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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2016-038**

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**A RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
CITY OF BLUE ISLAND AND THE FOREST PRESERVE DISTRICT  
OF COOK COUNTY FOR CAL-SAG TRAIL EAST SEGMENT.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

<b>1st Ward</b>	<b>TOM HAWLEY</b>	<b>GEORGE POULOS</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>FRED BILOTTO</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>CANDACE CARR</b>	<b>ALECIA SLATTERY</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**



**Resolution Authorizing Execution of IGA Between the City of Blue Island and the Forest Preserve District of Cook County for Cal-Sag Trail East Segment**

**I. Introduction/Purpose**

The City is a part of the Cal-Sag Trail. In Blue Island there are two segments, the East and West Segments. On November 4, 2016 the State took bids for the City for the East Segment, which is from Ashland Avenue into the Cook County Forest Preserve on the south side of the Cal-Sag.

**II. Discussion/Highlights**

In the East Segment, there is a bridge that will need to be built brand new leading from Fay's Point over the Cal-Sag Channel into the Forest Preserve. The City is not interested in owning or maintaining another bridge. Therefore, we negotiated with the Forest Preserve to take ownership and full maintenance of the bridge once it is built. The City, will participate as it committed to the building of the East Segment, including the bridge, but the Forest Preserve will take ownership and maintenance once built.

**III. Conclusion/Recommendation**

I recommend the passage of this Resolution for the City to enter into the IGA with the Forest Preserve District of Cook County so the City does not have another bridge in its ownership and have to maintain the bridge.

**Submitted By:** Matthew Anastasia, Director of Finance and Administration

**RESOLUTION NO. 2016-038**

**A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE FOREST PRESERVE DISTRICT OF COOK COUNTY FOR CAL-SAG TRAIL EAST SEGMENT**

WHEREAS, the continued development and organization of the Chicago metropolitan area has increased public awareness of the importance of maintaining open space and providing recreational opportunities for individuals throughout the metropolitan area;

WHEREAS government entities have been meeting in a cooperative effort concerning the formulation and development of the Cal-Sag Trail, which involves the construction of a regional, multi-purpose trail approximately twenty-six (26) miles in length between the I&M Canal Trail near Lemont and the Burnham Greenway in Burnham;

WHEREAS, there is public demand for the construction of a safe and accessible bicycle trail, approximately 1.3 miles in length, from Ashland Avenue in Blue Island to Whistler Woods on Halsted Avenue, such trail to include a pedestrian bridge to cross the Little Calumet River connecting Blue Island's Fay's Point to the Forest Preserve; and

WHEREAS, the Forest Preserve District of Cook County and the City of Blue Island desire to enter into this Agreement for Phase 3 engineering, construction, and maintenance, which will be paid for in part through a grant from the Transportation Alternative Program (TAP) to Blue Island (the "Grant"), with the Forest Preserve and Blue Island sharing the remaining costs;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

**SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS**

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

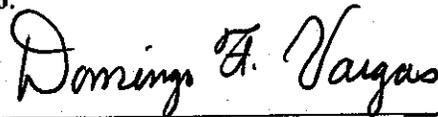
**SECTION 3: EFFECTIVE DATE**

This resolution shall be in full force and effect upon its passage and approval as required by law.

**ADOPTED** this 22nd day of November, 2016, pursuant to a roll call vote as follows:

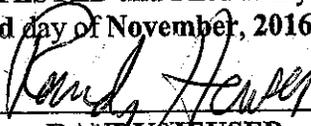
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr			X		
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson			X		
Alderman Frausto	X				
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
<b>TOTAL</b>	11		3		

**APPROVED** by the Mayor on November 22, 2016.



**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
 22nd day of November, 2016.



**RANDY HEUSER**  
**CITY CLERK**

## INTERGOVERNMENTAL AGREEMENT

### Between the Forest Preserve District of Cook County and Blue Island, IL for Cal Sag Trail East Segment

**THIS INTERGOVERNMENTAL AGREEMENT** (this "Agreement") is entered into by and between the Forest Preserve District of Cook County (hereinafter referred to as "Forest Preserve") and Blue Island, IL (hereinafter referred to as "Blue Island").

