

**VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION**

For Inclusion on Board Agenda

Resolution or Ordinance (Blue)	_____	X
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: 8/29/06 (COW) (B of T) **Date:** September 7, 2006

TITLE:

Intergovernmental Agreement with York Township
Luther, Church, Morris and Grace Streets Improvements



SUBMITTED BY: Wesley B. Anderson, Director of Public Works

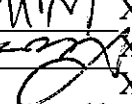

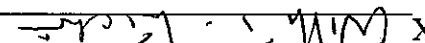
BACKGROUND/POLICY IMPLICATIONS:

See attached memo.

FISCAL IMPACT/FUNDING SOURCE:

\$159,726 / 7101.809500 (Project #0712)

Review (as necessary):

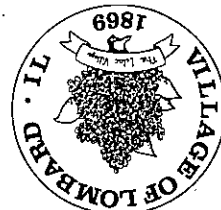
Village Attorney X		Date	08/30/06
Finance Director X		Date	08/30/06
Village Manager X		Date	8/30/06

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.

DISTRICT ATT.

060479



To: William T. Lichter, Village Manager

From: Wesley B. Anderson, Director of Public Works

Date: August 25, 2006

Subject: Revision of IGA with York Township regarding Luther, Church, Morris
and Grace Streets

On August 17, 2006 the Board approved an IGA with York Township regarding Lombard participating in a Township project to grind and overlay streets where responsibility is shared between the two parties. During the IGA finalization process York Township identified an issue with processing the Village's payment through the Township. The Village Attorney, in coordination with York Township, determined a solution that allows the Village to pay the contractor directly.

The revised IGA deletes the provision regarding processing the payment through the Township and now has the Village paying the contractors (prime and resident engineer) directly. All other aspects of the agreement remain unchanged including the cost of the project. The estimated cost of Lombard's share of the project is:

Construction	\$ 145,726
Resident Engineering & materials testing	\$ 14,000

I recommend that the Board of Trustees rescind the initial Intergovernmental Agreement approved on August 17, 2006 and approve the Revised Intergovernmental Agreement between Lombard and York Township regarding the Luther, Church, Morris and Grace Streets project. Request that the enclosed Intergovernmental Agreement go before the Board of Trustees as an item for separate action.

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 Village of Lombard and York Township, as attached hereto and marked Exhibit "A"; 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 contract as attached hereto.

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

Adopted this 7th day of September, 2006

Ayes: _____

Nays: _____

Absent: _____

Approved this 7th day of September, 2006

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

REVISED INTERGOVERNMENTAL AGREEMENT

**CONSTRUCTION PHASE
LUTHER, MORRIS, CHURCH and
GRACE STREETS PROJECTS**

THIS AGREEMENT is entered into this _____ day of _____, 2006, by and between YORK TOWNSHIP (hereinafter referred to as "Township") and the VILLAGE OF LOMBARD (hereinafter referred to as "Lombard"), each acting through its respective Village President and Board of Trustees.

WITNESSETH:

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, Lombard and the Township each have jurisdiction over a portion of Luther, Morris, Church and Grace Streets; and

WHEREAS, Luther, Morris, Church and Grace Streets are in disrepair and Lombard and Township are desirous of making improvements to Luther, Morris, Church and Grace Streets which includes grinding and overlaying Luther, Morris, and Church Streets in the area north of Roosevelt Road and east of Westmore-Meyers Road, and Grace Street north of 15th Place including installation of gutter as more fully described on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "Project"); and

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

WHEREAS, Lombard and Township agree to share the costs for the improvements as specified in Exhibit B; and

WHEREAS, it is in the best interests of the citizens of the respective Villages to enter into an agreement to make improvements to Luther, Morris, Church and Grace Streets; and

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

WHEREAS, the Village of Lombard approved the Intergovernmental Agreement on August 17, 2006;

WHEREAS, York Township through its Highway Commissioner approved the Intergovernmental Agreement on August 22, 2006; and

WHEREAS, the parties deem it appropriate to approve this Revised Intergovernmental Agreement amending paragraph 3 of the Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the foregoing, pursuant to the powers of intergovernmental cooperation and in consideration of the mutual promises hereinafter set forth, it is agreed by and between Lombard and Township as follows:

1. Township will act as the lead agency for award and construction of the street.

2. Township, as lead agency, will prepare sufficient documentation to easily determine the extent of services, improvements, labor and material quantities placed in each Village portion of the PROJECT and all amounts shown in Exhibit "B" will be adjusted according to the actual final quantities.

