

RESOLUTION NO. 17-1

WHEREAS, the County of Sangamon is a unit of local government organized and existing under the laws of the State of Illinois, Chapter 55 of the Illinois Compiled Statutes, and authorized by Section 10 of Article 7 of the Constitution of the State of Illinois to enter into an Intergovernmental Agreement;

WHEREAS, the Sangamon Mass Transit District is a local mass transit district organized and existing under the Local Mass Transit District, 70 ILCS 3610, and authorized by Section 10 of Article 7 of the Constitution of the State of Illinois to enter into an Intergovernmental Agreement;

WHEREAS, the County of Sangamon and the Sangamon Mass Transit District are desirous of a cooperative effort in relation to construction and improvements on parking lots located at 900 E. Washington Street, 901 E. Adams Street, 911-917 E. Adams Street and the County owned lot at the corner of E. Adams Street and South 11 Street in Springfield, Sangamon County;

NOW THEREFORE, BE IT RESOLVED, by the members of the Sangamon County Board this 9th day of April, 2018, that the Intergovernmental Agreement between Sangamon County and Sangamon Mass Transit District, a copy of which is attached hereto and marked "Exhibit A", in an amount not to exceed the estimated construction cost determined by Hanson Engineering is hereby approved.

RECEIVED
2660

APR 06 2018

Respectfully Submitted,
Finance Committee

Andy Goleman
SANGAMON COUNTY AUDITOR

**AGREEMENT FOR COUNTY'S PARTICIPATION
IN THE CONSTRUCTION OF A PARKING LOT**

This Agreement ("Agreement") is entered into on _____, 2018, between the SPRINGFIELD MASS TRANSIT DISTRICT d/b/a Sangamon Mass Transit District ("SMTD") and Sangamon County, State of Illinois ("County") (collectively "the Parties") for the Parties' collaboration in connection with the construction of a parking lot and building renovations on the blocks of 900 - 1000 E. Washington Street and 900 - 1000 E. Adams Street in Springfield, Illinois, 62703.

BACKGROUND

- The Parties each own real estate which they will lease to the other party. Specifically, (1) SMTD owns real estate at 900 E. Washington Street, 901 E. Adams Street and 911-917 E. Adams Street in Springfield, Illinois ("West Lot"), which it will lease to the County for use of a parking lot; (2) the County owns real estate at the corner of E. Adams Street and S. 11th Street in Springfield, Illinois ("East Lot"), which it will lease to SMTD for a transfer site for loading and unloading passengers and for providing a relief station for SMTD's drivers;
- SMTD has commissioned and approved engineering plans and specifications for improvements on the East Lot;
- The County has commissioned and approved engineering plans and specifications for improvements on the West Lot ("West Lot Plans");
- In the interest of efficiency and fiscal economy, SMTD, on March 15, 2018, sought competitive bids for a firm-fixed-price contract with a qualified company capable of constructing a parking lot and completing building renovations on both the East Lot and the West Lot. That invitation for bids is titled "SMTD IFB #2018" and available at SMTD's website at <https://static1.squarespace.com/static/5304fe29e4b0658094be390f/t/5aaa7fc0f9619ada929bc67a/1521123266767/IFB+Parking+Lot+and+Building+Rehabilitation.pdf>;
- The bid proposals for SMTD IFB #2018 are due April 16, 2018;
- On or after April 16, 2018, SMTD will award a contract for construction work on the East Lot and West Lot;

"EXHIBIT A"

AGREEMENT

The Parties now agree to the following terms:

1. SMTD will follow all applicable competitive bidding requirements and award a construction contract for both the East Lot and the West Lot ("Construction Contract") to the lowest responsible bidder ("Contractor").
2. The Construction Contract will include the West Lot Plans.
3. SMTD or its agents will administer the Construction Contract and regularly inspect the construction of the contract work. All work on the West Lot shall be in compliance with the West Lot Plans and subject to regular inspection by Sangamon County or its agents;
4. The County will be responsible for the following portions of the costs due under the Construction Contract:
 - a. 100% of all work performed on the West Lot;
 - b. proportional amount based upon total project cost of the Contractor's overhead and profit;
 - c. proportional amount based upon total project cost of the Contractor's bond/insurance and permits costs; and
 - d. proportional amount based upon total project cost of the Contractor's start up/mobilization cost.
6. SMTD will pay the Contractor for the Contractor's work on the West Lot as well as the Contractor's expenses associated with the overhead, profit, bond/insurance, permits and start up/mobilization and the County will promptly – but no later than 30 days within receiving an invoice from SMTD – reimburse SMTD for all payments SMTD made to the Contractor for work on the West Lot and for proportional share of the Contractor's overhead, profit, bond/insurance, permits and start up/mobilization, as outlined in paragraph 5 b.-d. above.

7. All extra work orders or changes in the plans affecting the West Lot shall be subject to the County's prior approval.
8. Upon completion of the Construction Contract, the County will maintain the West Lot at its sole cost and expense. SMTD, at its expense, shall maintain the East Lot.
9. If the County identifies any deficiencies in the Contractor's work on the West Lot under the Construction Contract SMTD will assist the County in its efforts to ensure a correction of those deficiencies.
10. Both Parties shall not be responsible or liable to the other or to any other person for any claims, damages, demands, judgments, fines, penalties, expenses, actions, or causes of actions of any kind or character arising out of or by reason of the negligent performance of any work by the other as provided in this Agreement, and each party further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work.
11. Miscellaneous.
 - a. Illinois law will govern this Agreement.
 - b. Any changes to Agreement must be in writing, and signed by both Parties. This Agreement supersedes any previous understandings or agreements between the Parties relating to construction or paving of the East Lot and West Lot. But this Agreement leaves intact the Parties' leases to one another for the East Lot and West Lot.
 - c. Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement.
 - d. No delay or failure by either party to enforce or exercise any rights or remedies under this Agreement shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.
 - e. This Agreement may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same agreement. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Agreement.

f. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to this Agreement.

g. In the event of any controversy, claim, or dispute relating to this instrument or the breach of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

The Parties have executed this Agreement in multiple originals on the date last written above.

Sangamon County

Sangamon County Mass Transit District

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____