#### RECITALS

**WHEREAS**, the continued development and organization of the Chicago metropolitan area has increased public awareness of the importance of maintaining open space and providing recreational opportunities for individuals throughout the metropolitan area; and

**WHEREAS**, government entities have been meeting in a cooperative effort concerning the formulation and development of the Cal-Sag Trail, which involves the construction of a regional, multi-purpose trail approximately twenty-six (26) miles in length between the I&M Canal Trail near Lemont and the Burnham Greenway in Burnham; and

**WHEREAS**, to date approximately thirteen (13) miles of the Cal-Sag Trail have been constructed; and

**WHEREAS**, there is public demand for the construction of a safe and accessible bicycle trail, approximately 1.3 miles in length, from Ashland Avenue in Blue Island to Whistler Woods on Halsted Avenue, such trail to include a pedestrian bridge to cross the Little Calumet River connecting Blue Island's Fay's Point to the Forest Preserve, as represented on Exhibit A, Project Location & Map (the "Project") as attached hereto and incorporated by reference; and

**WHEREAS**, the Forest Preserve and Blue Island desire to enter into this Agreement for Phase 3 engineering, construction, and maintenance of the Project; and

**WHEREAS**, Phase 3 engineering and construction costs for the Project will be paid for in part through a grant from the Transportation Alternative Program (TAP) to Blue Island (the "Grant"), with the Forest Preserve and Blue Island sharing the remaining costs; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes cooperative arrangements between public agencies of the State of Illinois; and

**WHEREAS**, Blue Island is duly authorized to execute this Agreement by its duly constituted City Council and the Forest Preserve is duly authorized to execute this Agreement by its duly constituted Board of Commissioners.

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Blue Island and Forest Preserve agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made a part hereof.
2. **Lead Agency.** Blue Island is the lead agency for the construction of the Project. In its capacity as the lead agency, Blue Island shall be responsible for procuring and coordinating all aspects of the Phase 3 engineering and construction of the Project.
3. **License.** The Forest Preserve hereby grants Blue Island a license to construct the portion of the Project located within the Forest Preserve (as identified on Exhibit A).
  - a. **Ingress and Egress.** Blue Island, and its officers, employees, contractors, subcontractors, agents, suppliers, and invitees are further granted the right of ingress and egress during the Forest Preserve's normal hours of operation, to the area where the Project shall be constructed for the purpose of said construction.
  - b. **Hours of Operation.** Blue Island is permitted to exercise its rights under this Agreement regarding construction on Forest Preserve property from dusk till dawn. If Blue Island desires access to the Project after public hours of operation, Blue Island shall obtain prior approval from the Forest Preserve.
4. **Costs and Payments.** Phase 3 engineering and construction costs for the Project will be paid for in part through TAP, with the Forest Preserve and Blue Island sharing the remaining costs in accordance with the cost allocation described on Exhibit B (Cost Proration). The Phase 3 engineering cost for the Project shall not exceed \$215,000. The construction cost for the Project shall not exceed \$2,800,071. The total not to exceed cost for both Phase 3 engineering and construction for the Project is \$3,015,071. The Illinois Department of Transportation (IDOT) will contribute the federal share of 80% or \$2,412,057. Blue Island and the Forest Preserve are responsible for the remaining 20% of \$603,014. Blue Island and the Forest Preserve agree to add a twenty (20%) contingency to the local share amount equal to \$120,603 so the total local share amount will be \$723,617 instead of \$603,014.

Each party's specific cost contribution is listed on Exhibit B, Cost Proration, attached hereto and incorporated by reference. The Forest Preserve shall, within sixty (60) days of the date of full execution of this Agreement, deposit with Blue Island twenty percent (20%) of its contribution for Phase 3 engineering and construction costs as described on Exhibit B. The Forest Preserve shall deposit the remaining eighty percent (80%) of its contribution for Phase 3 engineering and construction costs as described on Exhibit B in accordance with the following installment plan:



Payment 2	\$90,250	25% work completed based on the Weekly Report submitted to IDOT
Payment 3	\$90,250	50% work completed based on the Weekly Report submitted to IDOT
Payment 4	\$90,250	75% work completed based on the Weekly Report submitted to IDOT
Payment 5	To Be Determined	Balance upon 100% work completed based on the Weekly Report submitted to IDOT

Any interest accrued from the funds deposited with Blue Island pursuant to this Section 4 shall be retained by Blue Island to cover the administrative costs associated with Phase 3 engineering and construction in relation to the Project.

