

AN INTERGOVERNMENTAL AGREEMENT
FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE
OF WILBER AVENUE BETWEEN
THE CITY OF CHAMPAIGN, SOMER TOWNSHIP, AND
THE COUNTY OF CHAMPAIGN

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Champaign, a municipal corporation ("Champaign"); Somer Township, ("Somer"); and the County of Champaign, Illinois ("County") ("Parties").

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Champaign, Somer, and the County to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-408, 5-410, 5-410.1, 7-101 and 9-101 all provide statutory authority for Champaign, Somer, and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of roads and streets; and

WHEREAS, the responsibility to provide for a highway system rests with Champaign, Somer, the County, and the State; and

WHEREAS, Champaign, Somer, and the County desire to perform this function as efficiently and effectively as possible thereby reducing costs to local taxpayers; and

WHEREAS, Wilber Avenue from Market Street to its termination 0.44 miles east is currently under the jurisdiction of the Illinois Department of Transportation ("State"); and

WHEREAS, the portion of Wilber Avenue from Market Street to 0.14 miles east, as shown in Exhibit #1, is in the municipal boundaries of Champaign and the remaining 0.30 miles, as shown in Exhibit #1A, are in Somer Township; and

WHEREAS, Champaign, Somer and the County find it to be in the best interest of the public to accept a jurisdictional transfer of Wilber Avenue from the State; and

WHEREAS, The State pursuant to procedures set forth in the Bureau of Local Roads and Streets Manual and publication, Jurisdictional Transfer Guidelines for Highway and Street Systems (2006), and through the State's Office of Planning and Programming, have made a present worth calculation of the highway and structures to be transferred shown in Exhibit #2, and have the present worth calculation for the Jurisdictional Transfer at \$1,550,000.00 for all 0.44 miles. Champaign's portion will be \$496,000.00 for 0.14 miles and Somer's portion will be \$1,054,000.00 for 0.30 miles; and

WHEREAS, the City would agree to deposit the \$496,000.00 into its Motor Fuel Tax account and expend these funds or as much of these funds as are needed to reconstruct the 0.14 miles of Wilber Avenue within their municipal boundaries; and

WHEREAS, Somer would agree to deposit the \$1,054,000.00 into its Motor Fuel Tax account and expend these funds or as much of these funds as are needed to reconstruct the 0.30 miles of Wilber Avenue in Somer Township; and

WHEREAS, the County has secured a grant in the amount of \$250,000.000 from the Illinois Department of Commerce and Economic Opportunity to be used for the improvement of the drainage along Wilber Avenue; and

WHEREAS, Champaign, Somer, and the County find it to be in the best interest of the public to design and construct the section of Wilber Avenue from Market Street to 0.44 miles east.

NOW, THEREFORE, Champaign, Somer, and the County, in consideration of the mutual promises and covenants herein, agree as follows:

Paragraph 1. Incorporation of Recitals. The recitals set forth above are hereby incorporated in their entirety within the body of this Agreement.

Paragraph 2. Definitions.

(a) "Agreement" means this Agreement concerning the design, construction, and maintenance of Wilber Avenue.

(b) "Highway" means any public way for vehicular travel, which has been laid out in pursuance of any law of this State. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, side paths, bridges, drainage structures, channels and detention basins, signs, traffic signals, guard rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular, bicycle, or pedestrian traffic.

(c) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.

(d) "Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.

(e) "Maintenance" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.

(f) "Jurisdictional Transfer" means the jurisdictional transfer of Wilber Avenue from the State to Champaign and Somer as shown in Exhibit #1 and Exhibit #1A, respectively.

Paragraph 3. Project. "The Project" is defined as all work required to complete Wilber Avenue from Market Street to 0.44 miles east as described in Paragraph 4.

Paragraph 4. Project Description. The Project will include design engineering, acquisition of easements if needed, construction engineering, excavation, embankment work, utility

relocations, sidewalks, drainage structures and facilities, installation of signs, and bituminous paving over an aggregate base for two lanes of Wilber Avenue.

