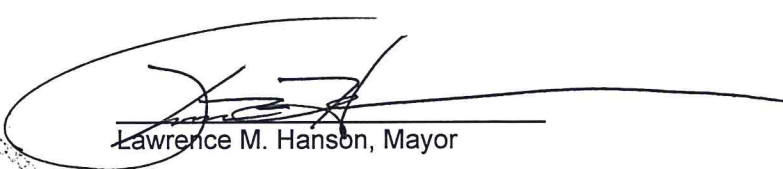
NAYS: 0:

ABSENT: 1: Dominiak.

ATTEST:

  
Lori K. Romine, Village Clerk



  
Lawrence M. Hanson, Mayor

**INTERGOVERNMENTAL AGREEMENT  
AMONG THE COUNTY OF LAKE, AND THE VILLAGE OF ANTIOCH, THE VILLAGE  
OF LAKE VILLA, THE VILLAGE OF ROUND LAKE BEACH, THE VILLAGE OF  
GRAYSLAKE, THE VILLAGE OF LIBERTYVILLE, THE VILLAGE OF  
MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF BUFFALO  
GROVE, AND THE VILLAGE OF WHEELING, FOR THE EQUALLY SHARED  
COSTS FOR INITIAL WORK TOWARDS THE RECERTIFICATION OF THE  
EXISTING QUIETCORRIDOR ALONG THE CANADIAN NATIONAL RAILROAD  
RIGHT-OF-WAY**

**THIS AGREEMENT** entered into this , day of \_\_\_\_\_, A.D. 20\_\_\_\_, by and among the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chairman and County Board, hereinafter referred to as the COUNTY, the VILLAGE OF ANTIOCH, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as ANTIOCH, the VILLAGE OF LAKE VILLA, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LAKE VILLA, the VILLAGE OF ROUND LAKE BEACH, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as ROUND LAKE BEACH, the VILLAGE OF GRAYSLAKE, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as GRAYSLAKE, the VILLAGE OF LIBERTYVILLE, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LIBERTYVILLE, the VILLAGE OF MUNDELEIN, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as MUNDELEIN, the VILLAGE OF VERNON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as VERNON HILLS, the VILLAGE OF BUFFALO GROVE, an Illinois Home Rule Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BUFFALO GROVE, the VILLAGE OF WHEELING, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as WHEELING. The COUNTY, ANTIOCH, LAKE VILLA, ROUND LAKE BEACH, GRAYSLAKE, LIBERTYVILLE, MUNDELEIN, VERNON HILLS, BUFFALO GROVE, and WHEELING are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES". The CANADIAN NATIONAL RAILROAD corridor is sometimes hereinafter referred to as the "CORRIDOR".

**WITNESSETH**

**WHEREAS**, the Swift Rail Development Act of 1994, (Public Law No. 103-440) hereinafter referred to as the ACT, directed the Federal Railroad Administration, hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the FINAL RULE (70 Federal Register 21844 published April 27, 2005), mandating the sounding of train horns at all public highway-rail crossings; and,

**WHEREAS**, said FINAL RULE includes provisions for the creation of quiet corridors through the use of supplementary safety measures (SSMs) and alternative safety measures (ASMs) to avoid the mandated sounding of train horns at highway-rail crossings; and,



**WHEREAS**, the ACT does not authorize any federal funds to implement said quiet corridors included in the FINAL RULE; and,

**WHEREAS**, improvements at all highway-rail crossings in the CORRIDOR are infeasible due to cost and/or the impracticalities of installation; and,

**WHEREAS**, the CORRIDOR consists of all at-grade crossings along the Canadian National Railroad line from the Wisconsin border to, but not through, the Village of Prospect Heights, Illinois, which include all of the PARTIES to THIS AGREEMENT; and,

**WHEREAS**, the PARTIES cooperated in 2006 leading to the creation of the initial quiet zone in the CORRIDOR, and the recertification of the quiet zone in 2011; and,

**WHEREAS**, the quiet zone as established in 2011 under the FINAL RULE must be recertified; and,

**WHEREAS**, the recertification process will require an evaluation of the system to determine that eligibility requirements are met under the FINAL RULE; and,