Within twenty (20) days of receipt (or within any shorter period of time if required by IDOT), Blue Island shall forward to the Forest Preserve copies of any and all invoices received from any engineering and construction contractor selected by Blue Island and/or IDOT with respect to the Project. If (1) Blue Island finds an invoice to be in compliance with the terms of its and/or IDOT's agreement(s) with the contractor concerning the Project and (2) the Forest Preserve has not filed a reasonable written objection with Blue Island within five (5) business days of receipt of invoice, then Blue Island shall pay contractor the amount specified pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Within the time period required by IDOT, Blue Island shall also submit a copy of the payment invoice and such other documents as may be required to IDOT for the 80% federal funds reimbursement. If, upon completion of the work, the actual cost of the engineering and construction services performed is less than the estimated amount in Exhibit B, Cost Proration, Blue Island shall refund a percentage of the balance to the Forest Preserve as per the percentage in Exhibit B, Cost Proration attributed to the Forest Preserve within sixty (60) days of completion of the work. The Forest Preserve shall not be responsible for any additional costs over the amount attributable to the Forest Preserve in Exhibit B, Cost Proration unless approved in advance by the Forest Preserve's Board of Commissioners and within the budget for the Forest Preserve.

As a unit of local government, the Forest Preserve is exempt from certain state and federal taxes. The Forest Preserve shall provide its Illinois Department of Revenue tax exemption number or Federal Excise Tax Exemption Certificate upon request.

The provisions of this Section 4 shall survive termination or expiration of this Agreement.

5. **Requirements before beginning Construction.** Prior to construction, the Forest Preserve must review and approve the final alignment, final plans and construction specifications of the proposed Project and all requirements regarding insurance and bonds must be met.
6. **Performance and Payment Security.** If the Project is to be constructed through the services of an independent contractor, then Blue Island shall require said independent contractor to execute a Performance and Payment Bond in the full amount of the contract. The Performance Bond and Payment Bond shall indicate both Blue Island and the Forest Preserve as Owners of the Bond.
7. **Insurance and Casualty.** Blue Island shall require each contractor and subcontractor to maintain, and if Blue Island is doing any of the construction work itself it shall also maintain, the insurance coverage described for "Consultant" on Exhibit C (Insurance Requirements), attached hereto and incorporated by reference.
8. **Blue Island Contractual Rights & Obligations.**
  - a. **Performance.** Blue Island shall have the right to conduct Phase 3 engineering and construct, or to have contractor(s) conduct Phase 3 engineering and construct, the Project pursuant to this Agreement subject to IDOT approvals. In either case, Blue Island is responsible for monitoring Phase 3 engineering and construction of the Project. Blue Island shall be responsible for the commitment of its resources, allocation of funds and assignment of personnel in fulfilling the objectives and obligations of this Agreement. All work shall be done in accordance with all applicable laws, ordinances and regulations, including, without limitation, those laws relating to public bidding and payment of prevailing wages. Blue Island shall not allow any liens on any property owned by the Forest Preserve.
  - b. **Records.** Blue Island shall maintain, for a minimum of four (4) years after the completion of the Project, or for any longer period of time required by law or by the Grant, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds in conjunction with this Agreement. This Section 8.b shall survive termination or expiration of this Agreement.
  - c. **Contracts.** Before construction of the Project commences, Blue Island shall furnish the Forest Preserve with a copy of all contracts related to the construction of the Project. The Forest Preserve shall have the right to monitor construction of the Project and insist that said Project is constructed according to approved specifications as well as within proper time periods. The Forest Preserve may pursue all available legal remedies to enforce its rights and interests under this Agreement.
  - d. **Construction Schedule.** Blue Island shall submit to the Forest Preserve a detailed construction schedule. Blue Island shall consult with the Forest Preserve regarding construction and operational schedules to minimize any interference with the Forest Preserve's scheduled activities.
  - e. **Compliance.** Blue Island shall not occupy or use the Project, or knowingly allow the

