

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: December 8, 2008
TO: Jean Weems
County Board Office
FROM: Linda Haines *Linda*
SUBJECT: December County Board

3 – Intergovernmental Agreement between County of Kane and the Village of Sugar Grove for Intersection Improvements of Bliss Road at Merrill Road with Document Vet Sheet

TRANSMITTED FOR:

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

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

Thanks.

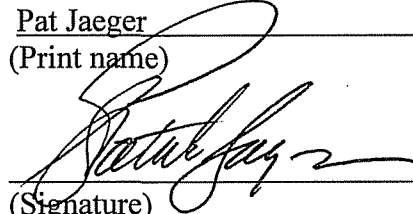
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Intergovernmental Agreement with Sugar Grove for Bliss Road
and Merrill Road Improvements, Kane County Section #07-00359-00-CH

Submitted by: Linda Haines

Date Submitted: November 10, 2008

Examined by: Pat Jaeger
(Print name)


(Signature)

November 14, 2008
(Date)

Comments: _____

Chairman signed: Yes No 12-15-08
(Date)

Document returned to: Co - Clerk



RESOLUTION NO. 20081202PW1

RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND THE VILLAGE OF SUGAR GROVE FOR THE BLISS ROAD AND MERRILL ROAD INTERSECTION IMPROVEMENTS

WHEREAS, the Illinois Constitution Act of 1970, Article VII, Section 10 and 5 ILCS220/1 et seq. authorizes the County of Kane (hereinafter the "County") and Village of Sugar Grove (hereinafter the "Village") to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and,

WHEREAS, the County and the Village have deemed it appropriate to make improvements to the intersection of Kane County Highway No. 78 (Bliss Road) and Merrill Road (hereinafter the "improvement"); and,

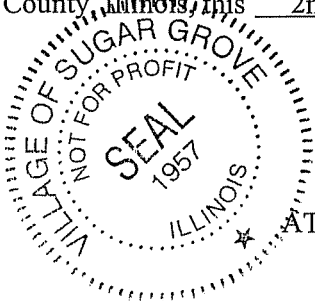
WHEREAS, the County and the Village have determined a mutually satisfactory allocation of responsibilities and costs for the improvement for an amount estimated to be \$1,000,000.00; and,

WHEREAS, the improvement is deemed by the County and the Village to be of immediate benefit to the residents of Kane County in that it shall facilitate the safe and efficient movement of traffic and shall provide for the safety of the motoring public,

NOW, THEREFORE, BE IT RESOLVED by the Village President and the Board of Trustees of the Village of Sugar Grove as follows:

That attached hereto and incorporated herein by reference as Exhibit A is an intergovernmental agreement between the County of Kane and the Village of Sugar Grove. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms and spirit of said intergovernmental agreement.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 2nd day of December, 2008.



P. Sean Michels
 President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois

ATTEST: Amy Welseth
 Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Robert E. Bohler	<u>/</u>	_____	_____	_____
Trustee Kevin M. Geary	<u>/</u>	_____	_____	_____
Trustee Mary Heineman	<u>/</u>	_____	_____	_____
Trustee Mari Johnson	<u>/</u>	_____	_____	_____
Trustee Thomas Renk	<u>/</u>	_____	_____	_____
Trustee Melisa Taylor	<u>/</u>	_____	_____	_____
President P. Sean Michels	<u>/</u>	_____	_____	_____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF KANE AND THE VILLAGE OF SUGAR GROVE
FOR INTERSECTION IMPROVEMENTS OF BLISS ROAD AT MERRILL ROAD**

This Agreement made and entered into this 9th day of December, 2008 A.D., by and between the Village of Sugar Grove, a municipal corporation of the County of Kane, State of Illinois, hereinafter referred to as the "VILLAGE", and the County of Kane, a body corporate and politic of the State of Illinois, hereinafter referred to as the "COUNTY"; witnesseth,

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the COUNTY and the VILLAGE to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and,

WHEREAS, the VILLAGE and the COUNTY agree that a future improvement to the intersection of Bliss Road (County Highway 78) at Merrill Road will be undertaken by the COUNTY to add turning lanes as identified in the roadway plans referred to as Section 07-00359-00-CH, which are incorporated herein by reference. Said future improvement of the intersection of Bliss and Merrill Roads is hereinafter referred to as the "IMPROVEMENT"; and

WHEREAS, the limits of said IMPROVEMENT will extend in all four directions from the intersection of the centerlines of said rights-of-way as indicated in Section 07-00359-00-CH roadway plans; and,

