

7 2010

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

This Agreement (hereinafter referred to as the "AGREEMENT") is entered into this 17 day of June, 2010, by and between the York Township Highway Commissioner (hereinafter referred to as "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 Madison Street between Finley Road and IL Route 53 (hereinafter referred to as the "ROADWAY"); and

WHEREAS, the ROADWAY is in disrepair, and the VILLAGE and COMMISSIONER desire to make improvements, including grinding and overlaying the ROADWAY, installation of curb and gutter, installation of sidewalks, installation of street lighting and the installation of a traffic signal 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 interest of the citizens of the VILLAGE and COMMISSIONER to enter into an agreement to undertake the PROJECT; and

WHEREAS, the VILLAGE agrees to pay all costs associated with the design and construction of the PROJECT, as specified in Exhibit "A" attached hereto and made part hereof; 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 both the Parties hereto, the Parties hereby agree as follows:

1. The VILLAGE will act as the lead agency for the bidding, award of the contract and construction of the PROJECT.

2. The VILLAGE, as lead agency, will prepare sufficient documentation to determine the extent of services, improvements, and labor and material quantities associated with the COMMISSIONER portion of the PROJECT, and all amounts/quantities shown in Exhibit "B"

attached hereto and made part hereof, relative to the COMMISSIONER portion of the PROJECT, and the VILLAGE portion of the PROJECT, will be adjusted accordingly based upon the actual final quantities.

3. The VILLAGE will take over maintenance duties of the PROJECT during the construction phase; 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 COMMISSIONER's portion of the PROJECT by the COMMISSIONER, the VILLAGE shall transfer maintenance duties for the COMMISSIONER's portion of the PROJECT back to the COMMISSIONER, with the exception of the traffic signal maintenance at Madison Street and IL Route 53, which shall remain the responsibility of the VILLAGE.

4. 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 or the COMMISSIONER's requirements, whichever is more stringent.

5. The VILLAGE agrees to pay, or cause to be paid, \$3,577,893 of the PROJECT costs, based on the Exhibit "B" unit costs for those portions of the PROJECT that are within the COMMISSIONER's jurisdiction. These costs are defined as "Intersection Improvements" and Village Improvements" on Exhibit "B".

6. The COMMISSIONER agrees to pay actual PROJECT costs based on the Exhibit "B" unit costs, up to a maximum of \$402,049, for those portions of the PROJECT that are within the COMMISSIONER'S jurisdiction. These costs are defined as "Non-Village Improvements" on Exhibit "B".

7. The VILLAGE agrees not to annex the limits of the PROJECT before January 1, 2018 under 65 ILCS 5/7-1 et seq. Should the VILLAGE deem necessary the annexation of any section of the PROJECT, it shall refund to the COMMISSIONER, the COMMISSIONER's monetary contribution to the cost of the PROJECT, on a prorated basis as defined by the "Annexation Reimbursement Schedule" contained in Exhibit "C", attached hereto and made part hereof, upon any such annexation.

8. 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.

9. The VILLAGE shall complete or cause the completion of the construction of the PROJECT under this AGREEMENT on or before 12-31-13, absent force majeure.

10. The VILLAGE will supply one (1) set of reproducible record drawings to the COMMISSIONER within six (6) months of completion of construction of the PROJECT.

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, IL 60148

B. If to the COMMISSIONER:

Highway Commissioner  
York Township Highway Department  
1502 S. Meyers Road  
Lombard, IL 60148

IN WITNESS WHEREOF, the VILLAGE and the COMMISSIONER have caused this AGREEMENT to be duly executed by their respective authorized corporate authorities.

