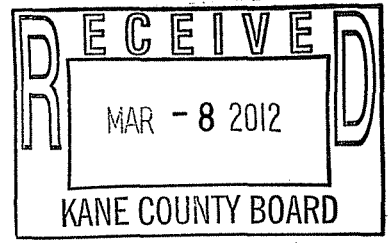


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Intergovernmental Agreement with the State of Illinois for Construction of Plank Road at Illinois Route 47, Kane County Section No. 07-00356-00-CH

Submitted by: Mary Philips

Date Submitted: February 16, 2012

Examined by: Pat Jaeger
(Print name)

(Signature)

03-05, 2012
(Date)

Post on Web: Yes No Atty. Initials

Comments:

Chairman signed: Yes No 3-12-12
(Date)

Document returned to: Marcy Philips

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 15

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR CONSTRUCTION OF PLANK ROAD AT ILLINOIS ROUTE 47
KANE COUNTY SECTION NO. 07-00356-00-CH**

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

WHEREAS, the County and the State (through its Illinois Department of Transportation) desire to cooperate among themselves to accomplish Construction for Kane County Highway No. 22 (Plank Road) at Illinois Route 47 intersection improvement (hereinafter referred to as the "Improvement"); and

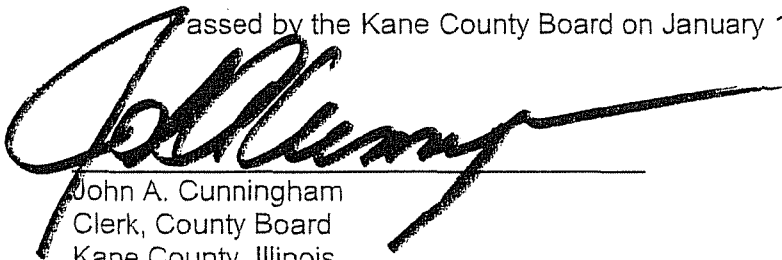
WHEREAS, the County and the State desire to undertake Construction for the Improvement at an estimated cost of Two Million Four Hundred Forty Two Thousand One Hundred One Dollars (\$2,442,101.00); and

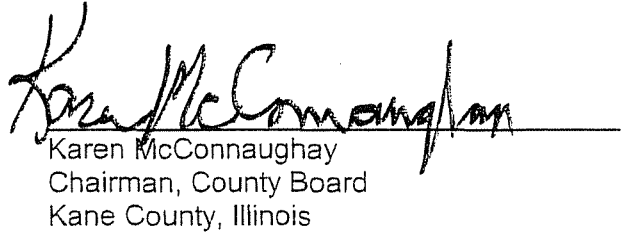
WHEREAS, the Improvement is deemed by the County and the State to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the safe and efficient movement of traffic and shall provide for the safety of the motoring public; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in the intergovernmental agreement (a copy of which is on file with the County Clerk's Office) with the County share of the Construction estimated to be \$796,860.00.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement with the State of Illinois acting through the Illinois Department of Transportation for Construction for the Improvement.

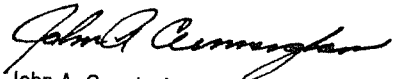
Passed by the Kane County Board on January 10, 2012.


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


Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes 20
No -
Voice -
Abstentions -

1PLANK-IL47PHIII-IDOT.4LH

STATE OF ILLINOIS
COUNTY OF KANE
DATE JAN 13 2012
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois

John A. Cunningham, Kane County Clerk

Local Agency	 Illinois Department of Transportation Local Agency/State Agreement	Job Number - Construction
County of Kane		C-91-016-08
Section 07-00356-00-CH		Job Number - Engineering/ROW

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Plank Road Route FAU 2262 Length 0.36 mile

Termini at IL 47

Current Jurisdiction LA and State of Illinois

Project Description

Intersection Improvement

Division of Cost

Type of Work	STATE	LA	Total
Participating Construction	1,645,241	796,860	2,442,101
Non-Participating Construction			0
Preliminary Engineering	0	0	0
Construction Engineering	0	0	0
Right-of-Way	0	0	0
			0
			0
TOTAL	\$1,645,241	\$ 0	\$796,860
			\$2,442,101

Note: Maximum STATE Participation not to exceed \$1,645,241.

Payment Method (check one):

- Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.
- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
 2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
 3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
 4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
 5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
 6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
 7. The LA shall maintain, for a minimum of 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. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
 8. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
 9. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
 10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
 11. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
 12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
-

EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Exhibit A - Location Map

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

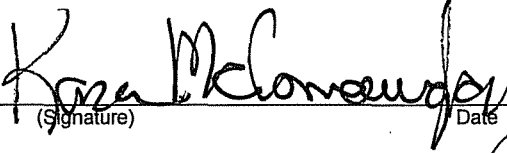
Local Agency

Karen McConnaughay

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)

 3-12-12
(Signature) Date

The above signature certifies the agency's TIN number is 36 6006585 conducting business as a Governmental Entity.

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways

Date

Ellen J. Schanzle-Haskins, Chief Counsel

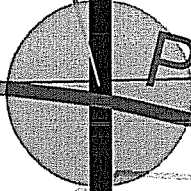
Date

Matthew R. Hughes, Acting Director of Finance and Administration Date

Local Agency
County of Kane

Section
07-00356-00-CH

Intersection Improvements



Plank Rd.

Illinois Rte 47

Plato Rd.



Legend

- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundry
- Township Boundry
- Fox River
- Forest Preserves
- Municipalities

Section Number: 07-00256-00-CH
 Plank Road at Illinois Route 47
 Intersection Improvements

