

**RESOLUTION
R 24-17**

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard and the York Township Highway Commissioner regarding the resurfacing of Highridge Road east of Westmore-Meyers Road.

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 6th day of April, 2017.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: None

Approved this 6th day of April, 2017.



**Keith T. Giagnorio
Village President**

ATTEST:



**Sharon Kuderna
Village Clerk**

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE YORK TOWNSHIP HIGHWAY COMMISSIONER
REGARDING IMPROVEMENTS TO HIGHRIDGE ROAD**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this 6th day of APRIL, 2017, by and between the York Township Highway Commissioner (hereinafter referred to as the "Commissioner") and the Village of Lombard (hereinafter referred to as the "Village"). The Commissioner and the Village are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Commissioner has jurisdiction over Highridge Road, for a distance of approximately 708 feet, from 1112 Highridge Road to 1208 Highridge Road (hereinafter referred to as the "Township Roadway"); and

WHEREAS, the Village has jurisdiction over Highridge Road, for a distance of approximately 915 feet, from Westmore-Meyers Road to 1112 Highridge Road (hereinafter referred to as the "Village Roadway" – the Township Roadway and the Village Roadway being hereinafter referred to collectively as the "Highridge Roadway"); and

WHEREAS, the Highridge Roadway is in disrepair, and the Village and the Commissioner desire to make improvements, including a two (2) inch grinding and overlaying of the Highridge Roadway, and installation of curb and driveway apron replacement along the Township Roadway, as shown on Exhibit A attached hereto and made part hereof (hereinafter referred to as the "Project"); and

WHEREAS, the Village has prepared engineering plans, specifications and estimates for the Project under the supervision of a registered engineer in the State of Illinois; and

WHEREAS, it is in the best interests of the Village and the Commissioner to enter into an agreement to undertake the Project; and

WHEREAS, the Village agrees to pay all costs and expenses associated with the design and construction of the Project, subject to being reimbursed by the Commissioner for the costs and expenses associated with the Township Roadway portion of the Project; and

WHEREAS, the Parties to this Agreement desire to set forth their respective rights and duties concerning the costs and expenses for the construction of the Project;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. That the Recitals set forth above are made part hereof, as if set forth in full in this Section 1.
2. The Village will act as the lead agency for the design, bidding, award of the contract and construction of the Project.
3. The Village, as lead agency, will prepare sufficient documentation to determine the extent of services, improvements, and labor and material quantities associated with the Township Roadway portion of the Project, and all amounts/quantities shown in Exhibit B attached hereto and made part hereof, relative to the Township Roadway portion of the Project, and the Village Roadway portion of the Project, will be adjusted accordingly based upon the actual final quantities.
4. The Village will take over maintenance duties relative to the Highridge Roadway during the construction phase of the Project; that is, the Village will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion of the Project, and written acceptance of the Township Roadway portion of the Project by the Commissioner, the Village shall transfer maintenance duties for the Township Roadway portion of the Project back to the Commissioner.
5. The Village will require all contractors to name the Commissioner and his officers, agents and employees as additional insureds on insurance policies, with certificates of insurance to evidence same, plus indemnification from said contractors relative to claims against the Commissioner as a result of the construction of the Project. The Village will require the contractor to meet or exceed minimum levels of insurance, based on either the Village's or the Commissioner's requirements, whichever is more stringent.
6. The Village agrees to pay, or cause to be paid, the actual costs for the Village Roadway portion of the Project.

7. The Commissioner agrees to pay the actual costs for the Township Roadway portion of the Project, up to a maximum of \$83,782.50.
8. Upon completion of the Project, the Village shall provide the Commissioner with the actual cost incurred for the construction of the Township Roadway portion of the Project, as set forth on Exhibit B, along with documentation to support said amount. The Commissioner shall, within sixty (60) days of receipt of the foregoing, pay to the Village the amount of the actual cost of the Township Roadway portion of the Project, not to exceed the amount set forth in Section 7 above.
9. The Village will provide sufficient assistance throughout the Project to successfully coordinate utility shut downs, relocations, detours, haul routes, newsletters and customer relations in the Project area, as needed, if any.
10. The Village shall complete or cause the completion of the construction of the Project under this Agreement, on or before October 15, 2017, absent *force majeure*.
11. The Commissioner agrees to issue any and all necessary permits relative to the Village's construction of the Project.
12. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

A. If to the Village:

Director of Public Works
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

B. If to the Commissioner:

Highway Commissioner
York Township Highway Department
1502 South Meyers Road
Lombard, Illinois 60148

IN WITNESS WHEREOF, the Village and the Commissioner have caused this Agreement to be duly executed by their respective authorized representatives, with the last date of execution to be the date set forth in the opening paragraph of this Agreement.