Project to be occupied or used, for any purpose, act or event that is in violation of any applicable law, ordinance or governmental regulation. Blue Island shall not do or knowingly permit anything to be done upon the Project that creates a nuisance in any way. All laws, codes and ordinances enacted by the Forest Preserve shall apply and must be followed by Blue Island and its employees, agents, officers, contractors, subcontractors, suppliers, and invitees.

- f. Necessary Permits. Whether the work will be performed directly by Blue Island or a contractor selected by IDOT or Blue Island, Blue Island shall require and confirm that prior to construction all required permits or required consents have been obtained for said Project from appropriate federal, state or local governmental agencies. This obligation includes confirming receipt of any required permit or consent to construct the pedestrian bridge over the Little Calumet River as part of the Project from any government agency with authority over the river or air over the river. Blue Island shall provide the required written notices to the Coast Guard and any other entity advising the same of the construction of the Project. As the owner of the real estate encompassing a portion of the Project, the Forest Preserve agrees to fully cooperate with Blue Island and/or the selected contractor(s) with respect to applications for appropriate permits or consents. Blue Island will undertake reasonable efforts to ensure that the Forest Preserve is listed as an additional permittee on any such permits or consents. The Forest Preserve understands that once the Project is accepted by IDOT as complete and ownership of the pedestrian bridge transfers to the Forest Preserve, the Forest Preserve shall be responsible for obtaining any consent necessary to maintain and repair the pedestrian bridge over Little Calumet River from any government agency with authority over the river or air over the river.
- g. Other Entity. Whether the work will be performed directly by Blue Island or a contractor selected by IDOT or Blue Island, Blue Island shall prior to construction confirm that any required permission has been obtained to construct the Project from any third party entity whose property rights would be infringed upon by the Project.

9. Use of Project. The Forest Preserve and Blue Island agree that the Project will be available for the use and benefit of the general public, subject to the rules and guidelines of the Forest Preserve.

10. No Estate in Land. This Agreement creates a license only for Blue Island to construct or have constructed the portion of the Project located within the Forest Preserve in accordance with the terms of this Agreement. Blue Island does not hold and shall not claim at any time any interest or estate of any kind or extent whatsoever in any Forest Preserve property by virtue of this Agreement.

11. Public Convenience and Safety. Blue Island shall, or if work is being completed by contractor(s) then Blue Island shall require such contractor(s) to, conduct the construction of the Project in such manner as to cause minimal inconvenience and appropriate protection to the general public. Blue Island shall, or if work is being completed by contractor(s) then Blue Island

shall require such contractor(s) to, furnish and maintain barricades, temporary fencing and warning signs as may be necessary to protect the construction and safeguard the public.

12. **Construction Operations.** Blue Island shall schedule progress meetings with the resident engineer(s) overseeing the Project and notify the Forest Preserve of the scheduled progress meetings. Progress meetings shall be scheduled as agreed by the Forest Preserve and Blue Island. Blue Island will make reasonable attempts to ensure, whether directly or through a contractor, that all construction operations, including vehicle movements and material storage, within the Forest Preserve take place within the designated areas identified on Exhibit D, attached hereto and incorporated by reference. If temporary fencing is required all operations shall take place within said fenced area. All temporary fencing required shall be installed prior to the commencement of any construction operations. Blue Island shall make reasonable attempts to ensure, whether directly or through a contractor, that all fencing shall be maintained in place throughout construction and shall be repaired as needed. All fencing is to remain in place until after the completion of the Project. After acceptance of restoration by the Forest Preserve in accordance with Section 13 below, all temporary fencing shall be removed from the site and disposed of off Forest Preserve property as further described in Section 13 below.

