



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R14-227
DATE OF PASSAGE August 26, 2014

A Resolution authorizing the Mayor and City Clerk to enter into an Intergovernmental Agreement between the County of Kane and the City of Aurora regarding the widening and replacement of the Jericho Road Bridge over Blackberry Creek in the anticipated amount of \$249,000.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the COUNTY, as part of the Project, requires CITY water main relocation which includes adjustments to the CITY's fire hydrants and valves to accommodate various Project improvements; and

WHEREAS, the CITY, has funding for this project in the 2014 budget in IC069 account # 510-4063-511.73-04; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering and construction (including fire hydrant and valve vault adjustments), funding and maintenance of the Project as proposed; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this Agreement; and

WHEREAS, the CITY by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this Agreement; and

WHEREAS, an intergovernmental agreement is appropriate and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, of the Illinois Compiled Statutes, (5 ILCS 220/1.)

RESOLUTION NO. R14-227
DATE OF PASSAGE August 26, 2014

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: that the Mayor and City Clerk are hereby authorized to approve an Intergovernmental Agreement between the County of Kane and the City of Aurora regarding the widening and replacement of the Jericho Road Bridge over Blackberry Creek in the anticipated amount of \$249,000 as set forth in Exhibit 'A'.

PASSED AND APPROVED on August 26, 2014

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

Kristina Bohman
Alderman Bohman, Ward 1

[Signature]
Alderman Mesiacos, Ward 3

[Signature]
Alderman Peters, Ward 5

[Signature]
Alderman Hart-Burns, Ward 7

[Signature]
Alderman Bugg, Ward 9

[Signature]
Alderman Irvin, At Large

[Signature]
Alderman Garza, Ward 2

[Signature]
Alderman Donnell, Ward 4

[Signature]
Alderman Saville, Ward 6

[Signature]
Alderman Mervine, Ward 8

[Signature]
Alderman Johnson, Ward 10

[Signature]
Alderman O'Connor, At Large

ATTEST: [Signature]
City Clerk

[Signature]
Mayor

- Exhibit 'A' - KC/COA Intergovernmental Agreement for Jericho Road Bridge
- Exhibit 'B' - Location map
- Exhibit 'C' - Engineers Estimate of Probable Cost

14.00632

RECOMMENDATION

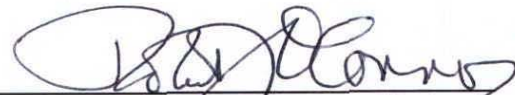
TO: THE COMMITTEE OF THE WHOLE

FROM: THE FINANCE COMMITTEE

The Finance Committee at the regular scheduled Finance Meeting on Tuesday, August 12, 2014 Recommended APPROVAL of A Resolution authorizing the Mayor and City Clerk to enter into an Intergovernmental Agreement between the County of Kane and the City of Aurora regarding the widening and replacement of the Jericho Road Bridge over Blackberry Creek in the anticipated amount of \$249,000.

The Vote 3-0

Submitted By



Alderman Robert O'Connor, Chairman



Alderman Rick Mervine



Kristina "Tina" Bohman

John "Whitey" Peters, alternate

Dated this 12th day of August, 2014

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF KANE AND THE CITY OF AURORA**

This AGREEMENT is entered into this _____ day of 2014, by and between the COUNTY OF KANE, body corporate and politic of the State of Illinois, acting by and through its Division of Transportation, hereinafter called the "COUNTY", and the CITY OF AURORA, a municipal corporation of the State of Illinois, hereinafter called the "CITY". The CITY and the COUNTY are collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH:

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve Kane County Highway No. 24 (also known as Jericho Road) by making the following improvements:

Widening and bridge replacement in Sugar Grove Township, Kane County, Illinois (hereinafter referred to as the "Project"), and all other work appurtenant thereto and necessary to complete the Project in accordance with the approved plans and specifications as set forth in Section No.: 04-00329-00-BR;

and

WHEREAS, the COUNTY, as part of the Project, requires CITY water main relocation which includes adjustments to the CITY's fire hydrants and valve to accommodate various Project improvements; and

WHEREAS, the PARTIES by this instrument, desire to determine and establish their respective responsibilities toward engineering and construction (including fire hydrant and valve vault adjustments), funding and maintenance of the Project as proposed; and

WHEREAS, the COUNTY by virtue of its powers as set forth in the County Code 55 ILCS 5/1-1001 is authorized to enter into this Agreement; and

WHEREAS, the CITY by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this Agreement; and

WHEREAS, an intergovernmental agreement is appropriate and is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, of the Illinois Compiled Statutes, (5 ILCS 220/1).