3. Township will invoice Lombard monthly for its respective share of the costs of the Project on an actual cost progress payment basis. Lombard will remit payment to the Contractor performing the work which is the subject of this Revised Intergovernmental Agreement according to the Local Government Prompt Payment Act; however, it is agreed that payment extensions will be granted due to disputed invoices or other legitimate reasons.

4. Township will take over maintenance duties of Luther, Morris, Church and Grace Streets during the construction phase of the project; that is, Township will be responsible for maintenance, signage, and accessibility to properties and emergency services access. Upon completion of the project and written acceptance of the Project by Lombard, Township shall transfer maintenance duties for Lombard's portion of Luther, Morris, Church and Grace Streets back to Lombard.

5. Township will require all contractors to name Lombard, and its 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 Lombard as a result of the construction of the Project. Township will require the contractor to meet or exceed minimum levels of insurances, based on either Lombard or Township's requirements, whichever is more stringent.

6. Lombard will provide \$14,000 as its share of the cost for any design work, construction materials testing and resident engineering costs. Township will inspect, at their sole cost, the work that is paid for at 100% Township cost.

7. The categories of costs listed in Exhibit B will be paid for by Lombard. Lombard construction costs are not to exceed \$145,726 without prior coordination with Lombard Department of Public Works.

8. Township will provide sufficient assistance throughout the Project to successfully coordinate utility shut downs, relocations, detours, haul routes, newsletters, and customer relations in Township.

9. Township shall complete or cause the completion of the construction of the Project under this Agreement on or before October 31, 2006, *absentforce majeure*;

10. Township will supply one set of reproducible record drawings to Lombard within six months of completion of construction of the Project.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

Lombard

By:

Village President

Village Clerk

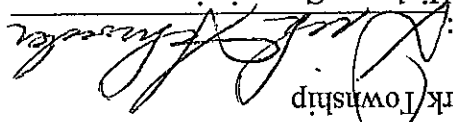
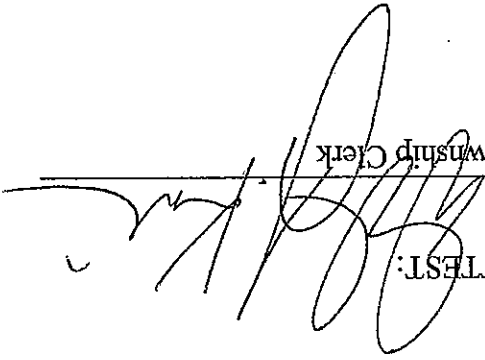
York Township

By:

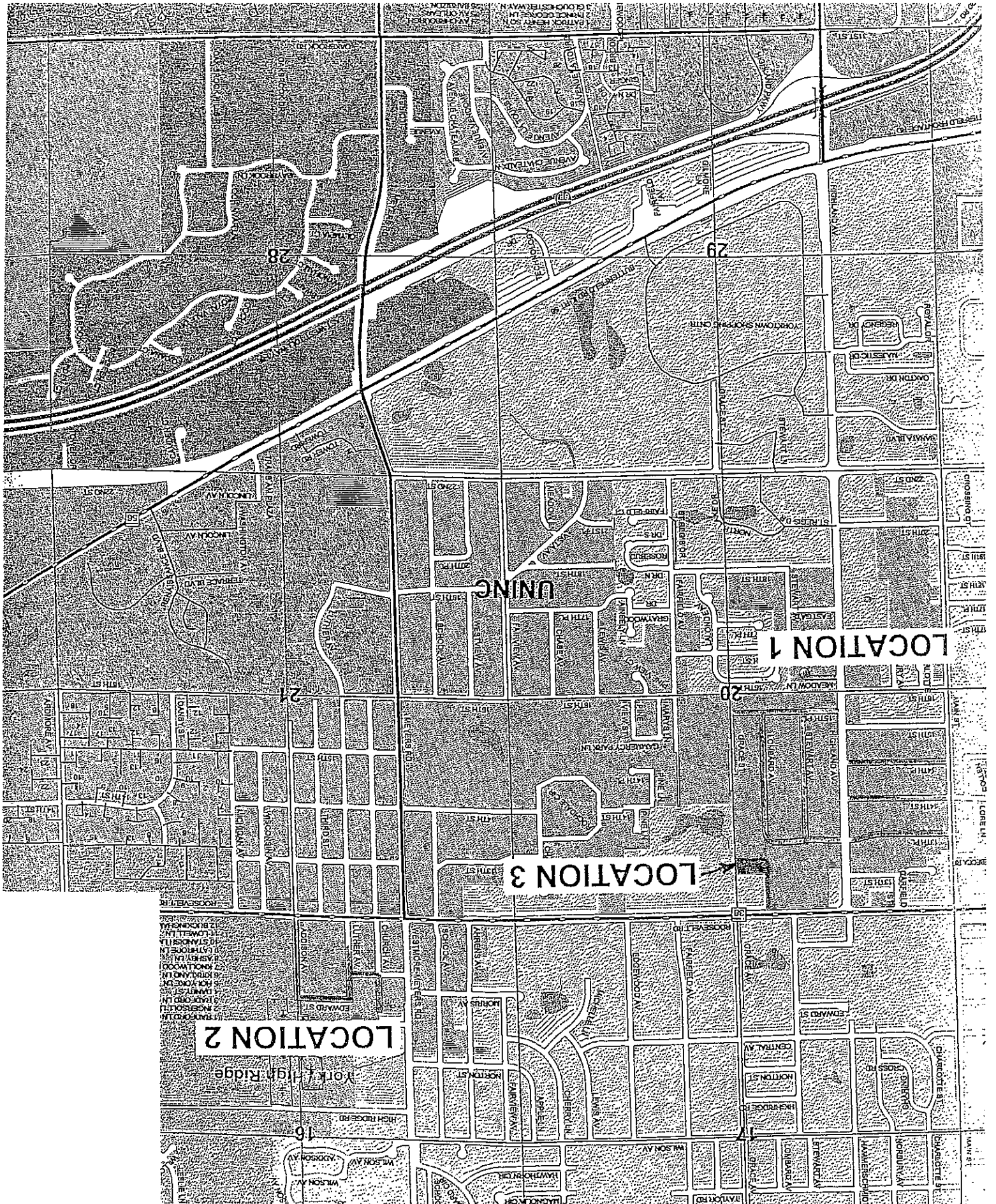
Highway Commissioner

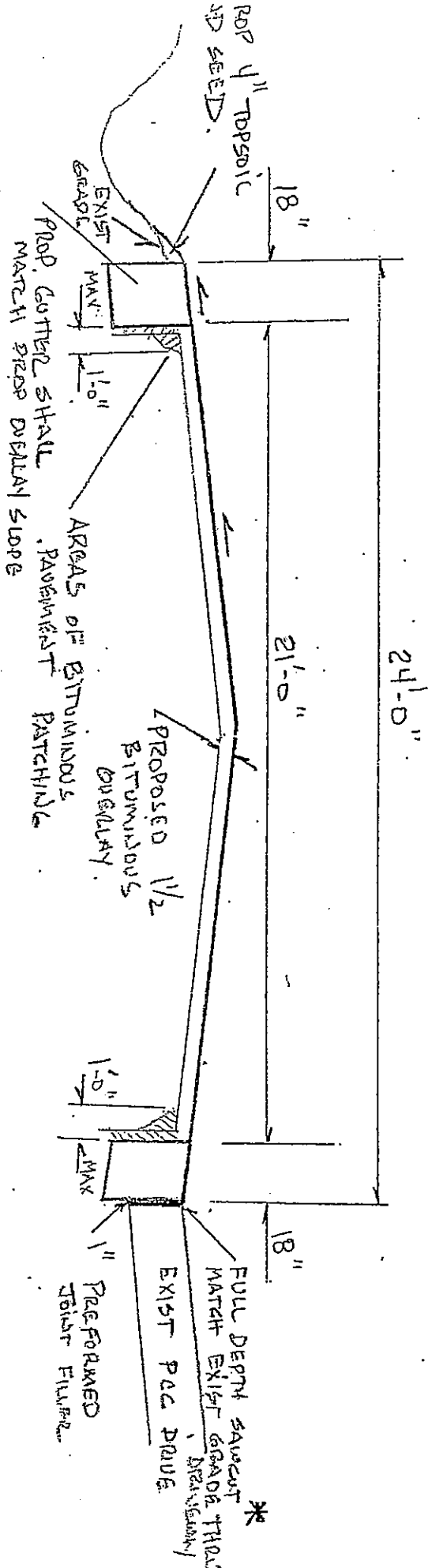
ATTEST:

Township Clerk

YORK ROAD DISTRICT 2006 MAINTENANCE PATROL

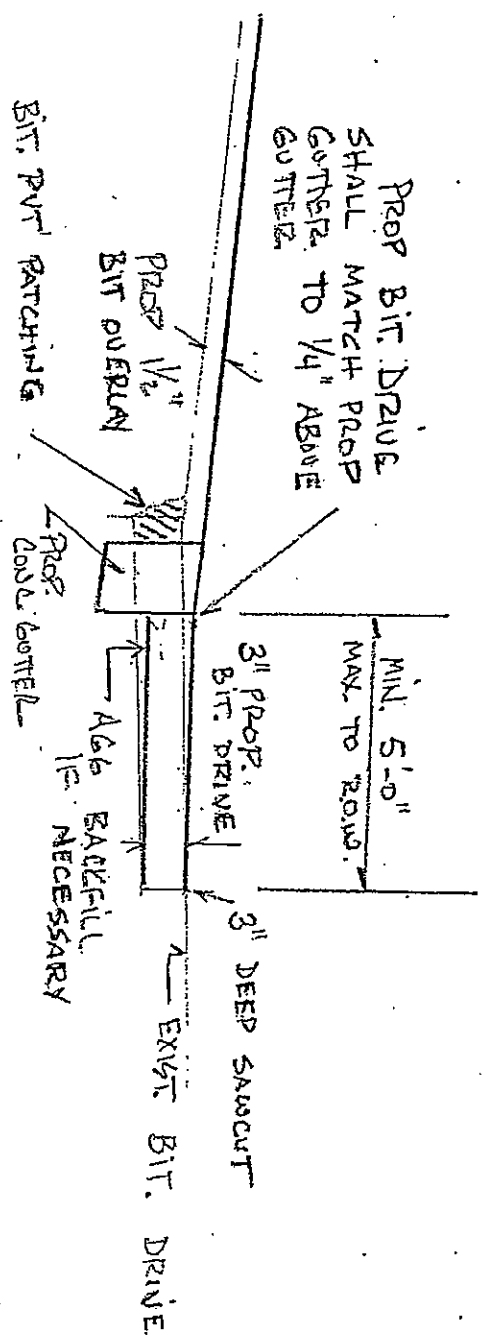




* IT IS NOT INTENDED TO REMOVE AND REPLACE PCC DRIVES IN GOOD CONDITION. FULL DEPTH SAWCUTS ALONG BACK OF PROP. EXIST JOINT SHALL BE MADE. REMOVAL OF EXIST PCC DRIVES SHALL BE DONE IN A MANNER AS TO NOT DISTURB REMAINING PORTIONS OF DRIVE. PROPOSED GUTTER SHALL BE POURED WITH STRAIGHT LINES THROUGH DRIVES.

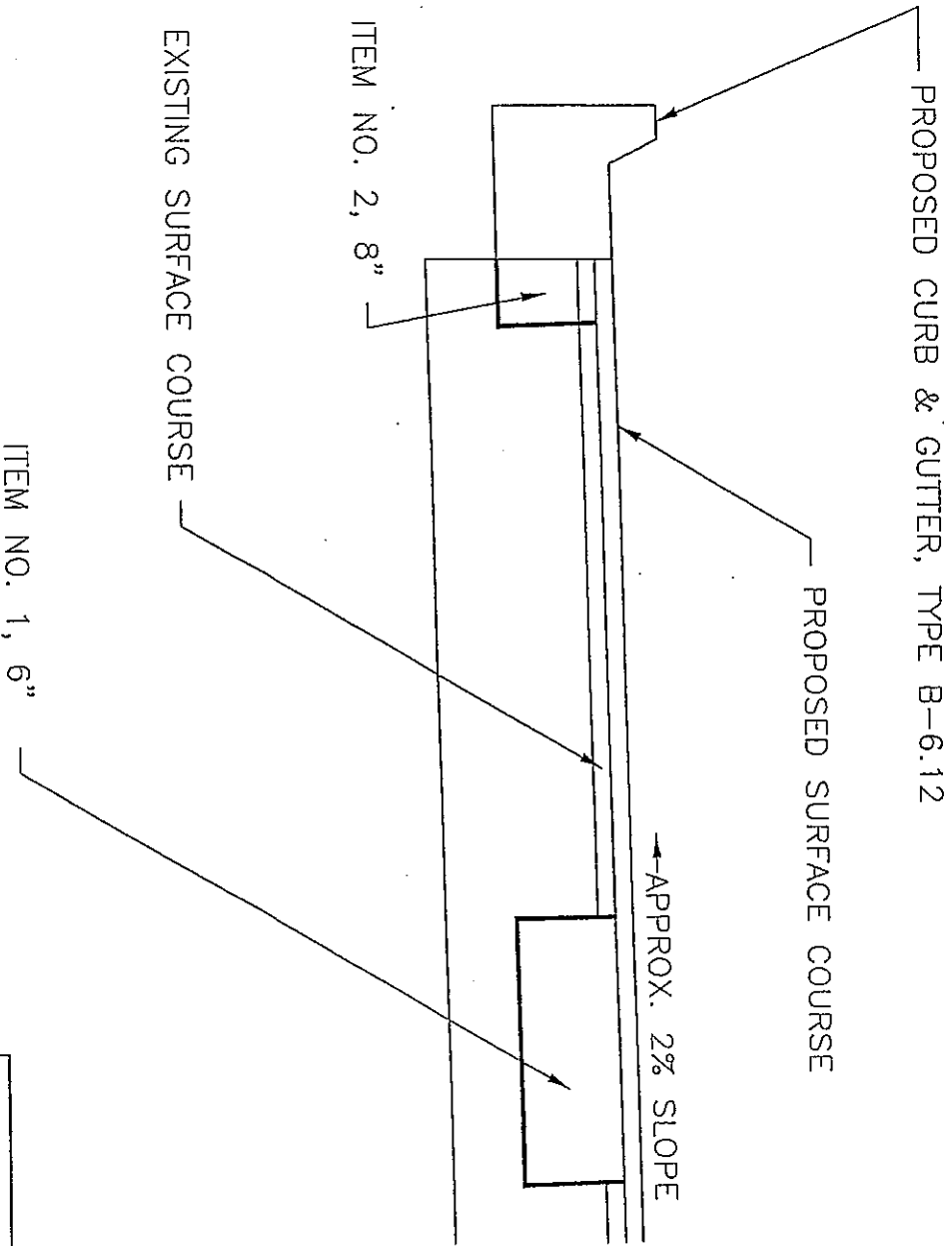
PROPOSED ROADWAY TYPICAL SECTION

NOTE: AREAS OF ROWD THAT HAVE EXISTING AGGREGATE ALONG EDGE OF PAVEMENT SHALL RECEIVE AGGREGATE BACKFILL TO MATCH EXISTING CONDITIONS, AS OPPOSED TO TOPSOIL + SEED.



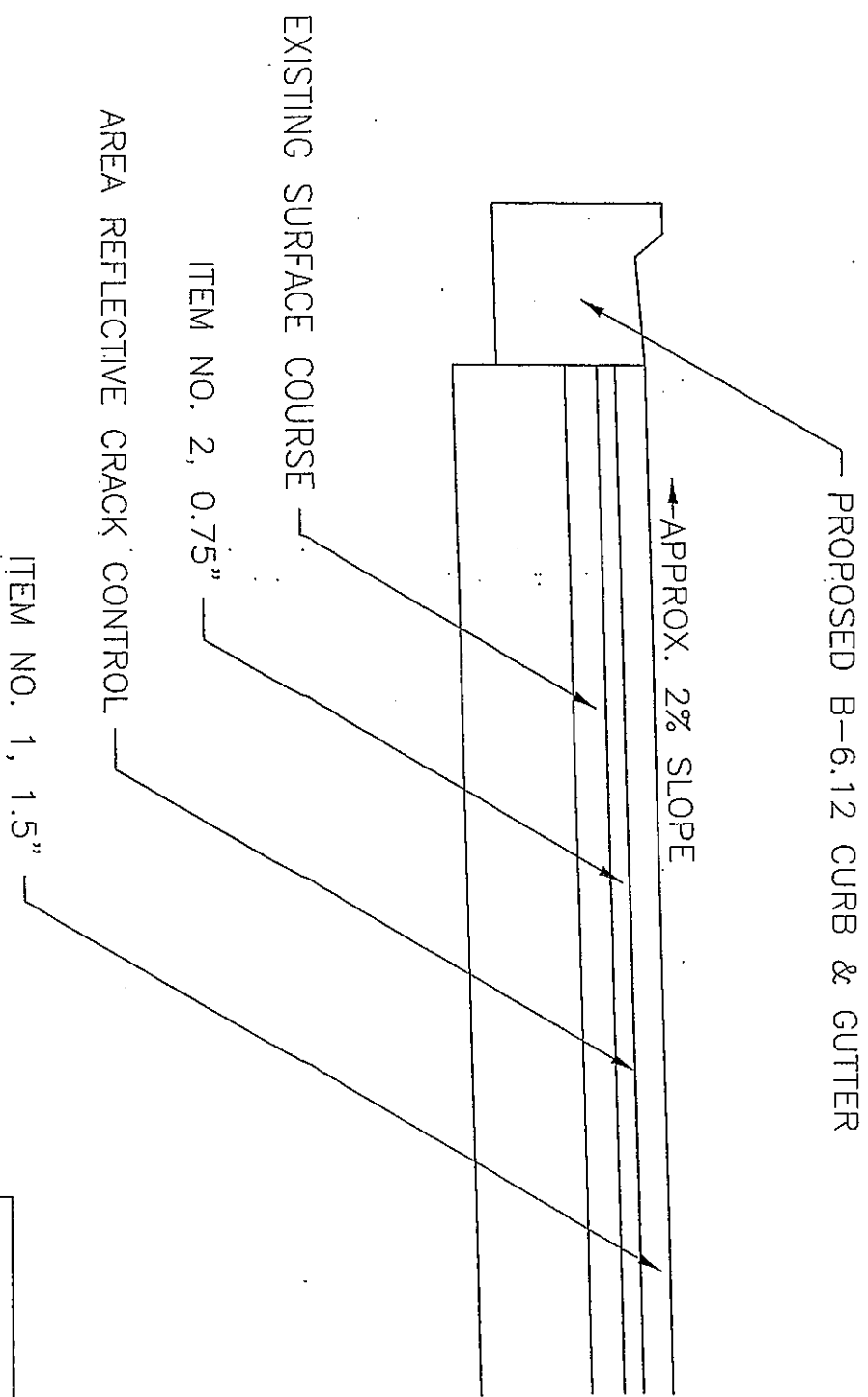
TYPICAL DETAIL THROUGH BITUMINOUS DRIVES

NO.	ITEM	AG TYPE	VOIDS	MAX RAP %
1	CLASS D PATCHES 6"	PG 64-22	4% @ 70 GYR	15%
2	CLASS D PATCHES 8"	PG 64-22	4% @ 70 GYR	15%



TYPICAL
CROSS SECTION

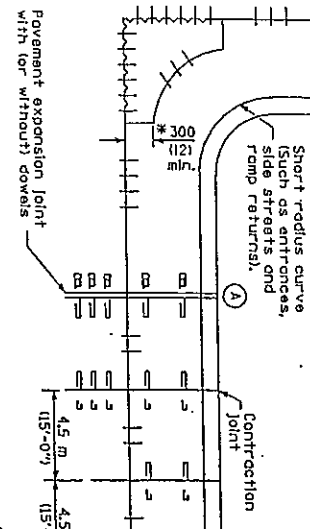
NO.	ITEM	AC TYPE	VOIDS	MAX RAP %
1	BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX "C", N50	PG 64-22	4% @ 50 GYR	0%
2	LEVELLING BINDER (MACHINE METHOD), SUPERPAVE, N50	PG 64-22	4% @ 50 GYR	15%



TYPICAL
CROSS SECTION

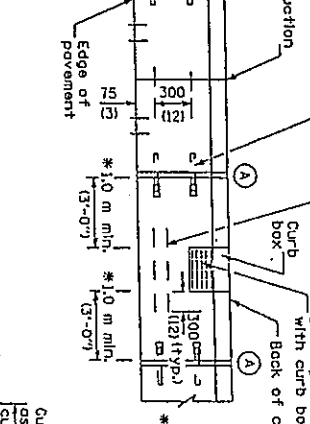
Doweled contraction joint placed in prolongation with pavement joints) construction options:

1. Form with 3/8" thick steel templates 50 (2) deep, and seal.
2. Saw of 4 to 24 hours, and seal.

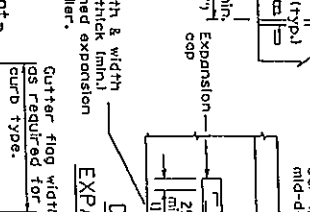
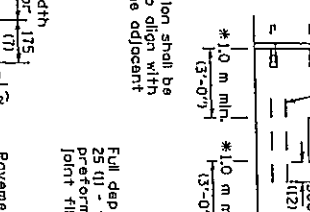


ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

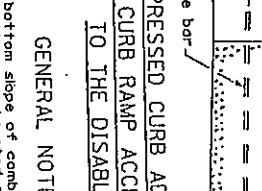
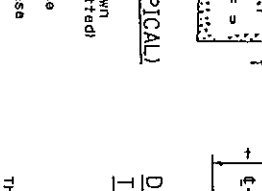
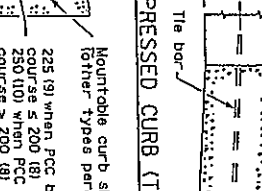
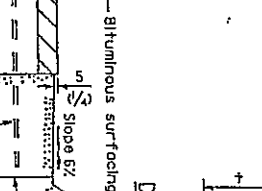
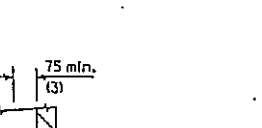
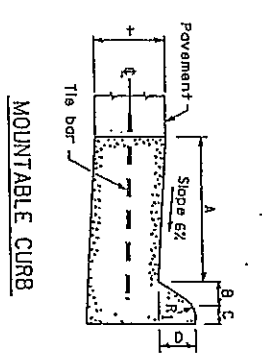
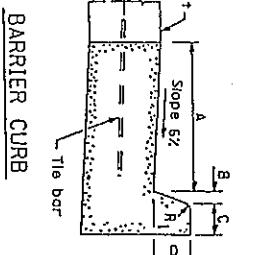
PLAN



* This dimension shall be adjusted to align with joint on the adjacent pavement



Full depth & width performed expansion joint filler.



GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to PCC pavement shall be the same slope as the subbase or 6% when subbase is omitted.

+ = Thickness of pavement.

Longitudinal joint tie bars shall be No. 19 (No. 6) at 600 mm (24") centers in accordance with details for longitudinal construction joint shown on Standard 420001. A minimum clearance of 50 mm (2") between the end of the tie bar and the back of the curb shall be maintained.

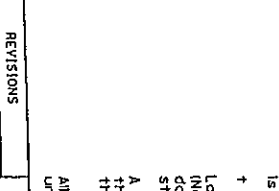
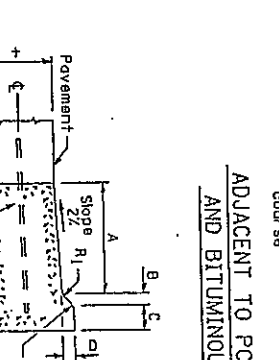
All dimensions are in millimeters (inches) unless otherwise shown.

TABLE OF DIMENSIONS
BARRIER CURB

TYPE	A	B	C	D	R1
B-15-30	300	25	150	150	25
(B-6-12)	(12)	(1)	(6)	(6)	(1)
B-15-45	450	25	150	150	25
(B-6-18)	(18)	(1)	(6)	(6)	(1)
B-15-60	600	25	150	150	25
(B-6-24)	(24)	(1)	(6)	(6)	(1)
B-22-30	300	50	125	225	25
(B-9-12)	(12)	(2)	(5)	(9)	(1)
B-22-45	450	50	125	225	25
(B-9-18)	(18)	(2)	(5)	(13)	(1)
B-22-60	600	50	125	225	25
(B-9-24)	(24)	(2)	(5)	(19)	(1)

TABLE OF DIMENSIONS
MOUNTABLE CURB

TYPE	A	B	C	D	R1	R2
M-5-15	150	50	100	50	75	50
(M-2-06)	(6)	(2)	(4)	(2)	(3)	(2)
M-5-30	300	50	100	50	75	50
(M-2-12)	(12)	(2)	(4)	(2)	(3)	(2)
M-10-15	150	100	75	100	75	NA
(M-4-06)	(6)	(4)	(3)	(4)	(3)	NA
M-10-30	300	100	75	100	75	NA
(M-4-12)	(12)	(4)	(3)	(4)	(3)	NA
M-10-45	450	100	75	100	75	NA
(M-4-18)	(18)	(4)	(3)	(4)	(3)	NA
M-10-60	600	100	75	100	75	NA
(M-4-24)	(24)	(4)	(3)	(4)	(3)	NA
M-15-15	150	150	50	150	50	NA
(M-6-06)	(6)	(6)	(2)	(6)	(2)	NA
M-15-30	300	150	50	150	50	NA
(M-6-12)	(12)	(6)	(2)	(6)	(2)	NA
M-15-45	450	150	50	150	50	NA
(M-6-18)	(18)	(6)	(2)	(6)	(2)	NA
M-15-60	600	150	50	150	50	NA
(M-6-24)	(24)	(6)	(2)	(6)	(2)	NA



REVISIONS

DATE	REVISIONS
1-1-04	Revised expansion gap and soft converted metric reinforcement.
1-1-98	Rev. slope on M-5 (M-2) curbs. Del. "Hinge Joint" from Plan view.

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER

STANDARD 606001-02

(Sheet 1 of 2)



Proposal

Route _____
 County _____
 Local Agency _____
 Section _____
 York Road District
 DuPage

RETURN WITH BID

1. Proposal of _____

for the improvement of the above section by the construction of a 1 1/2" Bituminous Concrete Surface Course, Leveling Binder (Machine Method), Bituminous Surface Removal, Area Reflective Crack Control, Class D Patches, Concrete Curb & Gutter Removal & Replacement, Concrete Gutter 18", Sidewalk Removal & Replacement and Parkway Restoration

_____ a total distance of 12,510 feet, of which a distance of 12,510 feet (2,490 miles) are to be improved.

2. The plans for the proposed work are those prepared by Morris Engineering Inc., 5100 Lincoln Avenue (IL Rt. 53), Suite 100, Lisle, Illinois and approved by the York Township Highway Dept on _____

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 45 working days or by _____ unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLSRS Special Provision for Bidding Requirements and Conditions for contract Proposals, will be required. Bid Bonds will will not be allowed as proposal guaranties. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 5708 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of _____

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____

8. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

12. The undersigned submits herewith the schedule of prices on BLR 5706 covering the work to be performed under this contract.

Exh. 6 + B-2



Estimate of Cost for Village of Lombard's portion of Construction

Location and brief description (Sta. and land description of beginning; Sta. and land description of end for county and road districts; street limits for municipality)

Grace Street

Total Project Length	755 FEET
Net Length	

Surface Type	Bituminous
Width	varies

Shoulder Type	gravel
Width	18"

Bridge or Culvert	
Length	
Width	

Route _____
 County DuPage
 Local Agency York Road Dist.
 Section _____

Item Number	Items	Unit	Quantity	Unit Price	Total Cost
1	Frames and Grates to be Adjusted	EACH	2	\$ 200.00	\$ 400.00
2	Water Valve Box to be Adjusted	EACH	1	\$ 200.00	\$ 200.00
3	Class D Patches 6"	S.Y.	50	\$ 6.00	\$ 300.00
4	Class D Patches 8"	S.Y.	0	\$ 8.00	\$ -
5	Bituminous Surface Removal - Butt Joint	S.Y.	93	\$ 11.00	\$ 1,023.00
6	Bituminous Surface Removal - Driveway Butt Joint	S.Y.	52	\$ 11.00	\$ 572.00
7	Bituminous Surface Removal 0 - 1-1/2"	S.Y.	0	\$ 6.00	\$ -
8	Bituminous Surface Removal 1"	S.Y.	1,154	\$ 3.10	\$ 3,577.40
9	Area Reflective Crack Control	S.Y.	2,308	\$ 1.35	\$ 3,115.80
10	Bituminous Materials (Prime Coat)	GAL	231	\$ 0.20	\$ 46.20
11	Aggregate (Prime Coat)	TON	2	\$ 2.00	\$ 4.00
12	Leveling Binder (Machine Method), Superpave, N50	TON	100	\$ 77.00	\$ 7,700.00
13	Bituminous Concrete Surface Course, Superpave,				
	Mix "C", N50	TON	199	\$ 77.00	\$ 15,323.00
14	Combination Curb & Gutter Removal	FOOT	0	\$ 3.00	\$ -
15	Combination Concrete Curb & Gutter, Type M-6,12	FOOT	0	\$ 12.00	\$ -
16	Concrete Barrier Curb	FOOT	0	\$ 17.00	\$ -
17	Concrete Gutter 18"	FOOT	1,440	\$ 11.45	\$ 16,488.00
18	Sidewalk Removal	S.F.	0	\$ 1.00	\$ -
19	PCC Sidewalk 4"	S.F.	0	\$ 6.00	\$ -
20	Bituminous Driveway Removal & Replacement	S.Y.	0	\$ 28.00	\$ -
21	Bituminous Driveway Resurfacing	TON	35	\$ 76.00	\$ 2,660.00
22	PCC Driveway Pavement Removal	S.Y.	0	\$ 9.00	\$ -
23	PCC Driveway Pavement 6"	S.Y.	0	\$ 30.00	\$ -
24	Protective Coat	S.Y.	240	\$ 0.75	\$ 180.00
25	Furnishing and Placing Topsoil 4"	S.Y.	411	\$ 2.00	\$ 822.00
26	Concrete Fill Behind/Front of Curb	FOOT	1,597	\$ 2.25	\$ 3,593.25
					\$ -
					\$ 56,004.65

Page Total

Total Estimated Cost

Made by _____ TLD

Date August 10, 2006

Checked by _____

Date _____