

RESOLUTION
R 56-17

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 Illinois Department of Transportation regarding the resurfacing of Main Street and Fairfield Avenue.

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 7th day of September, 2017.

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


Nays: None

Absent: None

Approved this 7th day of September, 2017.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
REGARDING IMPROVEMENTS TO MAIN STREET
AND FAIRFIELD AVENUE**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this 13th day of Sept., 2017, by and between the Illinois Department of Transportation (hereinafter referred to as "IDOT") and the Village of Lombard (hereinafter referred to as the "Village"). IDOT 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 Village has jurisdiction over: (1) Main Street, for a distance of approximately 300 feet, from the Roosevelt Road R.O.W. south to where it becomes concrete and (2) Fairfield Avenue, for a distance of approximately 36 feet, from the Roosevelt Road R.O.W. north to the construction joint on Fairfield Avenue, (hereinafter referred to as the "Village Roadways"); and

WHEREAS, IDOT has jurisdiction over: (1) Main Street, for a distance of approximately 40 feet, from the south edge of Roosevelt Road to the south R.O.W. of Roosevelt Road and (2) Fairfield Avenue, for a distance of approximately 25 feet, from the north edge of Roosevelt Road north to the Roosevelt R.O.W. (hereinafter referred to as "IDOT Roadways" – the IDOT Roadways and the Village Roadways being hereinafter referred to collectively as the "Roadways"); and

WHEREAS, the Roadways are in disrepair, and the Village and IDOT desire to make improvements thereto, including a two (2) inch grinding and overlaying of, and repair of curbs along, the Roadways, as shown on Exhibit A attached hereto and made part hereof (hereinafter referred to as the "Project"); and

WHEREAS, IDOT 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 IDOT to enter into an agreement to undertake the Project; and

WHEREAS, the IDOT agrees to pay all costs and expenses associated with the design and construction of the Project, subject to being reimbursed by the Village for the costs and expenses associated with the Village Roadways 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. IDOT will act as the lead agency for the design, bidding, award of the contract and construction of the Project.
3. IDOT, as lead agency, will prepare sufficient documentation to determine the extent of services, improvements, and labor and material quantities associated with the Village Roadways portion of the Project, and all amounts/quantities shown in Exhibit B attached hereto and made part hereof, relative to the Village Roadways portion of the Project, and the IDOT Roadway portion of the Project, will be adjusted accordingly based upon the actual final quantities.
4. IDOT will take over maintenance duties relative to the Village Roadways during the construction phase of the Project; that is, IDOT will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion of the Project, and written acceptance of the Village Roadways portion of the Project by the Village, IDOT shall transfer maintenance duties for the Village Roadways portion of the Project back to the Village.
5. IDOT will require all contractors working on the Project 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, and its officers, agents and employees as a result of the construction of the Project. IDOT will require the contractor to meet or exceed minimum levels of insurance, based on either the Village's or IDOT's requirements, whichever are more stringent.
6. IDOT agrees to pay, or cause to be paid, the actual costs for the IDOT Roadways portion of the Project.
7. The Village agrees to pay the actual costs for the Village Roadways portion of the Project, up to a maximum of \$46,000.00.
8. Upon completion of the Project, IDOT shall provide the Village with the actual cost incurred for the construction of the Village Roadways portion of the Project, as set forth on Exhibit B, along with documentation to support said amount. The

Village shall, within sixty (60) days of receipt of the foregoing, pay to IDOT the amount of the actual cost of the Village Roadways portion of the Project, not to exceed the amount set forth in Section 7 above.

9. IDOT 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. IDOT shall complete or cause the completion of the construction of the Project under this Agreement, on or before October 15, 2018, absent *force majeure*.
11. The Village agrees to issue any and all necessary permits relative to IDOT'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

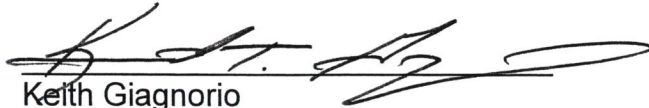
B. If to IDOT:

Illinois Department of Transportation
Bureau of Design
Highways – Region One/District One
201 West Center Court
Schaumburg, Illinois 60196-1096


IN WITNESS WHEREOF, the Village and IDOT 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

**STATE OF ILLINOIS
DEPARTMENT of TRANSPORTATION**



Keith Giagnorio
Village President



Anthony J. Quigley, P.E.
Region One Engineer

Date: September 7, 2017

Date: 9-13-17

ATTEST:



Sharon Kuderna
Village Clerk

Date: September 7, 2017

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 8th day of September, 2017.

Karen J Ellis
Notary Public



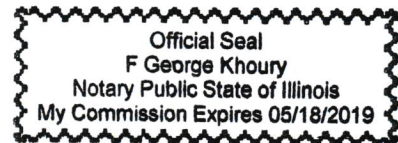
ACKNOWLEDGMENT

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 Anthony J. Quigley, personally known to me to be the IDOT Region One Engineer, 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 IDOT Region One Engineer, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said IDOT Region Engineer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14th day of September, 2017.
2017.

F. George Khoury
Notary Public

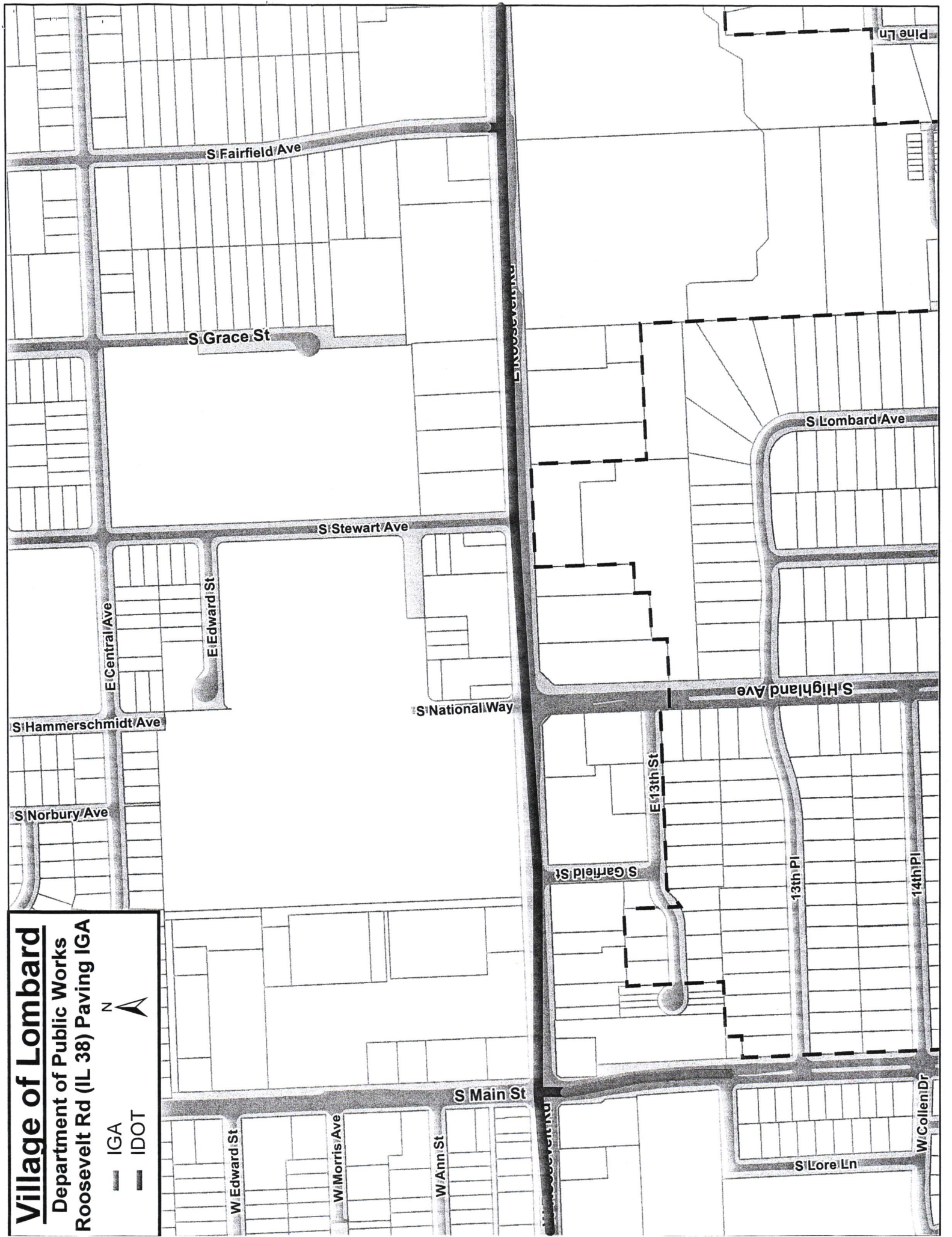


Village of Lombard

Department of Public Works
Roosevelt Rd (IL 38) Paving IGA



- IGA
- - - IDOT



FAP Route 347
Illinois Route 38
State Section: CY-RS-5
DuPage County
Job No. : C-91-374-16
Contract No.: 62C67
JN-118-001

AGREEMENT

This Agreement entered into this 13th day of September, 2017 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF LOMBARD of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 2.3 miles of Illinois Route 38 East of Finley Road to West of Ardmore Ave, FAP Route 347, STATE Section CY-RS-5, STATE Job No.: C-91-374-16, State Contract Number 62C67, by resurfacing of Illinois Route 38 from East of Finley Road to West of Ardmore Avenew including portions of Main Street and Fairfield Ave per theVillage of Lombard request and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The VILLAGE agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
6. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient, to cover said cost.
7. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois Route 38 without the consent of the STATE.

8. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
9. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
10. Upon final field inspection of the improvement and so long as Illinois Route 38 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes and the curb and gutter, stabilized shoulder and ditches adjacent to those traffic lanes and turn lanes.
11. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parkways, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto and highway lighting including furnishing the electrical energy thereof.
12. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois Route 38. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

13. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

14. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005975 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is

255 East Wilson Avenue

Lombard, IL 60148

Remainder of page intentionally left blank

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF LOMBARD

By: 
(Signature)

Attest:


Village Clerk

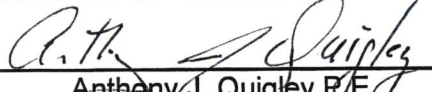
(SEAL)

By: Keith Giagnorio
(Print or Type)

Title: Village President

Date: September 7, 2017

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: 
Anthony J. Quigley R.E.
Region One Engineer

Date: 9-13-17

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 347, known as Illinois Route 38, State Section CY-RS-5, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

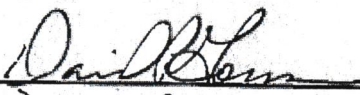
Approved 
DAVID P. GORMAN, P.E.
Title ASSISTANT DIR. OF PUBLIC WORKS
Date 9/8/17

Exhibit B
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF LOMBARD has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of FAP Route 347, known as Illinois Route 38, State Section CY-RS-5 and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Forty Six Thousand Dollars (\$46,000.00), or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
COUNTY OF WILL)

I, Sharon Kuderna, Village Clerk in and for the VILLAGE OF LOMBARD hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the VILLAGE Board of Trustees at a meeting on Sept. 7, 2017 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 8th day of September, 2017 A.D.



Clerk

(SEAL)

60L21 EXHIBIT A	FEDERAL		STATE		VILLAGE OF LOMBARD		TOTAL
	\$	%	\$	%	\$	%	
TYPE OF WORK							
All roadway work excluding the following	\$1,760,000	80%	\$440,000	20%			\$2,200,000
P&C Engineering (15%)	\$264,000	80%	\$66,000	20%			\$330,000
OTHER WORK							
Resurfacing Fairfield and Main Street					\$40,000	100%	\$40,000
P&C Engineering (15%)					\$6,000	100%	\$6,000
TOTAL	\$2,024,000		\$506,000		\$46,000		\$2,576,000

The Village's participation shall be predicated on the percentages shown above for the specified work. The Village's cost shall be determined by multiplying the final quantities times contract unit price plus 15% for construction and preliminary engineering.