**WHEREAS**, the PARTIES have determined it is desirous to pursue a cooperative approach to maintain the existing quiet corridor as a more acceptable alternative to the mandatory sounding of the train horns; and,

**WHEREAS**, the PARTIES hereto have agreed to participate equally in paying for the work to recertify the quiet corridor; and

**WHEREAS**, the work will focus on evaluating the current at-grade railroad crossings along the CORRIDOR and proposing the installation of SSMs and/or ASMs included in the FINAL RULE; and,

**WHEREAS**, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract, to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and,

**WHEREAS**, the Intergovernmental Cooperation Act of 1973 (5 ILCS, 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the PARTIES hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.

2. BUFFALO GROVE agrees to serve as the Lead Agency for the STUDY and to perform the administrative functions associated with said STUDY. For the

purposes of this AGREEMENT, said administrative functions shall be limited to contracting with Patrick Engineering Inc., hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of the other PARTIES hereto in an amount distributed equally among all PARTIES for said STUDY.

The STUDY shall be identified as the proposal submitted by CONTRACTOR dated October 14, 2016. Said proposal was accepted on behalf of the PARTIES to THIS AGREEMENT by the President and Board of Trustees of BUFFALO GROVE on October 16, 2017.

3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled "Lake County Corridor Quiet Zone Recertification 2017 Wheeling to Antioch, IL, Patrick Proposal Number 2B6TR0092" and dated October 14, 2016 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed \$19,600.00.

It is further mutually agreed that, in the event that the study requires additional work not included within the original scope of the STUDY, the CONTRACTOR shall provide to the PARTIES a detailed description of the additional work required to successfully complete the quiet zone recertification. Depending of the cost of the additional work, the PARTIES may elect to terminate the quiet zone recertification effort in accordance with the terms of this AGREEMENT. In such case, the CONTRACTOR will be paid all monies due to it through the date of the termination.

4. It is mutually agreed by and among the PARTIES hereto that the total amount of the local share to be divided equally between the PARTIES shall not exceed \$19,600.00.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse BUFFALO GROVE an amount not to exceed \$1,960.00.



6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between BUFFALO GROVE and the CONTRACTOR, the PARTIES shall each pay to BUFFALO GROVE within thirty (30) days of the receipt of an invoice from BUFFALO GROVE, in a lump sum, an amount equal to seventy- five percent (75%) of their respective obligations incurred under THIS AGREEMENT for payment of their share for the STUDY. Payments to BUFFALO GROVE, upon execution of the contract between BUFFALO GROVE and the CONTRACTOR and receipt of an invoice from BUFFALO GROVE, from each of the other PARTIES shall be in an amount not to exceed \$1,470.00.

The PARTIES further agree that each shall pay to BUFFALO GROVE the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of their share for the STUDY. Payment to BUFFALO GROVE shall be in a lump sum, within thirty (30) days of the receipt of an invoice from BUFFALO GROVE, upon completion of the STUDY. The final payments to BUFFALO GROVE upon completion of the STUDY and receipt of an invoice from BUFFALO GROVE shall be in an amount not to exceed \$490.00 plus any additional approved expenses, from each of the other PARTIES hereto.

The PARTIES further agree that in the event that services are required outside of the scope of the STUDY dated October 14, 2016, the CONTRACTOR will provide a cost estimate for the additional work required to successfully recertify the quiet zone. Upon receipt of the cost estimate by the Lead Agency, the Lead Agency will provide a copy of that estimate to the PARTIES for review. If the PARTIES concur with the proposed changes, the cost of the additional work will be split pursuant to the terms of THIS AGREEMENT.

7. A PARTY may terminate THIS AGREEMENT by resolution of its corporate authorities. A certified copy of any such terminating resolution shall be filed with BUFFALO GROVE within thirty (30) days after its passage. In the event of termination as to one PARTY, THIS AGREEMENT shall remain binding as to the remaining PARTIES.