WHEREAS, it is deemed necessary in order to facilitate and assure the proper flow of traffic and to ensure safety to the motoring public to construct the IMPROVEMENT; and,

WHEREAS, the VILLAGE and the COUNTY are desirous of making said IMPROVEMENT in that the same will be of immediate benefit to their residents and permanent in nature; and,

WHEREAS, a portion of the territory that is subject to this agreement, including Merrill Road, is located within the corporate limits and under the jurisdiction of the VILLAGE. Bliss Road is under the jurisdiction of the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The COUNTY shall design or cause to be designed the IMPROVEMENT. The plans for the IMPROVEMENT shall be subject to the approval of the COUNTY'S Engineer. Upon final approval, the COUNTY'S Division of Transportation shall advertise for bids and award a contract for the construction of the IMPROVEMENT to the lowest qualified and responsible bidder.
2. The VILLAGE shall pay the COUNTY a total of three hundred seventy four thousand nine hundred forty-six dollars (\$374,946.00) towards the cost of construction of the IMPROVEMENT.

3. The COUNTY shall forward a copy of any and all invoices received for the IMPROVEMENT to the VILLAGE. Upon receipt thereof, the VILLAGE will reimburse the COUNTY within forty-five (45) calendar days of receipt of an invoice from the COUNTY an amount equal to 50% of the total amount of the invoice received from the COUNTY. The total amount invoiced to and/or paid by the VILLAGE shall not exceed three hundred seventy four thousand nine hundred forty-six dollars (\$374,946.00).
4. The VILLAGE agrees, utilizing its franchise or other rights when necessary to locate or relocate any utilities, municipal or otherwise, along Merrill Road in accordance with the requirements of the COUNTY to avoid potential roadway/utility conflicts for the IMPROVEMENT.
5. Any contractor hired by the COUNTY to perform the construction work on the IMPROVEMENT shall be required to indemnify and hold harmless both the COUNTY and the VILLAGE from claims, including but not limited to worker injury claims by including the following provision in the construction contract:

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the COUNTY and the VILLAGE and their respective agents and employees from and against any and all claims, damages, losses, economic losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6. That the COUNTY shall require the contractor for the IMPROVEMENT to purchase an Owner's Policy in the name of the County of Kane and to name the VILLAGE as additional insured on the contractor's general liability policy by including the following provision in the construction contract:

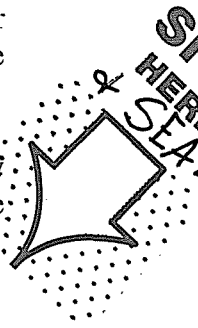
The contractor will obtain and maintain Commercial General Liability Insurance with broad form property damage coverage and contractual liability endorsement insuring the indemnity required of the Contractor. The VILLAGE will be named as additional insured on the Contractor's insurance policy. The additional insured endorsement included on the Contractor's policy will provide the following:

- a) That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor;
- b) That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis;
- c) That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- d) That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to the additional insured and the COUNTY.
- e) That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor;
- f) That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis;
- g) That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- h) That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to the additional insured and the COUNTY.

7. The VILLAGE shall indemnify, defend, and save harmless as herein provided, the COUNTY, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the foregoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses

all and in any case or manner arising out of, caused by, or in consequence of the negligence of the VILLAGE, its employees, officers, agents, or servants, or out of, caused by, or in consequence of and relating in any manner to the IMPROVEMENT or the VILLAGE's maintenance of Merrill Road.

8. The COUNTY shall indemnify, defend, and save harmless as herein provided, the VILLAGE, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of COUNTY its employees, officers, agents, or servants, or out of, caused by, or in consequence of and relating in any manner to the IMPROVEMENT or the COUNTY's maintenance of Bliss Road.
9. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns, and may be amended only by the written mutual consent of the VILLAGE and the COUNTY.
10. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing and signed by the COUNTY and the VILLAGE.



Executed this 9th day of December 2008 at Geneva, Illinois

COUNTY OF KANE

By: *Karen McConaughay*
Karen McConaughay, Chairman
County Board
Kane County, Illinois

ATTEST:

John A. Cunningham
Clerk, County Board
Kane County, Illinois

VILLAGE OF SUGAR GROVE

By: *P. Tom Mickel*
President
Sugar Grove, Illinois

ATTEST:

April Welsch
VILLAGE Clerk
Sugar Grove, Illinois