Paragraph 5. Lead Agency. The County shall be the lead agency.

Paragraph 6. Engineering and Other Services.

(a) **Engineering.** The County will utilize its own staff to develop plans, specifications, and estimates (PS&E) for the Project. The final design and construction plans for the Project shall be reviewed and approved by the Champaign City Engineer and the Somer Township Highway Commissioner prior to IDOT's review and approval to construction bid. The approval of such plans shall not be unreasonably denied. The County will oversee the construction of the project with its own staff. All costs incurred by the County for engineering shall be borne by the County. If any change orders are required during construction the lead agency shall receive prior approval from the Champaign City Engineer and the Somer Township Highway Commissioner before approving any change order. The lead agency shall also obtain written authorization from the Champaign City Engineer and the Somer Township Highway Commissioner should the lead agency determine that it is necessary for any reason to increase the cost of the contracts, provided the increases do not exceed the total approved project budget.

(b) **Construction Bid Letting and Award.** The lead agency will advertise the Project for contractor bids on the County's website, in The News-Gazette, and in the IDOT Contractor's Weekly Construction Bulletin. All contractor bids for the Project will be due to the County at a predetermined date and time. Contractor bids for the project will be publicly opened and read aloud by the County at a predetermined date and time. Champaign and Somer will review all Project bids for completeness and accuracy. Once the lowest responsive and responsible Project bidder is identified, the County shall obtain concurrence from Champaign and Somer on bid

award. Once Champaign and Somer provide bid concurrence, the County shall award a construction contract based on the construction bid received and accepted, obtain a performance bond in an amount equal to one hundred percent (100%) of the total contract amount, and execute any and all IDOT forms and documents necessary to carry out the terms of this Agreement.

(c) Other Professional Services. The lead agency shall select, negotiate and pay for other professional services as necessary for the completion of the project.

Paragraph 7: Right of Way Acquisition. No Right of Way is anticipated for this project. If any Right of Way is needed it shall be the subject of an amendment to this agreement.

Paragraph 8. Implementation.

(a) Timing. Champaign, Somer, and the County agree to take all necessary steps to implement the Project and perform those activities set forth in this Agreement. It is the intent of the parties to complete the engineering design work for the Project in 2024 and the construction in 2025.

(b) Champaign Budgeting: Somer Budgeting: County Appropriations. For this Agreement the City will budget their \$496,000 from the Jurisdictional Transfer; Somer will budget their \$1,054,000 from the Jurisdictional Transfer; and the County will budget their \$250,000 from the Department of Commerce and Economic Opportunity. The County funds will be used for drainage improvements along Wilber Avenue and Champaign and Somer shall share the remainder of the construction costs on a prorated basis based on the mileage. Champaign's share shall be $0.14/0.44 = 31.8\%$ and Somer's share shall be $0.30/0.44 = 68.2\%$.

(c) **As-Built Drawings.** The County shall provide Champaign and Somer as-built drawings of the Project as constructed in accordance with this agreement. Such drawings shall be provided within ninety (90) days after completion of the Project.

Paragraph 9. Maps. Attached hereto as Exhibit #1 is a map of which the Parties agree is Champaign's section of the highway subject to the provisions of this Agreement and Exhibit #1A is a map of which the Parties agree is Somer's section of highway subject to the provisions of this Agreement.

Paragraph 10. Effective Date of Agreement. The Agreement shall be effective, as between Champaign, Somer, and the County, on the date approved by the last of the Parties to approve it.

Paragraph 11. Maintenance. Once the Project is completed the following understanding for maintenance is as follows:

- (a) Wilber Avenue from Market Street to 0.14 miles east of Market Street shall be the responsibility of Champaign.
- (b) Wilber Avenue from 0.14 miles east of Market Street to its terminus, 0.44 miles east of Market Street, shall be the responsibility of Somer.