Notwithstanding such termination, a terminating PARTY shall remain liable and responsible for paying all fees for service for their share of the costs of the STUDY as set forth in Sections 5 and 6 above.

8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in BUFFALO GROVE executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such PARTY.
10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto execute THIS AGREEMENT affix their signatures.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
12. It is mutually agreed by and among 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 form creating or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
13. It is mutually agreed by and among 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.
14. It is mutually agreed by and among 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.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.



Canadian National Quiet Zone Agreement

16. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. No PARTY hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.
17. It is mutually agreed by and among the PARTIES hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.
18. THIS AGREEMENT shall be considered null and void in the event that the contract between BUFFALO GROVE and the CONTRACTOR for the STUDY is not awarded by December 1, 2017.

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Buffalo Grove

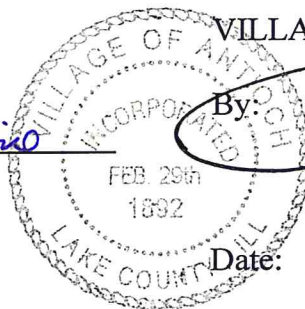
VILLAGE OF BUFFALO GROVE

By: \_\_\_\_\_  
Village President  
Village of Buffalo Grove

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

ATTEST:

*Paul K. Romario*  
Village Clerk  
Village of Antioch



VILLAGE OF ANTIOCH

By: \_\_\_\_\_  
Village President  
Village of Antioch

Date: 11-16-17

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Lake Villa

VILLAGE OF LAKE VILLA

By: \_\_\_\_\_  
Village President  
Village of Lake Villa

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

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Round Lake Beach

VILLAGE OF ROUND LAKE BEACH

By: \_\_\_\_\_  
Village President  
Village of Round Lake Beach

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

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Grayslake

VILLAGE OF GRAYSLAKE

By: \_\_\_\_\_  
Village President  
Village of Grayslake

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

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Libertyville

VILLAGE OF LIBERTYVILLE

By: \_\_\_\_\_  
Village President  
Village of Libertyville

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

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Mundelein

VILLAGE OF MUNDELEIN

By: \_\_\_\_\_  
Village President  
Village of Mundelein

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

ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Vernon Hills

VILLAGE OF VERNON HILLS

By: \_\_\_\_\_  
Village President  
Village of Vernon Hills

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



ATTEST:

\_\_\_\_\_  
Village Clerk  
Village of Wheeling

VILLAGE OF WHEELING

By: \_\_\_\_\_  
Village President  
Village of Wheeling

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

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Lake County  
County Engineer/Director of Transportation

ATTEST:

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

COUNTY OF LAKE

By: \_\_\_\_\_  
Chairman  
Lake County Board

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





October 14, 2016

Michael J. Reynolds  
Director Public Works  
Village of Buffalo Grove  
50 Raupp Boulevard  
Buffalo Grove, IL 60089

Reference: Proposal for Engineering Services  
Lake County Corridor Quiet Zone Recertification 2017  
Wheeling to Antioch, Illinois

Patrick Proposal Number: 2B6TR0092

Dear Mr. Reynolds:

Patrick Engineering Inc. (Patrick) is pleased to present this proposal to the Village of Buffalo Grove (Village) to provide Engineering Services relating to the 2017 recertification of the current Quiet Zone between MP 27.37 and MP 56.04 on the Canadian National Railway (CN) mainline in Lake County, Illinois.

Patrick understands that the Village is the administrator of the Lake County Corridor Quiet Zone. This proposal was requested by the Village as a follow-up recommended by Patrick back in 2012 during the last recertification project. Due to recent construction improvements at a couple of the crossings included in the Quiet Zone Corridor, the Village will need to submit documents to the Federal Railroad Association (FRA) to recertify the current Quiet Zone. As part of this proposal, Patrick will perform the investigation and analysis required to recertify the current Quiet Zone to meet the requirements in Title 49 Code of Federal Regulation (CFR) Part 222.

Patrick proposes the following scope of services, budget and schedule to meet the requirements of Title 49 CFR 222 and recertify the current Quiet Zone between MP 27.37 and MP 56.04 along the CN Railway mainline.