13. **Restoration after Construction.** All surplus excavated material, trees or stumps removed, and any other debris resulting from construction shall be disposed of off Forest Preserve property by the contractor and all Forest Preserve property disturbed as the result of construction that is not utilized as part of the Project shall be restored to its pre-construction condition by the contractor. Landscape areas shall be top-dressed after final settlement with topsoil to a depth of six (6) inches, cultivated, fine graded, seeded and mulched as directed by the Forest Preserve. It is the parties' understanding that removal of construction or temporary fencing and restoration of the site upon completion of the Project is a standard contractual requirement for contractors and will be included either in a contract between the contractor and IDOT or a contract between the contractor and Blue Island with respect to the Project. It is understood by the parties that there is no privity of contract between the Forest Preserve and IDOT or the Forest Preserve and any applicable contractor with respect to the Project. If Blue Island engages any contractor with respect to the Project, then Blue Island shall make it a requirement of any contract with such contractor that the following responsibilities are the obligation and expense of such contractor: (1) removal of construction or temporary fencing as described in Section 12 above, and (2) restoration of the site upon completion of the Project as described in this Section 13. Blue Island shall further take any and all necessary courses of action, including appropriate legal action, to enforce the terms of any agreement governing the actions of any contractor with respect to the Project, including contractor's obligation to remove fencing and restore site as required in Section 12 above and this Section 13. If for any reason, the contractor(s) involved in the Project do not remove fencing and restore site as required in Section 12 and this Section 13, then the expense to remove fencing and restore site shall be shared by Blue Island and the Forest Preserve, with Blue Island responsible for 37.6% of such additional expense and the Forest Preserve responsible for 62.4% of such additional expense.

14. **Ownership of Project.** Excluding the pedestrian bridge portion of the Project, Blue Island and the Forest Preserve shall be responsible for maintenance and repair of portions of the Project constructed on their respective properties. With respect to the pedestrian bridge that will be built as part of the Project in order to cross the Little Calumet River and connect Blue Island's Fay's Point to the Forest Preserve, such bridge will be owned by the Forest Preserve upon the

completion of the following: (1) any government or private entity with any right, interest, or authority in, to or over (a) the property and/or waterway under the bridge, (b) the bridge, or (c) air over the bridge, has granted rights to the Forest Preserve to maintain and repair such bridge; (2) IDOT has accepted the Project as complete; and (3) Blue Island shall have performed all of its obligations as required by this Agreement with respect to the Project.

15. **Maintenance and Repair Costs.** Upon ownership of the pedestrian bridge portion of the Project transferring to the Forest Preserve, the Forest Preserve will be responsible for maintenance and repair of the bridge.

16. **Reciprocal Indemnification.**

- a. **Indemnification by Blue Island.** To the extent permitted by law, Blue Island agrees to defend, indemnify, keep and save harmless, the Forest Preserve, its commissioners, agents, officials and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost or expenses, including reasonable attorneys' fees, which are the result of an error, omission, or willful or negligent act of Blue Island, or any of its officials, employees, agents, contractors or subcontractors arising out of or relating in any way to this Agreement. Blue Island retains the right to defend any such claims by the defense counsel of its choice. Blue Island expressly understands and agrees that any performance bond or insurance protection required in this Agreement shall in no way limit its responsibility to indemnify, defend or keep and save the Forest Preserve, its commissioners, agents, officials and employees as herein provided. Blue Island's obligation to defend, indemnify, keep and save harmless the Forest Preserve, its commissioners, agents, officials and employees, as stated herein, shall survive the termination or expiration of this Agreement.
- b. **Indemnification by the Forest Preserve.** To the extent permitted by law, the Forest Preserve agrees to defend, indemnify, keep and save harmless, Blue Island, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, cost or expenses, including reasonable attorneys' fees, which are the result of an error, omission, or willful or negligent act of the Forest Preserve and its employees or officials arising out of or relating in any way to this Agreement. The Forest Preserve retains the right to defend any such claims by the defense counsel of its choice. The Forest Preserve's obligation to defend, indemnify, keep and save harmless Blue Island, its agents, officials and employees, as stated herein, shall survive the termination or expiration of this Agreement.