Paragraph 12. Amendment. No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

Paragraph 13. Record Retention. As lead agency, the County shall retain all available Project records and files for a minimum period of ten (10) years after Project completion. At the end of the ten (10) year period copies of all available Project records and files will be provided by the County to Champaign at Champaign's request, and original documents may be transferred by the County to Champaign at Champaign's request after compliance with the Local Records Act and any other applicable law.

Paragraph 14. Quality of Work; Damage to Others' Property. The Project shall be constructed in a workmanlike manner substantially in accordance with the plans approved by the Parties. The Project shall be constructed so as to not unduly injure or interfere with the property of another.

The County shall require any third parties retained for the Project to maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Champaign and Somer and the County against liability for bodily injury and/or property damage, including Champaign and Somer and County property, occurring on or about the Project location which may arise out of, result from or be in any way connected with the Project. The liability under such insurance will not be less than Ten Million Dollars (\$10,000,000) for any one occurrence. The third party will be required to provide Champaign and Somer and the County with a certificate of insurance naming Champaign and Somer and the County as additional insureds as respects liability that Champaign and Somer and the County may incur as a result of the activities on the Project location, and will provide thirty (30) days advance written notice to Champaign and Somer and the County of any modifications, changes or cancellations. The County shall require any third parties retained for the Project to protect, indemnify and save harmless Champaign and Somer, and any of their officers, lessees, agents, servants and employees, or any member of the general public, from any and all claims or liability for loss, death, injury, or damage to any property, which may in any way arise out of, result from or be in any way connected with the Project.

Paragraph 15. Further Actions. The Parties hereby agree to take any official action necessary to accomplish any of the undertakings set forth in this Agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation of funds, the execution of any and

all IDOT forms and documents necessary to carry out the Jurisdictional Transfer and the terms of this Agreement, and the execution of any and all other undertakings set forth in this Agreement. The City Manager of the City of Champaign or the City Manager's designee, and the applicable officials of Somer and the County, are hereby authorized by the approval of this Agreement by the respective governing bodies of the Parties to execute any such documents necessary to carry out the terms of this Agreement.

Paragraph 16. Notices. Notice with respect to any matter contained herein shall be in writing and sent first class and mailed to:

Champaign:
City Manager
City of Champaign
102 N. Neil St.
Champaign, IL 61820

County:
County Executive
County of Champaign
1776 E. Washington
Urbana, IL 61802

Somer:
Highway Commissioner
Somer Township
5406 NW Arrowhead Dr.
Urbana, IL 61801

City Engineer
City of Champaign
702 Edgebrook Dr.
Champaign, IL 61820

County Engineer
County of Champaign
1605 E. Main St.
Urbana, IL 61802

Or such address or counsel as any Party hereto shall specify in writing pursuant to this Section from time to time. A courtesy copy of any notice with respect to any matter contained herein shall also be e-mailed to the respective officials of the Parties indicated above.

Paragraph 17. Entire Agreement. This Agreement represents the entire Agreement between the Parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties and may not be modified except in writing acknowledged by all Parties.

Paragraph 18. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and each of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City of Champaign

By: 
City Manager

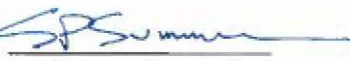
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Somer Township

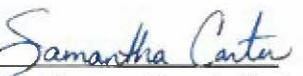
By: 
Hwy Commissioner

Date: 6-11-24

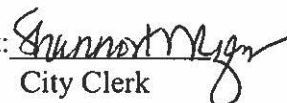
County of Champaign


By: 
County Executive

Date: May 24, 2024

By: 
County Board Chair

Date: May 24, 2024

Attest: 
City Clerk

Attest: 
Twp. Clerk

Attest: 
County Clerk

APPROVED AS TO FORM:

By: 
Asst. City Attorney

6/4/24 (CB 2024-087)
City Council Approval Date

APPROVED AS TO FORM:

By: 
Its Attorney

6-11-24
Township Approval Date

APPROVED AS TO FORM:

By: 
Its Attorney

May 23, 2024
County Board Approval Date