#### **Scope of Services**

The following tasks will be performed by Patrick Engineering Inc. (Patrick):

##### **Task 1: Meetings and Coordination**

1. Patrick will meet with the Village and/or Corridor Task Force in person for up to three (3) meetings.
2. Patrick will coordinate with Task Force Agencies and other stakeholders including the FRA, CN, Metra, ICC, and IDOT for information about completed improvements, traffic information and updated train and traffic volume data.

#### Task 2: Corridor Review

1. Per the FRA requirements, the recertification package is required to contain up-to-date, accurate and complete Grade Crossing Inventory Forms. Based on previous efforts, Patrick understands that there are crossings in the corridor that have changed since the 2011/2012 Quiet Zone recertification, which include grade separation improvements at Rollins Road and Washington Street. In addition, Patrick recommends complete inspection of the corridor to identify any additional improvements that may have been installed in the last five (5) years as part of local construction improvements. Any improvements to the crossings that can qualify to reduce risk will be incorporated into the FRA Quiet Zone calculator for credit towards reducing the risk of the corridor. Patrick will complete onsite reviews of the forty-four (44) public, private and pedestrian crossings in the corridor in order to update all the Grade Crossing Inventory Forms for the submittal.
2. Patrick will use the field data to update the Grade Crossing Inventory Forms for the 44 at-grade public, private and pedestrian crossings in the corridor.
3. Patrick will use the field data to update the crossing matrix developed in earlier tasks and the 2011 recertification project.
4. The communities will provide updated traffic count data to Patrick, if needed, and Patrick will use that data to update the traffic data fields on the Grade Crossing Inventory Forms. The updated inventory forms will be submitted as part of the recertification package.

#### Task 3: Risk Analysis

1. Patrick will complete one (1) Quiet Zone calculator scenario of the risk that the corridor is qualifying for when including the recent improvements. This corridor risk assessment will be performed after the field inspection and will include any recent roadway improvements constructed for any of the crossings in the corridor.
2. It is assumed that the corridor will be approved based upon the recent changes of two crossings being converted to grade separations. However, it is a possibility that increases in traffic volumes and/or recent accidents may have contributed to an increased risk of the Quiet Zone Corridor. If Patrick determines that the risk is no longer in compliance with the FRA requirements for obtaining Quiet Zone Status, Patrick will complete up to three (3) additional scenarios for reducing risk along the Wheeling to Antioch Corridor in order to determine the preferred scenario for FRA recertification.
3. Patrick will summarize findings in a matrix and review the findings with the Village and/or the Task Force Agencies.

#### Task 4: FRA Recertification Package

1. Patrick will develop and submit a draft package for review. This package includes a cover letter; affirmation that the crossing continue to conform the requirements of Appendix A of Title 49



CFR 222; and up-to-date, accurate and complete Grade Crossing Inventory forms for the 44 public, private and pedestrian crossings in the corridor.

2. With approval from the Task Force, Patrick will submit the recertification packages to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent via certified mail, return receipt requested per the FRA's requirements.

#### **Task 5: FRA Documentation**

1. If needed, Patrick will develop Alternative Supplemental Safety Measure Application for submittal to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor.
2. Patrick will develop one Amended Notice of Establishment for submittal to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor.

#### **Task 6: Project Management**

1. Patrick will manage the schedule, deliverables and financial aspects of the project.
2. Patrick will complete quality control and quality assurance on all deliverables.

#### **Assumptions**

Patrick assumes the following services are not included as part of the project Scope of Services listed above; however, these services can be provided as an additional service or under separate contract:

1. Task Force Agencies will provide updated traffic count data for public crossings in the corridor.
2. Diagnostic meetings are not required as part of the recertification process.
3. Public involvement, council presentations and public hearings.
4. Roadway and median design.
5. Topographic survey is not required as part of the recertification process.

