

**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: David A. Hulseberg, Village Manager

DATE: 5/28/08 (COW) (B of T) Date: June 5, 2008

**TITLE: Intergovernmental Agreement with York Township
Regarding Improving a Portion of Fairfield Avenue**

SUBMITTED BY: David P. Gorman, Acting Director of Public Works *DDG*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Public Works transmits for your consideration a resolution to authorize the President and Clerk to sign an Intergovernmental Agreement to reimburse the York Township Highway Department for costs to improve a portion of Fairfield Avenue within Village limits, in conjunction with their adjacent improvements. The Department of Public Works recommends that the resolution be approved.

FISCAL IMPACT/FUNDING SOURCE:

The cost of \$57,392.27 would be from the Capital Projects Fund 7101.809500, Project 0905.

Review (as necessary):

Village Attorney X _____
 Finance Director X *DDG* _____
 Village Manager X *DDG* _____

Date *5/28/08*
 Date _____
 Date _____

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.

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MEMORANDUM

TO: David A. Hulseberg, AICP, ICMA-CM, Village Manager

FROM: David P. Gorman, PE, Acting Director of Public Works *DPG*

SUBJECT: Agreement with the York Township Highway Department

DATE: May 28, 2008

Please place the attached proposed Agreement with the York Township Highway Department regarding their proposed improvement of Fairfield Avenue within the Village's limits on the Board of Trustees' agenda for June 5th. I recommend that the Village Board authorize the President and Clerk to sign the Agreement.

The Village has entered into similar agreements with the Township in past years to reimburse them for costs incurred to install ribbon curb and resurface roadways within Village limits. The Agreement is in the same form as prior agreements that were reviewed by the Village Attorney and approved by the Board. The total cost to the Village would be \$57,392.27, including \$2,000 for engineering costs.

Please call me if you have any questions.

DG:dg ICA Road Work 2008 BOT Memo (Fairfield)
attachment: proposed Agreement (2 copies)

RESOLUTION
R _____
09

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 5th day of June, 2008

Ayes: _____

Nays: _____

Absent: _____

Approved this 5th day of June, 2008

William J. Mueller
Village President

ATTEST:

Britte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas R. Bayer
Village Attorney

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

This Agreement (hereinafter referred to as the "AGREEMENT") is entered into this 5th day of June, 2008, by and between the York Township Highway Commissioner (hereinafter referred to as "COMMISSIONER") and the Village of Lombard (hereinafter referred to as the "VILLAGE").

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 VILLAGE and COMMISSIONER each have jurisdiction over a portion of Fairfield Avenue; and

WHEREAS, Said roadway is in disrepair and the VILLAGE and COMMISSIONER desire to make improvements including grinding and overlaying the road and installation of gutter as shown on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "PROJECT"); and

WHEREAS, the COMMISSIONER 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 and COMMISSIONER agree to share the costs for the PROJECT as specified in Exhibit B 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 COMMISSIONER will act as the lead party for the bidding, award of the contract and construction of the PROJECT.

2. The COMMISSIONER, as lead party, 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. The COMMISSIONER will invoice the VILLAGE monthly for its respective share of the costs of the PROJECT on an actual cost progress payment basis. The VILLAGE will remit payment to the COMMISSIONER directly 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. The COMMISSIONER will take over maintenance duties of the PROJECT during the construction phase; that is, the COMMISSIONER will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion and written acceptance of the PROJECT by the VILLAGE, the COMMISSIONER shall transfer maintenance duties for the VILLAGE's portion of the PROJECT areas back to the VILLAGE.

5. The COMMISSIONER will require all contractors to name the VILLAGE, 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 the VILLAGE as a result of the construction of the PROJECT. The COMMISSIONER 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.

6. The VILLAGE will provide \$2,000.00 to the COMMISSIONER as its share of the cost for any design work, construction materials testing and resident engineering costs. The COMMISSIONER will inspect, at his sole cost and expense, the work that is paid for at 100% COMMISSIONER cost.

7. The VILLAGE agrees to pay 100% of the PROJECT costs based on the Exhibit B unit costs for those portions of the PROJECT that are within the VILLAGE limits.

8. Except as noted in Section 7 above, the VILLAGE's share of construction costs is not to exceed the total cost as stated in Exhibit B without prior written approval from the VILLAGE's Director of Public Works.

9. The COMMISSIONER 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.

10. The COMMISSIONER shall complete or cause the completion of the construction of the PROJECT under this AGREEMENT on or before December 31, 2008, absent force majeure.

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

By:

President

ATTEST:

Clerk

YORK TOWNSHIP HIGHWAY COMMISSIONER

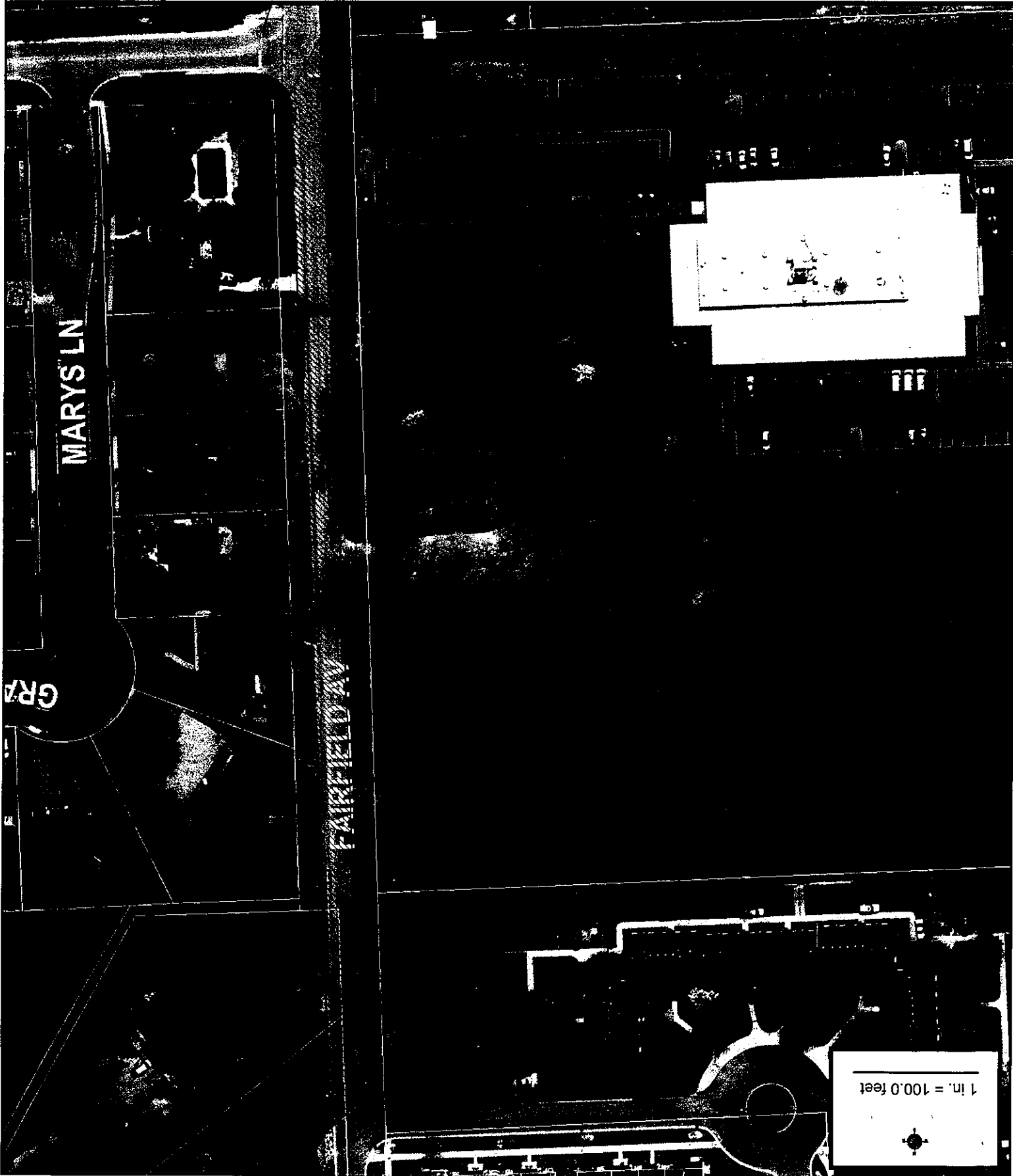
Date:

By:

Highway Commissioner

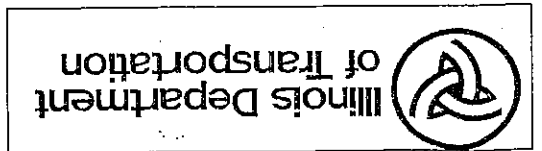


Exhibit A



1 in. = 100.0 feet

Exhibit B, p. 1 of 2



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

(Construction) Estimate of Cost for Lombard's Portion of the Work

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

FAIRFIELD AVENUE
 (Townhomes entrance to 16th Street)

Total Project Length	825 feet
Net Length	

Surface Type	Bituminous	Width	20 feet
Shoulder Type		Width	18"
Shoulder Type	Curb & Gutter	Width	18"
Bridge or Culvert		Length	
Bridge or Culvert		Width	

Item Number	Items	Unit	Quantity	Unit Price	Total Cost
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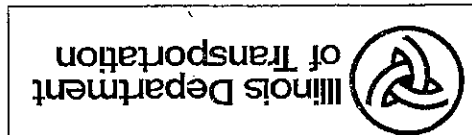
1	Brick Retaining Wall Removal	FOOT	0	\$ 70.00	\$
2	Earth Excavation	C.Y.	0	\$ 27.25	\$
3	Trench Backfill	C.Y.	0	\$ 41.50	\$
4	Topsoil Furnish and Place 4"	C.Y.	61	\$ 23.25	\$ 1,418.25
5	Seeding, Class 1	AC.	0.11	\$ 4,800.00	\$ 528.00
6	Sodding	S.Y.	0	\$ 4.35	\$
7	Aggregate Base Course, Type B, 10"	TON	0	\$ 17.75	\$
8	Hot-Mix Asphalt Surface Removal - Butt Joint	S.Y.	41	\$ 5.25	\$ 215.25
9	Hot-Mix Asphalt Surface Removal - Driveway Butt Joint	S.Y.	38	\$ 4.25	\$ 161.50
10	Bituminous Materials (Prime Coat)	GAL.	183	\$ 0.25	\$ 45.75
11	Aggregate (Prime Coat)	TON	2	\$ 25.00	\$ 50.00
12	Hot-Mix Asphalt Binder Course, IL-19.0, N50	TON	0	\$ 61.00	\$
13	Polymerized Leveling Binder, (Machine Method)				
14	Hot-Mix Asphalt Surface Course, Mix "C", N50	TON	154	\$ 61.00	\$ 9,394.00
15	Asphalt Driveway Resurfacing 3"	TON	20	\$ 69.00	\$ 1,380.00
16	PCC Driveway Pavement 6"	S.Y.	9	\$ 31.23	\$ 281.07
17	PCC Sidewalk 4"	S.F.	0	\$ 2.87	\$
18	Detectable Warnings	S.F.	0	\$ 8.50	\$
19	Asphalt Driveway Removal and Replacement	S.Y.	0	\$ 44.00	\$
20	Hot-Mix Asphalt Surface Removal 0 - 1-1/2"	S.Y.	1,283	\$ 2.00	\$ 2,566.00
21	Combination Curb & Gutter Removal	FOOT	0	\$ 3.00	\$
22	PCC Driveway Pavement Removal	S.Y.	9	\$ 8.00	\$ 72.00
23	Sidewalk Removal	S.F.	0	\$ 0.85	\$
24	Class D Patches 6"	S.Y.	200	\$ 5.00	\$ 1,000.00
25	Storm Sewers, RCCP, Class IV, Type 1, 12"	FOOT	0	\$ 31.30	\$
26	Catch Basin, Type C, 2' Dia.	EACH	0	\$ 980.00	\$
27	Frames and Grates to be Adjusted	EACH	3	\$ 250.00	\$ 750.00
28	Type 1 Frame and Open Lid	EACH	0	\$ 225.00	\$
29	Type 8 Grate	EACH	0	\$ 115.00	\$
30	Connect to Existing Structure	EACH	0	\$ 1,020.00	\$
Total Estimated Cost					\$ 24,383.72

Page Total

Total Estimated Cost

Made by Tom Dixon Date May 15, 2008

Checked by _____ Date _____



Route _____
 County _____
 DuPage _____
 Local Agency York Road Dist.
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Location and brief description (Sta. and land description of beginning; Sta. only for end for county and road districts; street limits for municipality.)

FAIRFIELD AVENUE
 (Townhomes entrance to 16th Street)

Total Project Length	825 feet
Net Length	

Shoulder Type	Width
Curb & Gutter	18"

Surface Type	Width
Bituminous	20 feet

Bridge or Culvert	Length	Width

Item Number	Items	Unit	Quantity	Unit Price	Total Cost
31	Inlet and Pipe Protection	EACH	0.00	\$ 375.00	\$ -
32	Concrete Gutter-18"	FOOT	1,650	\$ 14.99	\$ 24,733.50
33	Concrete Wedge for Gutter	FOOT	1,721	\$ 1.85	\$ 3,183.85
34	Combination Concrete Curb & Gutter, Type B-6.12	FOOT	0	\$ 11.95	\$ -
35	Combination Concrete Curb & Gutter, Type M-6.12	FOOT	0	\$ 9.65	\$ -
36	Combination Concrete Curb & Gutter, Type M-6.18	FOOT	0	\$ 13.60	\$ -
37	Traffic Control and Protection	L.S.	0.05	\$ 42,400.00	\$ 2,120.00
38	Sign Panel, R7-8, 12" x 18"	EACH	0	\$ 22.00	\$ -
39	Sign Panel, R3-5, 30" x 36"	EACH	0	\$ 97.00	\$ -
40	Sign Panel, R5-1, 30" x 30"	EACH	0	\$ 80.95	\$ -
41	Metal Post- Type A	EACH	0	\$ 92.00	\$ -
42	Thermoplastic Pavement Marking - Line 4"	FOOT	1,600	\$ 0.58	\$ 928.00
43	Thermoplastic Pavement Marking - Line 6"	FOOT	0	\$ 0.90	\$ -
44	Thermoplastic Pavement Marking - Line 24"	FOOT	12	\$ 3.60	\$ 43.20
45	Thermoplastic Pavement Marking - Letters & Symbols	S.F.	0	\$ 4.50	\$ -
46	Detector Loop, Type 1	FOOT	0	\$ 20.00	\$ -
SUPPLEMENTAL ITEMS					
1	Special Excavation	C.Y.	0	\$ 35.00	\$ -
2	Sub-base Granular Material, Type B	TON	0	\$ 16.85	\$ -
3	Remove and Replace Unsuitable Material	C.Y.	0	\$ 61.70	\$ -
4	Supplemental Watering (1 unit = 1,000 gal.)	EACH	0	\$ 1,550.00	\$ -
<input type="checkbox"/> Page Total <input checked="" type="checkbox"/> Total Estimated Cost					\$ 55,392.27

Made by Tom Dixon Date May 15, 2008

Checked by _____ Date _____