VILLAGE OF LOMBARD


Keith Giagnorio
Village President

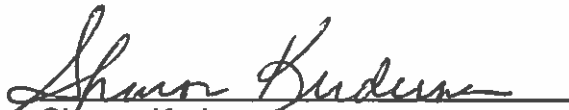
Date: APRIL 6, 2017

**YORK TOWNSHIP
HIGHWAY COMMISSIONER**


Dick Schroeder
Highway Commissioner

Date: 3/20/17

ATTEST:


Sharon Kuderna
Village Clerk

Date: APRIL 6, 2017

Exhibit A

Project Scope

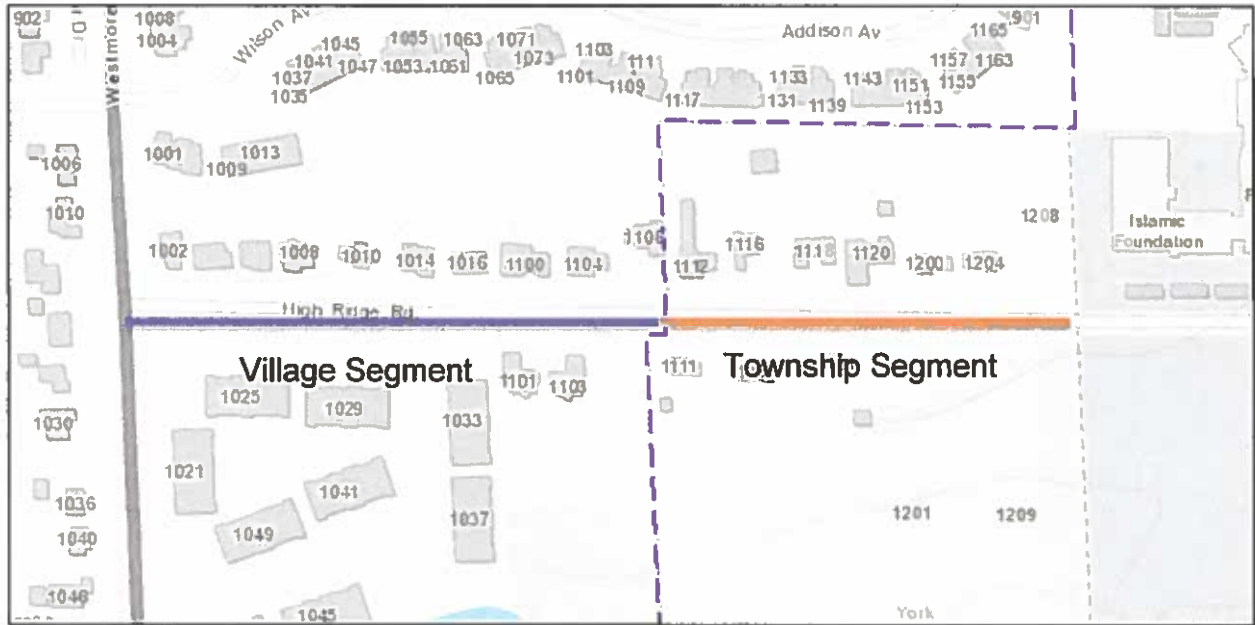


Exhibit B

Project Cost Estimates

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
20200100	Earth Excavation	CY	87	\$50.00	\$4,350.00
20201200	Removal and Disposal of Unsuitable Material	CY	0	\$50.00	\$0.00
40201000	Aggregate for Temporary Access	TN	0	\$30.00	\$0.00
40600290	Bituminous Materials (Tack Coat)	LB	885	\$0.10	\$88.50
40600625	Leveling Binder (Machine Method), N50	TN	83	\$74.00	\$6,142.00
40600990	Temporary Ramp	SY	0	\$25.00	\$0.00
40603335	HMA Surface Course, Mix D, N50, 2"	TN	220	\$72.00	\$15,840.00
42400200	Portland Concrete Sidewalk 5"	SF	225	\$6.00	\$1,350.00
42400800	Detectable Warnings	SF	0	\$18.00	\$0.00
44000157	HMA Surface Removal 2"	SY	1,967	\$2.50	\$4,917.50
44000161	HMA Surface Removal 3"	SY	0	\$2.95	\$0.00
44000200	Driveway Pavement Removal	SY	309	\$15.00	\$4,635.00
44000500	Combination Curb and Gutter Removal	FT	0	\$10.00	\$0.00
44000600	Sidewalk Removal	SF	225	\$1.50	\$337.50
44201676	Class D Patches, Type IV, 2" HMA Surface Course, Mix D, N50, 2"	SY	0	\$30.00	\$0.00
44201681	Class D Patches, Type I, 3" HMA Surface Course, Mix D, N50, 3"	SY	0	\$50.00	\$0.00
44201682	Class D Patches, Type II, 3" HMA Surface Course, Mix D, N50, 3"	SY	0	\$50.00	\$0.00
44201683	Class D Patches, Type III, 3" HMA Surface Course, Mix D, N50, 3"	SY	0	\$50.00	\$0.00
44201684	Class D Patches, Type IV, 3" HMA Surface Course, Mix D, N50, 3"	SY	0	\$30.00	\$0.00
44201692	Class D Patches, Type II, 4"	SY	0	\$45.00	\$0.00
44201694	Class D Patches, Type III, 4"	SY	0	\$45.00	\$0.00
44201696	Class D Patches, Type IV, 4"	SY	0	\$45.00	\$0.00
44201717	Class D Patches, Type II, 6"	SY	0	\$45.00	\$0.00
44201721	Class D Patches, Type III, 6"	SY	0	\$40.00	\$0.00
44201723	Class D Patches, Type IV, 6"	SY	50	\$35.00	\$1,750.00
44201771	Class D Patches, Type IV, 10"	SY	0	\$45.00	\$0.00
60603800	Combination Concrete Curb and Gutter, Type B6.12	FT	1,409	\$18.00	\$25,362.00
60605000	Combination Concrete Curb and Gutter, Type B6.24	FT	0	\$20.00	\$0.00
66900200	Non-Special Waste Disposal	CY	0	\$100.00	\$0.00
70101700	Traffic Control and Protection (Lombard)	LS	0	\$20,000.00	\$0.00
70101700	Traffic Control and Protection (Bensenville)	LS	0	\$2,500.00	\$0.00

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
70101700	Traffic Control and Protection (Woodridge)	LS	0	\$2,500.00	\$0.00
78000100	Thermoplastic Pavement Marking-Letters & Symbols	SF	0	\$6.00	\$0.00
78000200	Thermoplastic Pavement Marking-Line 4"	FT	0	\$1.00	\$0.00
78000400	Thermoplastic Pavement Marking-Line 6"	FT	0	\$2.50	\$0.00
78000600	Thermoplastic Pavement Marking-Line 12"	FT	0	\$3.75	\$0.00
78000650	Thermoplastic Pavement Marking-Line 24"	FT	0	\$4.50	\$0.00
78009000	Modified Urethane Pavement Marking- Ltrs & Symbols	SF	0	\$6.00	\$0.00
78009004	Modified Urethane Pavement Marking- Line 4"	FT	0	\$1.00	\$0.00
78009006	Modified Urethane Pavement Marking- Line 6"	FT	0	\$1.20	\$0.00
78300100	Pavement Marking Removal	SF	0	\$2.25	\$0.00
88600100	Detector Loop, Type I	FT	0	\$22.00	\$0.00
Z0004510	HMA Driveway Pavement 3"	SY	131	\$30.00	\$3,930.00
Z0004514	HMA Driveway Pavement 4"	SY	0	\$32.00	\$0.00
Z0004518	HMA Driveway Pavement 5"	SY	0	\$36.00	\$0.00
Z0048665	Railroad Protective Liability Insurance	LS	0	\$7,000.00	\$0.00
X0017400	Drainage & Utility Structures to be Adjusted	EA	0	\$500.00	\$0.00
X0017700	Drainage & Utility Structures to be Reconstructed	EA	0	\$1,200.00	\$0.00
X2010200	Tree Root Pruning with Base Preparation	EA	0	\$105.00	\$0.00
X2110104	Topsoil, Furnished and Placed 4" (Special)	SY	400	\$4.00	\$1,600.00
X2500920	Seeding, Class 1A (Special)	SY	400	\$3.50	\$1,400.00
X2511630	Erosion Control Blanket	SY	400	\$3.50	\$1,400.00
X4230710	PCC Driveway Pavement 6" (Special)	SY	178	\$60.00	\$10,680.00
	Dust Control	UNIT	0	\$100.00	\$0.00
TOTAL ESTIMATED COST OF WORK INCLUDING ALL LABOR, MATERIALS AND PROFITS.					\$83,782.50

ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of APRIL, 2017.

Karen A. Ellis
Notary Public

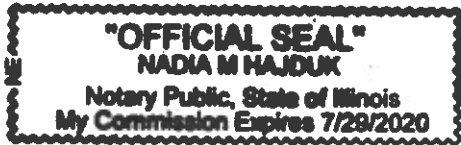


ACKNOWLEDGMENT

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Dick Schroeder, personally known to me to be the York Township Highway Commissioner, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such York Township Highway Commissioner, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said York Township Highway Commissioner, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20 day of March, 2017.



Nadia M. Hajduk
Notary Public