#### **Preliminary Schedule**

We are prepared to start within one week after receiving Notice to Proceed (NTP). We will analyze the current FRA Inventory forms to identify where the traffic counts will need to be completed by the Task Force Agencies in order for Patrick to perform risk review. Patrick will coordinate obtaining the traffic count data from each agency and proceed with the field review. A draft of the Quiet Zone Study Recertification package will be delivered to the Village within two (2) months after the traffic counts are received from each agency.

It should be noted that some FRA requirements may require six months or more for processing crossing improvement data before issuing approval to proceed with the implementation plan for a quiet zone.



## Budget

We propose to complete Tasks 1-5 on a lump sum fee as follows:

Task Description	Cost Per Task
Task 1: Meetings and Coordination	\$2,440
Task 2: Corridor Review	\$4,520
Task 3: Risk Analysis	\$4,260
Task 4: FRA Recertification Package	\$4,883
Task 5: FRA Documentation	\$2,400
Task 6: Project Management	\$1,140
<b>Total</b>	<b>\$19,600</b>

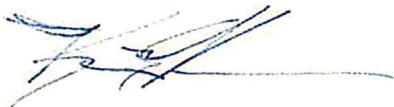
Additional scope not identified in this proposal, but requested by the Village on behalf of the Task Force Agencies, will be addressed in a written notification to the Village prior to any expenditure of effort. This will be in accordance with the attached Schedule of Fees and Services. Any changes will not be executed without prior written authorization from the Village.

This proposal may only be modified in writing. If the proposal satisfactorily meets the Village and Task Force Agencies' requirements for the proposed work, please sign where indicated below and return the signed acceptance to Patrick Engineering Inc. Please sign the attached Client Project Agreement for Professional Services and return a signed copy to Patrick Engineering Inc. We will return an executed copy for your files. This proposal will be open for acceptance within 60 days from the date of this letter, unless changed by Patrick Engineering Inc. in writing.

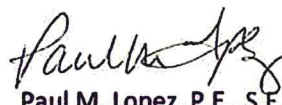
We appreciate this opportunity to assist the Village and the other Task Force Agencies along the Lake County Quiet Zone Corridor. Please feel free to call either of us at (630) 795-7304 if you have any questions or need any additional information.

Sincerely,

**PATRICK ENGINEERING INC.**



Karie E. Koehneke, P.E.  
Project Manager



Paul M. Lopez, P.E., S.E.  
Vice President

Attachments: Client Project Agreement and 2016 Fee Schedule

Village of Buffalo Grove  
Proposal for Engineering Services  
Lake County Corridor Recertification 2017  
Proposal #: 2B6TR0092  
October 14, 2016  
Page 5

#### **ACCEPTANCE**

The contents of this proposal no. 2B6TR0092 dated October 14, 2016, to perform Engineering Services for the Village of Buffalo Grove, is understood and accepted as indicated. This proposal together with the referenced agreement is hereby considered to be an Agreement for Engineering Services for the subject project, and Patrick Engineering Inc. is hereby authorized to proceed with the work described herein.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



## CLIENT MASTER AGREEMENT

This Agreement is entered into on \_\_\_\_\_, between Patrick Engineering Inc. ("PATRICK"), an Illinois corporation, and Village of Buffalo Grove, 50 Raupp Blvd., Buffalo Grove, Illinois 60089 ("CLIENT") and consists of these terms.

### ARTICLE I: SCOPE OF SERVICES

As requested from time to time by CLIENT, PATRICK shall provide engineering, geology, architecture, GIS, survey, Information Technology, Design Build, and/or related services to support CLIENT'S completion of specific projects. For each Project, PATRICK shall prepare and submit to CLIENT a Scope of Services (hereinafter called "Work" or "Services"), Fee, and Schedule. PATRICK shall then prepare a Client Work Order for execution by both CLIENT and PATRICK. The executed Work Order shall be governed by the terms of this AGREEMENT. CLIENT understands that PATRICK may, from time to time, utilize the services of subcontractors to perform all or some of the Work.