17. **Dispute Resolution and Remedies.** If any party shall at any time be in default in the performance of any of the terms of this Agreement and the defaulting party shall fail to remedy such default within sixty (60) days after written notice thereof from the non-defaulting party, the parties shall submit the dispute to binding mediation through the American Arbitration Association. The costs of mediation shall be shared equally between the parties.

18. **Termination.**

- a. Subject to Section 25 (Survival), this Agreement shall expire upon IDOT's acceptance of the Project and ownership of the pedestrian bridge transferring to the Forest Preserve per Section 14.
- b. If Phase 3 engineering work or construction work for the Project has not begun within two (2) years of the initial or amended date that IDOT authorizes construction to begin, then the Forest Preserve may terminate its participation under this Agreement upon thirty (30) days written notice to Blue Island. In such case, the Forest Preserve shall only be responsible for cost incurred up to the date of termination, provided such incurred costs are consistent with the terms of this Agreement. Blue Island shall promptly refund all funds attributable to the Forest Preserve as listed on Exhibit B, Cost Proration and received by Blue Island that are not required for costs already incurred. The provisions of this paragraph shall survive expiration or termination of this Agreement. It is the intent of the parties to cooperate with one another with regard to timely completion of the Project and any time frames herein may be extended by agreement of the parties.
- c. If Phase 3 engineering work or construction work for the Project is not completed either (i) within two (2) years of the estimated date for completion established by or as amended by IDOT or (ii) the date by which IDOT will no longer reimburse for construction with respect to the Project, then the Forest Preserve may terminate its participation under this Agreement upon thirty (30) days written notice to Blue Island. In such case, the Forest Preserve shall only be responsible for cost incurred up to the date of termination, provided such incurred costs are consistent with the terms of this Agreement. Blue Island shall promptly refund all funds attributable to the Forest Preserve as listed on Exhibit B, Cost Proration and received by Blue Island that are not required for costs already incurred. The provisions of this paragraph shall survive expiration or termination of this Agreement. It is the intent of the parties to cooperate with one another with regard to timely completion of the Project and any time frames herein may be extended by agreement of the parties.

19. **Interpretations.** The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope of the intent of the paragraph to which they pertain. The parties have consulted legal counsel regarding the terms of this Agreement and this Agreement shall be interpreted without applying any rule of construction against the drafting party.

20. **Governing Law and Venue.** This Agreement is governed by and shall be construed according to the laws of the State of Illinois without regard to the principles of conflicts of law thereof. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.

21. **Compliance with Laws.** The parties hereto shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

22. **Severability.** In the event that any provision of this Agreement is determined to be legally invalid, the parties agree that particular provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect.
23. **No Third Party Beneficiaries.** The parties agree that this Agreement is solely for the benefit of the parties and nothing herein is intended to create any rights or remedies on any persons other than the parties.
24. **Transfers.** No party shall sell, assign or otherwise transfer its interest under this Agreement without the written approval of the other party. The provisions set forth in this Agreement shall be binding upon and inure to the benefit of the approved successors and assigns of the parties.
25. **Survival.** Any terms and conditions contained in this Agreement that by their express terms, sense or context are intended to survive the termination or expiration of this Agreement shall so survive.
26. **Notices.** Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) e-mail or facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by e-mail or facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other places as the parties may from time to time designate in writing by notice given hereunder.

**Forest Preserve District of Cook County**

Attn: Pamela Sielski  
536 North Harlem Avenue  
River Forest, IL 60305  
Tel (708) 771-1355  
Fax (708) 771-1360

Attn : Dennis White, Chief Attorney  
69 W. Washington, Suite 2010  
Chicago, IL 60602  
Tel (312) 603-0020  
Fax (312) 603 - 9850

**City of Blue Island**

Attn : Mayor Domingo Vargas  
13051 S. Greenwood Avenue  
Blue Island, IL

Attn: ShawnTe Raines, City Attorney  
Sanchez Daniels & Hoffman, LLP  
333 W. Wacker Drive, Ste 500  
Chicago, IL 60606  
[sraines@sanchezdh.com](mailto:sraines@sanchezdh.com)  
(312) 641-1555

27. **Execution.** Blue Island and Forest Preserve shall approve this Agreement by the execution of duplicate signature pages, and shall exchange said signature pages for counter signature.
28. **Incorporation.** The provisions set forth herein represent the entire agreement between Blue Island and the Forest Preserve with respect to the subject matter herein and supersede any previous oral or written agreements with respect to the subject matter herein. No provision may be modified in any respect unless such modification is in writing and signed by each party. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.
29. **Conflicts.** This Agreement shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*
30. **Effective Date.** This Agreement shall be effective upon signature of both parties.

