

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer

41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
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DATE: October 14, 2008
TO: Jean Weems
County Board
FROM: Linda Haines *Linda Haines*
SUBJECT: October County Board

3 – IGA with Village of Huntley, County of McHenry and County of Kane for
Start-Up Engineering Services Agreement for i-90 at IL 47 Interchange with
Document Vet Sheet

TRANSMITTED FOR:

- () YOUR INFORMATION AND FILE
- (X) YOUR APPROVAL AND/OR CORRECTION
- () AS REQUESTED
- () SEE BELOW

REMARKS: Please have the Chairman sign, send to County Clerk for signature and seal, and
then return to our office for further processing.

Thanks.

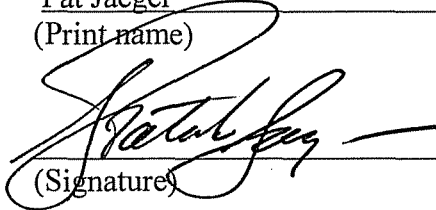
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: IGA between Village of Huntley, County of McHenry and County of Kane for Start Up Engineering Services Agreement – I-90 at IL 47 Interchange

Submitted by: Linda Haines

Date Submitted: July 14, 2008

Examined by: Pat Jaeger
(Print name)


(Signature)

Sept. 17, 2008
(Date)

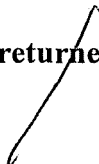
Comments: _____

Chairman signed:

Yes

No
(Date)

10-17-08

Document returned to: _____


Co. Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HUNTLEY, THE COUNTY OF MCHENRY AND
THE COUNTY OF KANE FOR PROFESSIONAL ENGINEERING SERVICES
INTERSTATE 90 AT ILLINOIS ROUTE 47 FULL INTERCHANGE**

This Agreement is entered into this _____ day of _____, 2008, by and between the VILLAGE of Huntley, a municipal corporation of the State of Illinois (hereinafter "HUNTLEY"), the County of McHenry, a body corporate and politic of the State of Illinois (hereinafter "MCHENRY"), and the County of Kane, a body corporate and politic of the State of Illinois (hereinafter "KANE"). HUNTLEY, MCHENRY and KANE individually may sometimes be referred to as a "PARTY" and collectively may sometimes be referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the Illinois State Toll Highway Authority (hereinafter "ISTHA"), the Illinois Department of Transportation (hereinafter "IDOT"), MCHENRY, KANE, and HUNTLEY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the I-90 Jane Addams Memorial Tollway by constructing a full interchange with Illinois Route 47 (hereinafter the "PROJECT"); and

WHEREAS, MCHENRY, KANE and HUNTLEY desire to enter into this Agreement in order to initiate services to complete the Final Design Concept Report for the PROJECT; and

WHEREAS, MCHENRY and KANE by virtue of the authority as set forth in the County Code (55 ILCS 5/1-1001 *et seq.*), and HUNTLEY by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, this Agreement is appropriate, authorized and encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*); and

WHEREAS, in order for the PROJECT to proceed in a timely manner for scheduling, funding and construction purposes, this Agreement is necessary and appropriate; and

WHEREAS, this Agreement provides for services for the preparation of a Final Design Concept Report (hereinafter "ENGINEERING") to be performed as the foundation for future design engineering services for the PROJECT; and

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

I. INCORPORATION

- A. The PARTIES acknowledge and agree that the preambles as set forth hereinabove are incorporated into and made a part of this Agreement.

II. ENGINEERING SERVICES AGREEMENT

- A. The PARTIES shall individually obtain the necessary legal and procedural approvals from their corporate authorities to authorize and fund their respective duties and obligations hereunder.
- B. Utilizing HUNTLEY as the lead agency for purpose of this Agreement, the PARTIES agree to retain the services of a qualified professional engineering firm, licensed to do business in the State of Illinois (hereinafter the "PROJECT ENGINEER") to provide ENGINEERING services for the PROJECT.
- C. Using the ENGINEERING Services Agreement in the identical form and substance as is attached hereto and incorporated herein as Exhibit "A" (hereinafter the "Startup Agreement"), HUNTLEY agrees to enter into the Startup Agreement with Graef, Anhalt, Schloemer & Associates Inc. as the PROJECT ENGINEER to provide the ENGINEERING services as described in the Startup Agreement for the PROJECT.
- D. It is mutually agreed by the PARTIES, that the cost of the ENGINEERING services as set forth in the Startup Agreement for the PROJECT will not exceed \$600,000.00 which cost shall to be split equally among and between the PARTIES.
- E. HUNTLEY agrees to cause the PROJECT ENGINEER to perform the ENGINEERING services as stated in the Startup Agreement subject to reimbursement by MCHENRY and KANE in the proportions as set forth hereinabove.