The Work to be performed by PATRICK is set forth in each Client Work Order. CLIENT may request, in writing, changes to the Work. In the event PATRICK agrees in writing to such changes in the Work, the parties shall agree on an adjustment in the Contract Price and/or schedule, the changes shall be binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Work performed at CLIENT's request. Any Work performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

### ARTICLE II: STANDARD OF CARE

PATRICK shall perform the Work with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances. PATRICK makes no other warranty, guarantee or representation, express or implied, in connection with this Agreement, the performance of the Work or in any report, opinion or other document developed as part of the Work.

### ARTICLE III: CONFIDENTIALITY

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Work as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain; information which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim; or information required by law or order of a court, administrative agency or other legal authority. Unless otherwise agreed in writing, PATRICK may use and publish CLIENT's name and a general description of the Work in describing PATRICK's experience to other clients or potential clients.

### ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA

CLIENT shall provide PATRICK with lawful access to the site(s) where the Work is to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may arise. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (including, without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Work is to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by others (including location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the Scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in





## CLIENT MASTER AGREEMENT

This Agreement is entered into on \_\_\_\_\_, between Patrick Engineering Inc. ("PATRICK"), an Illinois corporation, and **Village of Buffalo Grove, 50 Raupp Blvd, Buffalo Grove, Illinois, 60089**, ("CLIENT") and consists of these terms.

### ARTICLE I: SCOPE OF SERVICES

As requested from time to time by CLIENT, PATRICK shall provide engineering, geology, architecture, GIS, survey, Information Technology, Design Build, and/or related services to support CLIENT'S completion of specific projects. For each Project, PATRICK shall prepare and submit to CLIENT a Scope of Services (hereinafter called "Work" or "Services"), Fee, and Schedule. PATRICK shall then prepare a Client Work Order for execution by both CLIENT and PATRICK. The executed Work Order shall be governed by the terms of this AGREEMENT. CLIENT understands that PATRICK may, from time to time, utilize the services of subcontractors to perform all or some of the Work.

The Work to be performed by PATRICK is set forth in each Client Work Order. CLIENT may request, in writing, changes to the Work. In the event PATRICK agrees in writing to such changes in the Work, the parties shall agree on an adjustment in the Contract Price and/or schedule, the changes shall be binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Work performed at CLIENT's request. Any Work performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

### ARTICLE II: STANDARD OF CARE

PATRICK shall perform the Work with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances. PATRICK makes no other warranty, guarantee or representation, express or implied, in connection with this Agreement, the performance of the Work or in any report, opinion or other document developed as part of the Work.

### ARTICLE III: CONFIDENTIALITY

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Work as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain; information which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim; or information required by law or order of a court, administrative agency or other legal authority. Unless otherwise agreed in writing, PATRICK may use and publish CLIENT's name and a general description of the Work in describing PATRICK's experience to other clients or potential clients.

### ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA

CLIENT shall provide PATRICK with lawful access to the site(s) where the Work is to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may arise. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (including, without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Work is to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by others (including location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the Scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in



## CLIENT MASTER AGREEMENT

writing or incorrectly disclosed to PATRICK, and CLIENT agrees to defend and indemnify PATRICK at its sole expense for any claims against PATRICK arising from CLIENT's failure or negligence in this regard.

### ARTICLE V: BILLING

Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS.

### ARTICLE VI: INSURANCE AND LIMITATION OF LIABILITY

PATRICK carries substantial insurance coverage including Workers Compensation, Employer's Liability, Commercial General Liability (including contractual liability), Commercial Automobile Liability and Professional Liability. A Schedule of those coverages and coverage limits currently in effect is attached to this Agreement. The parties have assessed the relative risks and benefits which will accrue to each in the performance of the Work and have agreed that PATRICK's total aggregate liability to CLIENT (or anyone claiming by or through CLIENT) for any injury to person or property, claims, damages, expenses, costs or losses of any kind, from any cause whatsoever, shall not exceed the total insurance proceeds paid on behalf of or to PATRICK by its insurers in settlement or satisfaction of such claims. If any claims are found to be uninsured, the total liability of PATRICK for such uninsured claims shall not exceed the total fees paid to PATRICK for a Work Order performed under this Agreement or \$25,000, whichever is less. In no event shall either party be liable to the other in contract or tort for consequential or incidental damages including, but not limited to, lost profits or losses from interruption of business.