**VILLAGE OF LOMBARD**

Date: June 17, 2010

By:   
President

ATTEST:

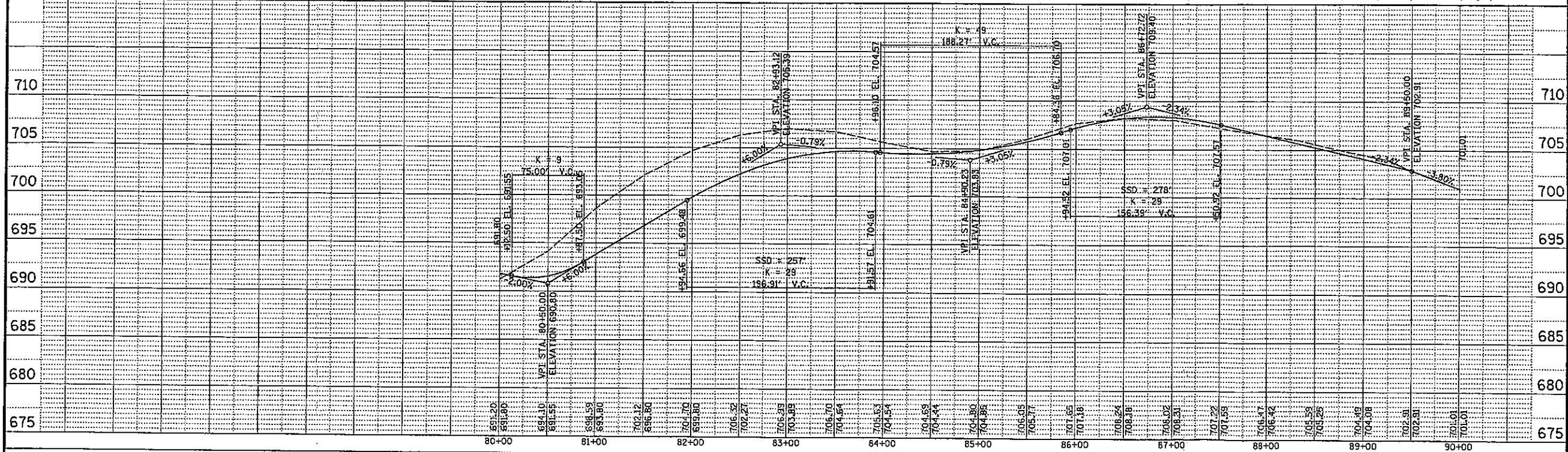
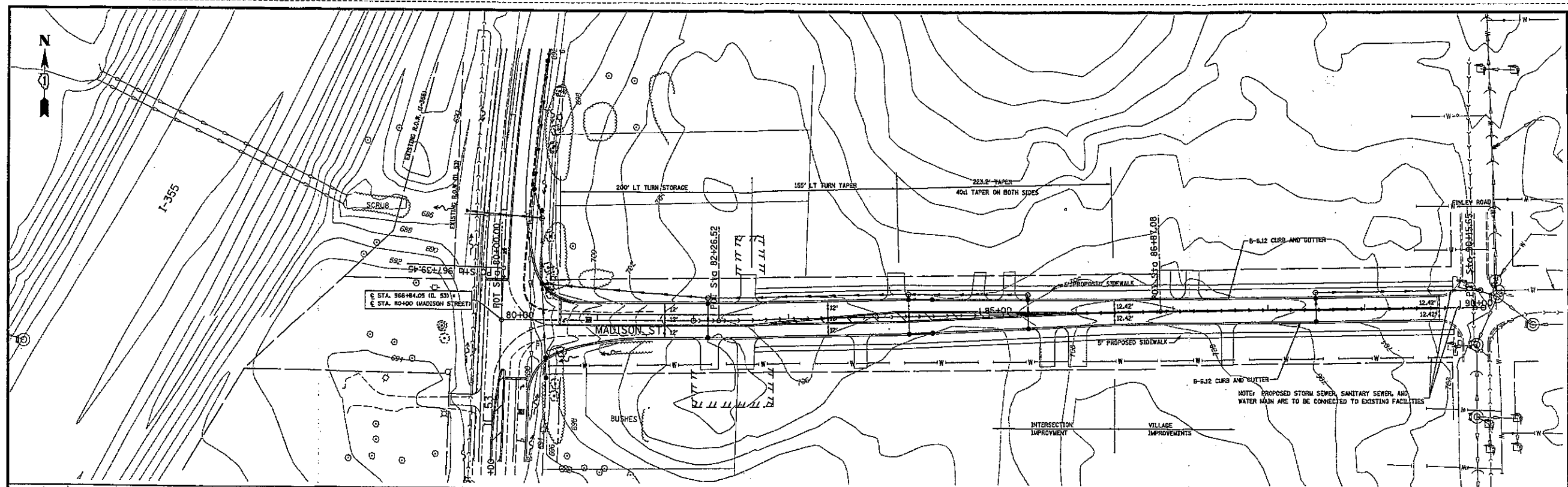
  