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto mutually, covenant agree and bind themselves as follows; to wit:

I. ENGINEERING

- A.** The COUNTY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, for the Project.
- B.** The CITY shall review the plans and specifications which impact the CITY's water main facilities within thirty (30) calendar days of receipt thereof from the COUNTY. After review, the CITY will send a letter to the COUNTY indicating its approval, or its disapproval of the design of the water main relocation, fire hydrant and valve vault adjustments. Approval by the CITY shall mean the CITY agrees with all specifications in the plans, including alignment and location of the water main improvements. In the event of disapproval, the CITY will detail in writing its objections to the proposed plans and specifications for review and consideration by the COUNTY.
- C.** Any dispute concerning the plans and specifications shall be resolved in accordance with Section VI of this AGREEMENT.
- D.** The COUNTY agrees to assume overall Project responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.), as may be required by the Project, are secured by the PARTIES in support of general Project schedules and deadlines. The PARTIES hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.

II. UTILITY RELOCATION

- A.** The COUNTY agrees to provide the CITY, as soon as they are identified, the locations (existing and proposed) of CITY water main utility facilities within the existing COUNTY right of way of Jericho Road, which require adjustment as part of the Project. As part of its Project engineering responsibilities, the COUNTY shall identify adjustments to the aforementioned existing utilities.
- B.** The COUNTY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements to CITY water main facilities relocated as part of the Project.
- C.** The COUNTY agrees to make arrangements for and issue all permits for the Project and cooperate with necessary adjustments to existing utilities located within existing COUNTY rights of way, and on proposed COUNTY rights of way where improvements to COUNTY highways are proposed by the COUNTY to be done in conjunction with the Project. Adjustments for and

relocation of CITY water main facilities shall be at the sole expense of the CITY.

- D. At all locations where utilities are located on COUNTY rights of way and that must be adjusted due to work proposed by the COUNTY, the CITY agrees to cooperate with the COUNTY in making arrangements with the applicable utility and issue all permits for the requisite adjustment(s) at no cost to the COUNTY or the CITY.

III. CONSTRUCTION

- A. The COUNTY shall cause bids to be advertised and received, the contract(s), awarded, provide construction engineering inspections and cause the Project to be constructed in accordance with the Project plans and specifications, subject to reimbursement by the CITY as hereinafter stipulated.
- B. After award of the construction contract(s), any proposed changes from the plans and specifications that affect the CITY shall be submitted to the CITY for approval prior to commencing such work. The CITY shall review the proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the plans and specifications are not acceptable, the CITY shall detail in writing its specific objections. If the COUNTY receives no written response from the CITY within thirty (30) calendar days after delivery to the CITY of the proposed change, the proposed change shall be deemed approved by the CITY.
- C. After award of the construction contract(s), assuming there are no proposed changes to the plans and specifications that affect the CITY, the COUNTY shall provide no less than five (5) calendar days written notice to the CITY prior to commencement of work on the PROJECT.
- D. The COUNTY shall require its contractor(s) working within the COUNTY's rights of way to comply with the indemnification provision contained at in the Standard Specifications for Road and Bridge Construction of the Illinois Department of Transportation (most recent edition).
- E. The COUNTY shall require that the CITY, and their agents, officers, directors and employees be included as additional insured parties in the General Liability Insurance the COUNTY requires of its contractor(s) and that the CITY will be added as additional protected parties on all performance bonds required of the contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s). The COUNTY will also require that the COUNTY's contractor(s) maintain the CITY insurance documentation of the said insurance throughout the construction of the Project. Said insurance documentation will include copies of policies or

insurance certificates including copies of the applicable Additional Insured endorsements as required by this Agreement.

- F.** The COUNTY, on its own behalf and on the behalf of any entity working on behalf of the COUNTY pursuant to this Agreement, to the extent allowable by law, agrees to indemnify and hold harmless the CITY and its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, incurred by the CITY with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the COUNTY's or its employees', agents' or representatives' acts or omissions in the performance of the COUNTY's obligations pursuant to this Agreement.
- G.** The CITY, on its own behalf and on the behalf of any entity working on behalf of the CITY, pursuant to this Agreement, to the extent allowable by law, agrees to indemnify and hold harmless the COUNTY and its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, incurred by the COUNTY with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the CITY's or its employees', agents' or representatives' acts or omissions in the performance of the CITY's obligations pursuant to this Agreement.
- H.** Notices required to be delivered by the PARTIES pursuant to this Agreement shall be delivered as indicated in Section VI of this Agreement.
- I.** No inspections or approvals of the specifications or the work by the CITY or their employees, officers or agents shall relieve the COUNTY's contractor(s) of responsibility and liability for the proper performance of the work as determined by the COUNTY. COUNTY inspections and approvals shall not be considered a waiver of any right the CITY may have pursuant to this Agreement. All CITY communications and correspondence with the COUNTY's contractor(s) or relating to a contract shall be through the COUNTY, unless otherwise specifically approved by the Director of Transportation/County Engineer of the COUNTY. In the event a CITY representative discovers CITY related work that is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly notify in writing the Director of Transportation/County Engineer of the COUNTY or the Director of Transportation/County Engineer's duly designated representative.