### ARTICLE VII: INDEMNIFICATION

- (A) To the fullest extent permitted by law, PATRICK shall indemnify, defend and hold CLIENT, its employees and agents harmless from and against all demands, claims, suits, liabilities and costs including reasonable attorneys fees and litigation costs ("Claims") caused by or arising out of the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees or agents.
- (B) To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents and subcontractors harmless from and against all demands, claims, suits, liabilities, fines, penalties, and costs including reasonable attorneys fees and costs of litigation ("Claim") caused by or arising out of:
  - (i) any conditions existing on or beneath CLIENT's property at the time of performance of the Services, including, but not limited to, pollution or contamination of property; or
  - (ii) the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees, agents or contractors except to the extent, if any, that any such Claim results from the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors.

The indemnity obligations stated herein shall survive the termination of this Agreement.

It is further intended by the parties to this Agreement that PATRICK's services in connection with any Work Order performed under this Agreement shall not subject PATRICK's individual employees, officers or directors to any personal legal exposure for the risks associated with said Work Order. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall





## CLIENT MASTER AGREEMENT

be directed and/or asserted only against PATRICK, an Illinois corporation, and not against any of its individual employees, officers or directors.

### ARTICLE VIII: NOTICE OF CLAIMS; COOPERATION

If CLIENT discovers any facts that might give rise to a claim arising out of the negligent acts, errors or omissions or willful misconduct of PATRICK, its employees, agents or subcontractors, CLIENT shall immediately notify PATRICK of same in writing. PATRICK shall be entitled to contest any such claim with counsel selected by PATRICK or its insurer and shall be entitled to control any litigation relating to such claim. CLIENT shall not settle or compromise any such claim without PATRICK's prior written consent and CLIENT shall cooperate with PATRICK and its insurer in connection with the defense of any such claim.

### ARTICLE IX: WORKSITE SAFETY/PATRICK SITE VISITS

PATRICK will comply with CLIENT's rules and regulations governing PATRICK's activities on CLIENT's premises to the extent that the same are provided in writing to PATRICK prior to commencement of the Services. PATRICK will be responsible only for the on-site activities of its employees and subcontractors. If the Work includes site visits, for example, to monitor construction activities for compliance with plans and specifications, the parties agree that PATRICK shall assume no responsibility or authority for supervision or control over any contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction.

### ARTICLE X: REUSE OR ALTERATION OF DOCUMENTS

Documents prepared by PATRICK are instruments of its Work and PATRICK retains all common law, statutory and other reserved rights, including copyright. PATRICK agrees that CLIENT will have the non-exclusive, limited, worldwide, royalty free, non transferable and non-assignable, and non-sublicenseable, right to use the documents on the project identified in the Scope of Services for each Work Order. PATRICK assumes no liability or responsibility if the documents are reused by CLIENT or others on any other project. In the event that others alter the documents without PATRICK's authorization, any and all liability arising out of such alteration is waived as against PATRICK, and CLIENT assumes full responsibility for such changes. Where PATRICK has used due care in the electronic or disk transmission of data, information or documents to CLIENT and its agents, CLIENT shall be responsible for and bear the risk of loss or damages resulting from (i) errors or defects introduced by such transmission; (ii) CLIENT's or its agent's automated conversion or reformatting of the data, information or documents; and (iii) deficiencies, defects or errors in CLIENT's or its agent's software or hardware utilized to receive, transmit, utilize, format or reproduce the data, information or documents.