Clerk

**YORK TOWNSHIP HIGHWAY COMMISSIONER**

Date: JUNE 7 2010

By:   
Highway Commissioner

**Exhibit "A"**  
**PROJECT SCOPE**



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



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

NO.	DATE	NATURE OF REVISION	CHKD.
1			
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PROJECT NO. 06524  
 SHEET 2 OF 2  
 DRAWING NO. EXHIBIT E-4.1b

PROJECT NO. 06524  
 SHEET 2 OF 2  
 DRAWING NO. EXHIBIT E-4.1b

**Exhibit "B"**  
**COST ESTIMATES**

Earthwork Items	Unit	Unit Cost	Intersection Improvements		Village Improvements		Non-Village Improvements	
			Quantity	Cost	Quantity	Cost	Quantity	Cost
Earth Excavation	CY	\$23.50	3441	\$80,864	0	\$0	495	\$11,632.50
Furnish and Place Embankment	CY	\$23.50	400	\$9,400	0	\$0	0	\$0.00
Topsoil 4"	SY	\$5.50	6400	\$35,200	0	\$0	1625	\$8,937.50
Sodding	SY	\$6.00	6400	\$38,400	0	\$0	1625	\$9,750.00
<b>Maintenance of Traffic Items</b>								
Temporary Pavement	Sy	\$43.00	2100	\$90,300	0	\$0	0	\$0.00
Furnish Excavation (for temporary pavement)	Cy	\$23.50	2240	\$52,640	0	\$0	0	\$0.00
Earth Excavation (for temporary pavement)	Cy	\$23.50	2240	\$52,640	0	\$0	0	\$0.00
Temporary Pavement Removal	SY	\$5.00	2100	\$10,500	0	\$0	0	\$0.00
Temporary Pavement Markings	LSUM	\$7,500.00	1	\$7,500	0	\$0	0	\$0.00
<b>Removal Items</b>								
Pavement Removal	SY	\$13.00	1050	\$13,650	0	\$0	808	\$10,504.00
CC&G Removal	FT	\$7.00	750	\$5,250	0	\$0	0	\$0.00
Driveway Pavement Removal	SY	\$14.00	783	\$10,962	0	\$0	337	\$4,718.00
Storm Sewer Removal	FT	\$16.00	600	\$9,600	0	\$0	0	\$0.00
Drainage Structure Removal	EACH	\$500.00	6	\$3,000	0	\$0	0	\$0.00
Pipe Culvert Removal	FT	\$9.00	200	\$1,800	0	\$0	0	\$0.00
<b>Roadway Items</b>								
Pavement/Pavement Widening	SY	\$70.00	6797	\$475,790	0	\$0	1209	\$84,630.00
Bit. Overlay	SY	\$22.00	5449	\$119,878	0	\$0	0	\$0.00
Type B-6.12 CC&G	FT	\$20.00	1960	\$39,200	0	\$0	880	\$17,600.00
5" PPC Sidewalk	SF	\$6.00	0	\$0	3687	\$22,122	3600	\$21,600.00
Bit. Shoulders	SY	\$32.00	1400	\$44,800	0	\$0	0	\$0.00
Agg. Shoulders	SY	\$11.00	687	\$7,337	0	\$0	0	\$0.00
Driveway Pavement	SY	\$35.00	783	\$27,405	0	\$0	337	\$11,795.00
<b>Storm Sewer Items</b>								
Storm Sewer (mainline)	FT	\$65.00	670	\$43,550	0	\$0	175	\$11,375.00
Storm Sewer (laterals)	FT	\$45.00	632	\$28,440	0	\$0	30	\$1,350.00
Catch Basins	EACH	\$2,000.00	21	\$42,000	0	\$0	2	\$4,000.00
Manholes	EACH	\$1,900.00	5	\$9,500	0	\$0	2	\$3,800.00
Trench Backfill	CY	\$35.00	600	\$21,000	0	\$0	125	\$4,375.00
Driveway Culverts	FT	\$40.00	225	\$9,000	0	\$0	0	\$0.00
<b>Traffic Control Items</b>								
Traffic Signal	Each	\$275,000.00	1	\$275,000.00	0	\$0	0	\$0.00
<b>Sanitary Sewer Items</b>								
Manhole	EACH	\$2,500.00	0	\$0	3	\$7,500	0	\$0.00