IV. FINANCIAL

- A.** Except as otherwise identified herein, the COUNTY agrees to pay all Project related engineering, right of way, construction engineering and construction costs subject to reimbursement by the CITY as hereinafter stipulated.
- B.** It is mutually agreed by the PARTIES that the estimated cost to the CITY for the relocation of the CITYS water main is \$250,000.
- C.** It is further agreed that notwithstanding the estimated cost, the CITY will be responsible for the actual costs to adjust the fire hydrants and valve, all in conjunction with the Project.
- D.** The CITY agrees that upon proof of award of the contract for the Project and receipt of an invoice from the COUNTY, the CITY will pay to the COUNTY, an amount equal to 80% of its obligation incurred under this Agreement, based upon actual bid prices, and will pay the remainder of its obligation in a lump sum, upon completion of the Project based on final costs within 60 calendar days of receipt of an invoice therefore from the COUNTY.
- E.** The COUNTY shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT.
- F.** The CITY may request, after the construction contract(s) are let by the COUNTY, that supplemental work that increases the total costs of the Project or more costly substitute work be added to the construction contract(s). The COUNTY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the Project

V. MAINTENANCE - RESPONSIBILITIES

- A.** The COUNTY shall continue to have exclusive jurisdiction over Jericho Road in its entirety.
- B.** The CITY agrees to maintain, or cause to be maintained its water main located within the Jericho Road right of way in its entirety, relocate the same when reasonably requested by the COUNTY and be solely responsible for all the costs thereof.
- C.** It is understood and agreed by the PARTIES hereto that this Agreement shall supersede any and all earlier agreements entered into by the PARTIES regarding maintenance of COUNTY highways and/or CITY highways within the limits of this Project.

- D. All items of construction which are stipulated in this Agreement to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY. All items of construction which are stipulated in this AGREEMENT to be maintained by the CITY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the CITY.

VI. GENERAL PROVISIONS

- A. It is understood and agreed that this is an intergovernmental agreement between the City of Aurora and the County of Kane.
- B. It is understood and agreed by the PARTIES that the COUNTY shall have jurisdiction of Jericho Road. The CITY shall retain jurisdiction of the water main. For the purpose of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.
- C. Wherever in this Agreement approval or review by any of the PARTIES hereto is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D. Not later than fourteen (14) calendar days after execution of this Agreement each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the construction of the Project. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- E. In the event of a dispute between the PARTIES in the carrying out of the terms of this Agreement, the Director of Transportation/County Engineer of the COUNTY and the Director of Public Works / City Engineer of the CITY shall meet and resolve the issue.
- F. Any dispute concerning this Agreement that is not resolved as provided above shall be resolved by decision of the mayor of the CITY and the Board Chairman of the COUNTY and their decision shall be final.
- G. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. The COUNTY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a governmental

entity, whose mailing address is, 41W011 Burlington Road, St. Charles, Illinois 60175. The CITY certifies that its correct Federal Tax Identification number is 36-6005778 and it is doing business as a governmental entity, whose mailing address is, 44 East Downer Place, Aurora Illinois 60507.

- I. This Agreement may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- J. This Agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this Agreement.
- K. This Agreement shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- L. It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Kane County, Illinois.
- M. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the COUNTY:

The Kane County Division of
Transportation
41 W 011 Burlington Road
St. Charles, Illinois 60175.
Attn: Director of Transportation/County
Engineer

To the CITY:

The City of Aurora
44 east Downer Place
Aurora, Illinois 60507
Attn: Director of Public Works/City Engineer

- N. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into this Agreement.

IN WITNESS THEREOF, the PARTIES have executed this Agreement on the dates indicated.

THE CITY OF AURORA

By: _____
Mayor

Attest: _____

Date: _____

THE COUNTY OF KANE

By: _____
County Board Chairman

Attest: _____

Date: _____