*(Signatures on Next Page)*

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date fully executed.

**FOREST PRESERVE DISTRICT OF COOK COUNTY**

By: \_\_\_\_\_  
Toni Preckwinkle, President

By: \_\_\_\_\_  
Matthew B. DeLeon, Secretary

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

**BLUE ISLAND, ILLINOIS**

By: Domingo Vargas  
Domingo Vargas, Mayor

Attest: Randy Hewitt  
City Clerk

Date: 11/23/16

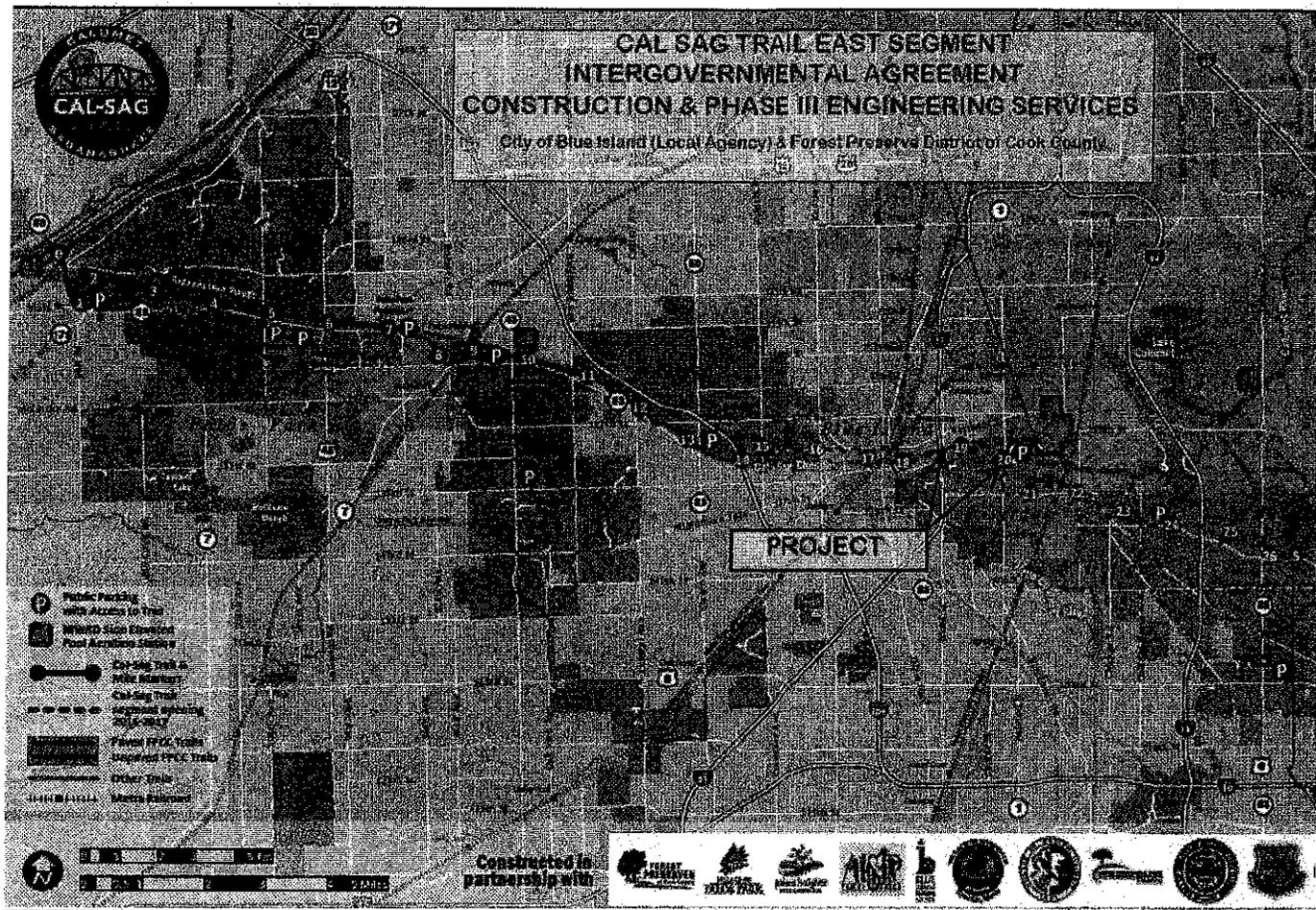
**EXHIBIT LIST**

- Exhibit A     Project Location & Map
- Exhibit B     Cost Proration
- Exhibit C     Insurance Requirements
- Exhibit D     Construction Storage

**EXHIBIT A**

**Project Location & Map**

(See Attached)



**EXHIBIT B**

Cost Proration

**EXHIBIT B  
CALUMET-SAG TRAIL (Blue Island East Segment)  
PHASE 3 ENGINEERING AND CONSTRUCTION COST SUMMARY & GRANT REIMBURSEMENT ALLOCATION  
August 4, 2016**

	City of Blue Island	Forest Pres. Dist. Of Cook Cty.	Total
Estimated Construction (Percent of total project)	\$1,150,000	\$1,150,000	\$2,300,000
Federal Share Construction Cost (80%)	\$920,000	\$920,000	\$1,840,000
Local Share Construction Cost (20%)	\$230,000	\$230,000	\$460,000
Total Estimated Phase 3 Engineering Cost	\$920,000	\$920,000	\$1,840,000
Federal Share Phase 3 Engineering (80%)	\$736,000	\$736,000	\$1,472,000
Local Share of Phase 3 Engineering (20%)	\$184,000	\$184,000	\$368,000
Total Local Share of Construction and Phase 3 Engineering	\$226,971	\$376,043	\$603,014
Total Amount to be deposited with City of Blue Island (Total Local Share plus Contingency of 20%) IDNR Funds Awarded and on Deposit with Blue Island	\$272,366	\$451,251	\$723,617
Total Amount to be deposited with City of Blue Island	\$22,366	\$451,251	\$473,617

Assumes full 80% Federal Funding

**EXHIBIT C**

**Insurance Requirements**

(See Attached)

**Exhibit C - Cook County Forest Preserve District Insurance Requirements (Professional)**

**Waiver of Subrogation and Insurance Requirements**

**Subrogation and Waiver**

The Consultant shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the Forest Preserve District of Cook County (the "District"), District's Board of Commissioners and employees of the District.

The Consultant shall waive its rights of recovery against District, District's Board of Commissioners and employees of District which Consultant may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

**Insurance Requirements of the Consultant**

Prior to the effective date of this Agreement, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Agreement the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its operations under this Agreement. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the District.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Agreement, written approval is granted by the District's Purchasing Agent for variance from those limits.

Consultant shall require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverage for them. All Subconsultants are subject to the same insurance requirements as Consultant.

**Coverages**

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the work to be performed, Consultant shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage -  
\$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the limits specified above, Consultant shall secure and maintain additional limits in the amount necessary to increase the overall coverage to \$3,000,000 each occurrence for all liability.

(e) **Professional Errors & Omissions Insurance**

Consultant shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the District under this Agreement. This professional liability insurance shall remain in force for the life of the Consultant's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made form coverage shall be maintained by the Consultant for a minimum of three years following the expiration or early termination of this contract and the Consultant shall annually provide the District with proof of renewal.

**Additional requirements**

(a) **Additional Insured**

Cook County Forest Preserve District, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the District Purchasing Agent.

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Agreement shall be endorsed to provide that the insurance company shall notify the District's Purchasing Agent at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the District certificates of insurance maintained by Consultant. The receipt of any certificate

of insurance does not constitute agreement by the District that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the District to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

The District maintains the right to modify, delete, alter or change these insurance requirements.

**EXHIBIT D**

**Construction Storage**

(See attached)