8" Sanitary Sewer	FT	\$60.00	0	\$0	875	\$52,500	0	\$0.00
Service Connection w/cleanouts	EACH	\$4,000.00	0	\$0	9	\$36,000	3	\$12,000.00
Trench Backfill	CY	\$35.00	0	\$0	1700	\$59,500	0	\$0.00
<b>Watermain Items</b>								
8" Water Main	FT	\$55.00	0	\$0	950	\$52,250.00	0	\$0.00
Valve Vault	EACH	\$1,800.00	0	\$0	1	\$1,800.00	0	\$0.00
8" Valve	EACH	\$1,500.00	0	\$0	1	\$1,500.00	0	\$0.00
Fittings	LBS	\$7.00	0	\$0	500	\$3,500.00	0	\$0.00
Service Connection	EACH	\$2,000.00	0	\$0	9	\$18,000.00	3	\$6,000.00
Fire Hydrant	EACH	\$3,500.00	0	\$0	4	\$14,000.00	0	\$0.00
Trench Backfill	CY	\$35.00	0	\$0	50	\$1,750.00	0	\$0.00
			<b>Sub-Total</b>	<b>\$1,564,606</b>		<b>\$270,422</b>		<b>\$224,067</b>
Erosion Control (2% of Sub-Total)				\$31,292		\$5,408		\$ 4,481.34
Traffic Control and Protection (4% of Sub-Total)				\$62,584		\$10,817		\$ 8,962.68
Construction Layout (1.5% of Sub-Total)				\$23,469		\$4,056		\$ 3,361.01
Miscellaneous items (25% of Sub-Total)				\$391,151		\$67,606		\$ 56,016.75
			<b>construction total</b>	<b>\$2,073,102</b>		<b>\$358,309</b>		<b>\$296,889</b>
Utility Relocation (Estimated)	L. SUM			\$250,000		50,000		25000
Proposed Right-of-Way Acquisition								
Temporary Construction Easements (Estimated)	SQ. FT	\$27.00	7037	\$190,000				
Phase 1 Engineering (7% of Construction -Includes Geotech)				\$145,117		\$25,082		\$20,782
Phase 2 Engineering (10% of Construction)				\$207,310		\$35,831		\$29,689
Phase 3 Engineering (10% of Construction)				\$207,310		\$35,831		\$29,689
			<b>project total</b>	<b>\$3,072,840</b>		<b>\$505,053</b>		<b>\$402,049</b>
			<b>grand total</b>			<b>\$3,979,941</b>		

**Exhibit "C"**  
**ANNEXATION REIMBURSEMENT SCHEDULE**

In the event that the VILLAGE annexes any property, within the PROJECT area under the jurisdiction of the Commissioner, in accordance with 65 ILCS 7-1 et seq., the VILLAGE agrees to reimburse the COMMISSIONER for PROJECT costs on the following basis:

If the VILLAGE annexes the property prior to December 31, 2014, the VILLAGE shall reimburse to the COMMISSIONER eighty percent (80%) of the COMMISSIONER's PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2015 and December 31, 2015, the VILLAGE shall reimburse to the COMMISSIONER sixty percent (60%) of the COMMISSIONER's PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2016 and December 31, 2016, the VILLAGE shall reimburse to the COMMISSIONER forty percent (40%) of the COMMISSIONER's PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.

If the VILLAGE annexes the property between January 1, 2017 and December 31, 2017, the VILLAGE shall reimburse to the COMMISSIONER twenty percent (20%) of the COMMISSIONER's PROJECT costs, as calculated pursuant to Section 6 of this AGREEMENT.