- F. Within 15 days of receipt of any preliminary or draft studies and reports from the PROJECT ENGINEER, HUNTLEY shall provide copies thereof to MCHENRY and KANE for input and recommendations. Within 30 days of receipt of any draft studies or reports from HUNTLEY, KANE and MCHENRY shall make recommendations and provide input to HUNTLEY which input and recommendations shall be forwarded by HUNTLEY to the PROJECT ENGINEER within thirty (30) calendar days of receipt thereof for incorporation into the Final Design Concept Report, as said report defined in the Startup Agreement. Within 15 days of receipt of the Final Design Concept Report as above described, Huntley shall provide copies thereof to MCHENRY and KANE for final review and approval. Within 30 days of receipt of the Final Design Concept Report from HUNTLEY, KANE and MCHENRY shall make final recommendations and provide final input to HUNTLEY which input and recommendations shall be forwarded by HUNTLEY to the PROJECT ENGINEER within thirty (30) calendar days of receipt thereof for incorporation into the Final Design Concept Report.

III. ENGINEERING AGREEMENT INVOICES

- A. Upon entering into the Startup Agreement with the PROJECT ENGINEER, HUNTLEY shall pay any PROJECT invoices received from the PROJECT ENGINEER pursuant to the scope of services outlined in Startup Agreement.
- B. HUNTLEY shall forward a copy of any and all invoices received from the PROJECT ENGINEER for the PROJECT to MCHENRY and KANE. Upon receipt thereof, MCHENRY and KANE will individually reimburse HUNTLEY within forty-five (45) calendar days of receipt of an invoice from HUNTLEY an amount equal to 33.33% of the total amount of the invoice received from the PROJECT ENGINEER. The total amount invoiced to and/or paid by each PARTY shall not exceed \$200,000.00.
- C. The PARTIES acknowledge and agree that any funds paid by HUNTLEY, MCHENRY and KANE will be deducted from the proportionate financial obligations specified in the pending intergovernmental agreement with ISTHA and IDOT for the full interchange at Illinois State Route 47 and the Interstate 90 Jane Addams Memorial Tollway.

IV. GENERAL PROVISIONS

- A. The PARTIES are committed to fulfilling the financial and contractual duties obligations as set forth herein until all work elements funded hereunder and as described in the Startup Agreement are completed.
- B. Other than the respective duties and obligations as contained in this Agreement, nothing contained herein is intended to create or establish, nor shall be construed as creating or establishing, any legal relationship or entity between the PARTIES.
- C. The provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- D. All of the Parties' duties, obligations and requirements related to the Startup Agreement are established solely by this Agreement and the policies, regulations and standards of the governing PARTIES. Any and all other oral agreements, negotiations, and prior written agreements in relation Startup Agreement are superseded by this Agreement.
- E. Any alterations, amendments, deletions, or waivers of any provisions of this Agreement shall be valid only when expressed in writing and executed by all of the PARTIES.
- F. Any notices required or permitted under this Agreement shall be sufficiently given if mailed by certified mail, return receipt requested, to the PARTIES as follows:

Village of Huntley: Village Clerk
Village of Huntley
10987 Main Street
Huntley, Illinois 60142

Kane County: Attn: County Engineer
Kane County Div. of Transportation
41 W 011 Burlington Road
St. Charles, Illinois 60175

McHenry County: Attn: County Engineer
McHenry County Div. of Transportation
16111 Nelson Road
Woodstock, Illinois 60098

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF HUNTLEY

By: _____
President

Date: _____

Attest: _____
Village Clerk

MCHEMRY COUNTY

By: _____
Chairman, McHenry County Board

Date: _____

Attest: _____
McHenry County Clerk

KANE COUNTY

By:  _____
Chairman, Kane County Board

Date: _____

Attest: _____
Kane County Clerk