### ARTICLE XI: NOTICES

Any notices or other communications required or permitted to be given to the parties hereto shall be deemed to have been given when received, addressed as follows (or at such other address as the party addressed may have substituted by notice pursuant to this Article XI:

If to PATRICK: Jeffrey C. Schuh P.E.  
President  
Patrick Engineering Inc.  
4970 Varsity Drive  
Lisle, Illinois 60532  
[contracts@patrickco.com](mailto:contracts@patrickco.com)  
Facsimile: (630) 724-9279





## CLIENT MASTER AGREEMENT

If to CLIENT:

Village of Buffalo Grove  
Attn:  
50 Raupp Blvd.,  
Buffalo Grove, IL 60089  
Phone:  
E-Mail

### ARTICLE XII: DELAYS

Except for the obligation to pay monies owed, neither CLIENT nor PATRICK shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, delay caused by any third party, any additions or modifications to the Work to be performed by PATRICK under the Agreement, weather, acts of God, wars, terrorism, labor disputes, material shortage, delay in obtaining any permits, fires, or demands or requirements of governmental agencies.

### ARTICLE XIII: SUCCESSOR, ASSIGNS

This Agreement shall be binding upon the parties and their respective successors and assignees. Neither party shall assign its interest in this Agreement without the prior written consent of the other.

### ARTICLE XIV: TERMINATION

This Agreement may be terminated by either party upon written notice to the other. Upon receipt of notice of termination from CLIENT, PATRICK shall immediately cease work and take all reasonable steps to minimize costs relating to termination. CLIENT shall pay for services rendered through the date of receipt of notice of termination.

### ARTICLE XV: SEVERABILITY

If any term of this Agreement is held to be invalid or unenforceable as a matter of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with legal requirements. The remaining provisions of this Agreement shall remain in full force and effect.

### ARTICLE XVI: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

### Article XVII. AUTHORITY

The persons signing this Agreement warrant that he/she has the authority to sign as, or on behalf of, the party for whom he/she is signing.

### Article XVIII. ATTORNEYS FEES

In the event either Party prevails in any litigation to enforce any term or provision of this Agreement, the non-prevailing Party shall pay the other Party its actual reasonable attorney's fees and costs.



**CLIENT  
MASTER AGREEMENT**

**Article XIX. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Patrick and Client in regard to the subject matter hereof and supersedes all prior communications, representations, or Agreements whether oral or written, with respect thereto. It has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by authorized representatives of the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

**VILLAGE OF BUFFALO GROVE**

**PATRICK ENGINEERING INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## CLIENT WORK ORDER

EXHIBIT A

Patrick Engineering Proposal No. 2B6TR0092  
Patrick Engineering Project No. \_\_\_\_\_  
Date of Work Order: \_\_\_\_\_  
Client Reference: \_\_\_\_\_

### SCOPE OF SERVICES

Patrick Engineering Inc. proposes to perform the following services in accordance with the Client Agreement dated \_\_\_\_\_ between Patrick Engineering Inc., 4970 Varsity Drive, Lisle, Illinois 60532 ("PATRICK") and **Village of Buffalo Grove** located at 50 Raupp Blvd, Buffalo Grove, Illinois, 60089 ("CLIENT").

If the following Scope of Services, fee and schedule are acceptable to CLIENT, then CLIENT shall execute this Work Order in the space provided below and return one (1) completely executed original to Patrick Engineering Inc.

**PROJECT DESCRIPTION:** The Village will need to submit documents to the Federal Railroad Association (FRA) to recertify the current Quiet Zone. Patrick will perform the investigation and analysis required to recertify the current Quiet Zone to meet the requirements in Title 49 Code of Federal Regulation (CFR) Part 222.

**SCOPE OF SERVICES:** For scope of services outlined in Patrick Proposal 2B6TR0092, Revision 1 Dated April 14, 2017, for the 2017 recertification of the current Quiet Zone between MP 27.37 and MP 56.04 on the Canadian National Railway (CN) mainline in Lake County, Illinois.

**PRICING AND COMMERCIAL TERMS:** \$19,600 Lump Sum

### COMPLETION DEADLINE:

Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this document and the referenced Agreement. The parties agree to the above terms and conditions and PATRICK is authorized to begin Work on the subject project.

#### VILLAGE OF BUFFALO GROVE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### PATRICK ENGINEERING INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### Internal Quality Control

Proj. Mgr approval of W.O.: \_\_\_\_\_

Supervisor approval of W.O.: \_\_\_\_\_

Ref: