

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: August 5, 2005 (COW) (B of T) **Date:** 08/18/2005

TITLE: A Resolution Authorizing Signature of President and Clerk on an Agreement (Intergovernmental Agreement Between the County of DuPage and the Village of Lombard for the Construction of a bicycle-Pedestrian Bridge to Grade Separate CH55 / Great Western Trail from Grace Street, UPRR and St. Charles Road).

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *Dratnol*

BACKGROUND/POLICY IMPLICATIONS:

(See attached memo)

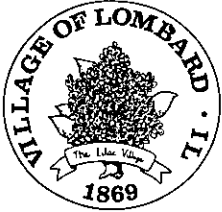
FISCAL IMPACT/FUNDING SOURCE:

\$200,000 Grant from DuPage County
HTE Proj: 0603 PW Proj: M-06-03

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X *Timothy Sectors* Date *8/4/05*
Village Manager X *W. Thomas Lichter* Date *8/4/05*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



InterOffice Memo

To: William T. Lichter, Village Manager
Through: Wesley B. Anderson, Director of Public Works *WBA*
From: David A. Dratnol, P.E., Village Engineer *DAE*
Date: August 5, 2005
Subject: IGA Between DuPage County and Village of Lombard for the Construction of a Bicycle-Pedestrian Bridge to Grade Separate CH55 / Great Western Trail from Grace St, UPRR and St Charles Rd

Attached are two originals of an "Intergovernmental Agreement Between the County of DuPage and the Village of Lombard for the Construction of a Bicycle-Pedestrian Bridge to Grade Separate CH55 / Great Western Trail from Grace Street, UPRR and St Charles Road" and a Resolution authorizing the signature of the Village President and Village Clerk on the agreement.

As you will recall, the Village applied for and received guaranteed funding for the bridges across Grace Street, the Union Pacific Railroad and St. Charles Road through the DuPage Mayors and Managers Conference (STP Funding) for 80% of the cost of construction (with a maximum federal share of \$1,935,000). The Great Western Trail Bridges is shown in the Village's 2006 – 2015 Capital Improvement Plan for construction in FY2010 with engineering programmed to start in FY2007.

The agreement is for a grant from the County to the Village to assist with the Village's costs for engineering on the project. The agreement calls for the County to pay to the Village certain sums based on the following schedule: \$50,000 upon execution of a Phase I Engineering Services Agreement; \$50,000 upon execution of a Phase II Engineering Services Agreement (if separate from the Phase I agreement) or upon notice to proceed to the Engineer for Phase II services (if there is only a single agreement for the Phase I and Phase II engineering services) and \$100,000 upon award of a construction contract.

After completion of construction, the Village will be responsible for the maintenance of the bridges. As part of the agreement, the County agrees to provide access rights to the Village for purposes of maintaining the bridges.

Please present the Resolution and IGA to the Village Board at their regularly scheduled meeting on August 18, 2005. Staff will be available to answer any questions. If approved, please return the two executed originals to Public Works. We will then forward the originals to the County for their execution. After County approval, one original will be returned to the Village.

cc: File: M-06-03

RESOLUTION
R _____ 06

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 County of DuPage and the Village of Lombard for the Construction of a Bicycle-Pedestrian Bridge to Grade Separate CH55 / Great Western Trail from Grace Street, UPRR and St. Charles Road, as attached hereto and marked Exhibit "1"; and

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 18th day of August, 2005.

Ayes; _____

Nays: _____

Absent: _____

Approved this 18th day of August, 2005.

William J. Mueller
Village President

ATTEST:

Bridgitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF LOMBARD
FOR THE CONSTRUCTION OF A BICYCLE-PEDESTRIAN BRIDGE
TO GRADE SEPARATE
ON 55/GREAT WESTERN TRAIL FROM GRACE STREET,
UPRR AND ST. CHARLES ROAD
SECTION 05-00275-00-BT

This AGREEMENT is made and entered into this _____ day of _____, 2005, by and between the County of DuPage, a body corporate and politic of the State of Illinois ("COUNTY"), with offices at 421 North County Farm Road, Wheaton, Illinois 60187, and the Village of Lombard, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("VILLAGE") with offices at 255 E. Wilson, Lombard, Illinois, 60148.

RECITALS

WHEREAS, the COUNTY and the VILLAGE are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY and the VILLAGE desire to improve the Great Western Trail and construct a bicycle-pedestrian bridge across Grace Street, St. Charles Road and the Union Pacific Railroad within the Village of Lombard commonly known as the Great Western Trail Grace Street Bridge Project (hereinafter referred to as the "PROJECT") utilizing grant funding from the federal Surface Transportation Program; and

WHEREAS, the COUNTY and the VILLAGE have determined to jointly plan, design, and construct these improvements to improve safety and enhance the trail system and enter into this agreement (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate and share in the cost to construct the PROJECT because of the immediate benefit of the PROJECT to the residents of the COUNTY and the VILLAGE; and

WHEREAS, this PROJECT was shown in the 2003 DuPage County Trail System Improvement Plan for the Illinois Prairie Path and Great Western Trail and budgeted for funding participation in the 2005 budget; and

WHEREAS, the VILLAGE shall act as the Local Agency for the PROJECT and shall provide initial funding for the PROJECT; and

WHEREAS, it is in the best interests of the COUNTY and the VILLAGE to clarify their rights and responsibilities with respect to the PROJECT.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0 TERM OF THIS AGREEMENT

2.1 This AGREEMENT shall be in effect after its execution by the parties through December 31, 2010.

3.0 SCOPE OF WORK AND PROJECT COST

3.1 The location of the PROJECT is shown on Exhibit A attached hereto and made a part hereof. The description of the PROJECT is set forth in Exhibit B attached hereto and made a part hereof.

3.2 The PROJECT cost is estimated to be two million five-hundred ten thousand dollars (\$2,510,000), of which the federal Surface Transportation Program Grant administered by the Illinois Department of Transportation through the DuPage Mayors and Managers Conference will be providing funding for seventy-five percent (75%) of the construction cost of the PROJECT; said seventy-five percent (75%) of the construction cost being estimated at one million five-hundred fifteen thousand dollars (\$1,515,000).

The COUNTY and VILLAGE cost participation for PROJECT engineering and twenty-five percent (25%) local match is

estimated at nine hundred ninety-five thousand dollars (\$995,000).

4.0 RESPONSIBILITIES OF THE VILLAGE

- 4.1 The VILLAGE shall act as the Local Agency and be responsible for completing all preliminary engineering, design engineering, right-of-way acquisition (if necessary), utility coordination, construction engineering and any other work required to ensure the PROJECT is implemented.
- 4.2 The VILLAGE shall be responsible for all the costs associated with each component of the PROJECT supplemented by support from the COUNTY as stated herein.
- 4.3 The VILLAGE shall submit copies of the Preliminary (Phase I) Engineering Study and the Design (Phase II) Engineering Plans and Specifications to the COUNTY for review and approval on a periodic basis. Approval by the COUNTY shall not be unreasonably withheld or delayed.

5.0 RESPONSIBILITIES OF THE COUNTY

- 5.1 The COUNTY agrees to review the Preliminary (Phase I) Engineering Study as well as the Design (Phase II) Engineering Plans and Specifications and provide written review comments to the VILLAGE on a timely basis.
- 5.2 The COUNTY agrees to fund the PROJECT up to a total amount of two hundred thousand dollars (\$200,000.00) according to the following schedule; said amounts to be paid to the VILLAGE:

Fifty thousand dollars (\$50,000) Preliminary (Phase I) Engineering Study (payable upon VILLAGE execution of Phase I engineering services agreement)

Fifty thousand dollars (\$50,000) Design (Phase II) Engineering Plans and Specifications (payable upon VILLAGE execution of Phase II engineering services agreement)

One hundred thousand dollars (\$100,000) Construction (Phase III) Engineering (payable upon construction contract bid award)

6.0 MAINTENANCE

6.1 Upon completion of the construction the VILLAGE shall be responsible for maintenance of the PROJECT. As part of this AGREEMENT, the COUNTY agrees to provide access rights to the VILLAGE for purposes of maintaining the PROJECT.

7.0 INDEMNIFICATION

7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

7.2 The COUNTY, to the extent allowed by law, shall indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this subsection or subsection 7.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided.

8.0 ENTIRE AGREEMENT

8.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

FOR THE VILLAGE

David Dratnol, P.E.
Village Engineer
Village of Lombard
255 E. Wilson
Lombard, IL 60148

FOR THE COUNTY

Charles Tokarski, P.E.
County Engineer
DuPage County Division of
Transportation
421 N. County Farm Road
Wheaton, IL 60187

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

10.2 If the VILLAGE fails to deliver to the COUNTY the documents required pursuant to Subsection 4.3 of this AGREEMENT, the COUNTY may, at its option, declare this AGREEMENT null and void and of no further effect. The COUNTY shall immediately deliver written notice of such a determination to the VILLAGE.

11.0 NON-ASSIGNMENT

11.1 This AGREEMENT shall not be assigned by either party without the prior written consent of the other party, whose consent shall not be unreasonably withheld or delayed.

12.0 GOVERNING LAW

12.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge that they have read and understand this AGREEMENT and intend to be bound by its terms.

Dated at Wheaton, Illinois this ____ day of _____, 2005.

Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:

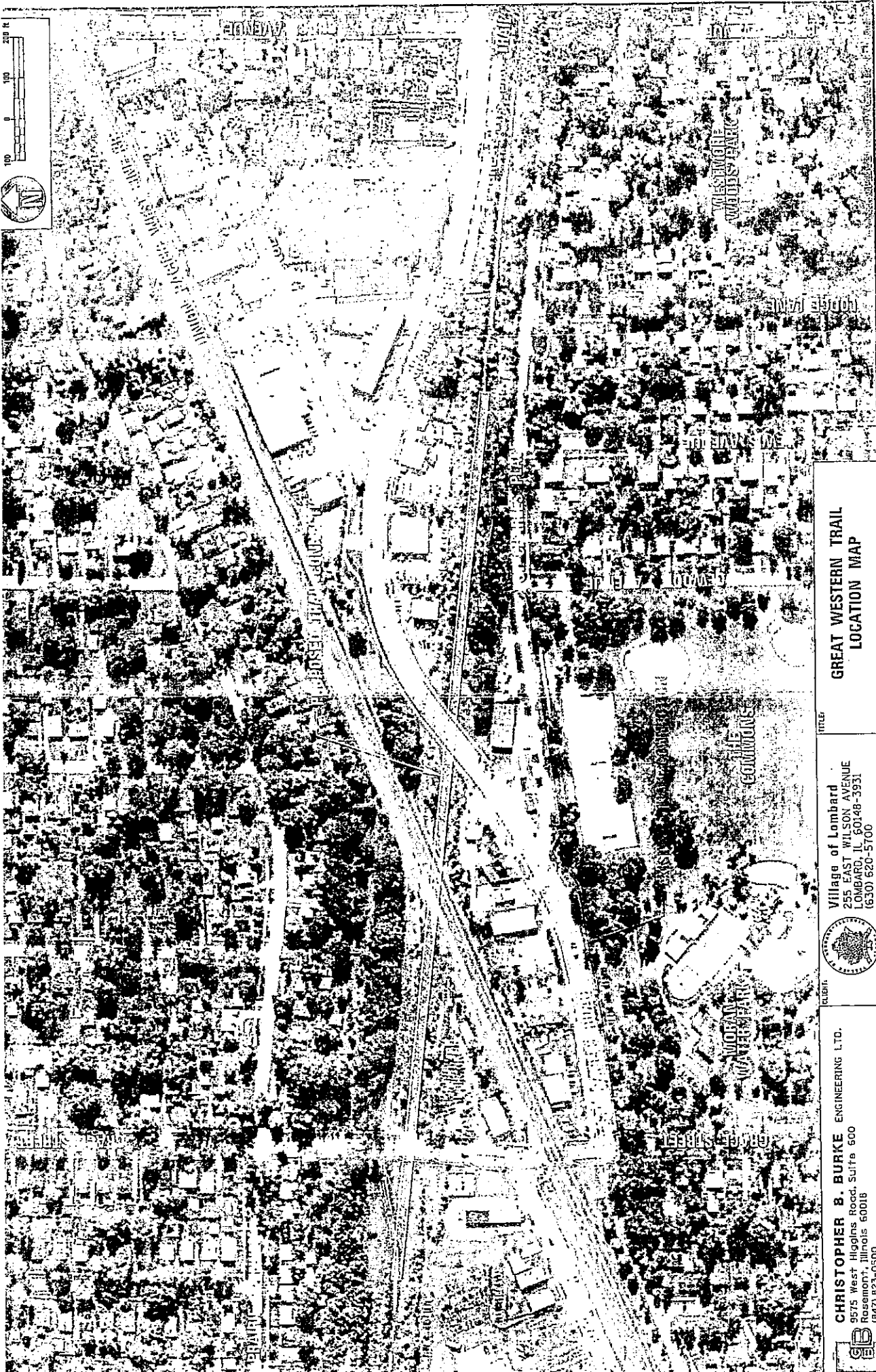
Gary A. King, County Clerk

Dated at Lombard, Illinois this ____ day of _____, 2005.

William J. Mueller, Village President
Village of Lombard

ATTEST:

Brigitte O'Brien, Village Clerk
Village of Lombard



**GREAT WESTERN TRAIL
LOCATION MAP**

Village of Lombard
255 EAST WILSON AVENUE
LOMBARD, IL 60148-3931
(630) 620-5700



CHRISTOPHER B. BURKE ENGINEERING LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500



Exhibit A

EXHIBIT B

Project Description

The Great Western Trail Grace Street Bridge project will consist of the construction of two new bridges and associated appurtenances to carry the Great Western Trail over Grace Street, the Union Pacific Railroad (UPRR) and St. Charles Road. A 150' long bridge over Grace Street and a 600' long bridge over the UPRR and St. Charles Road are proposed.