

COUNCIL WORKSHOP ITEM

ITEM: Intergovernmental Agreement for 55th St. Watermain Improvements
DATE: January 25, 2001
PREPARED BY: D. Conley
PURPOSE: To adopt a resolution authorizing an intergovernmental agreement with DuPage County for construction of watermain improvements on 55th St.

DISCUSSION:

DuPage County Div. of Transportation is presently designing extensive rehabilitation improvements to 55th St., consisting of new curb and gutter, pavement structure, drainage improvements, and intersection modifications. The limits of this project are from Clarendon Hills Rd. to Dunham Rd. The replacement of the existing watermain on 55th St. has been on our Capital Improvement Plan since 1995, originally planned for replacement in 2002. With the pending County improvements, it would be most cost beneficial to the Village to include our watermain replacement as part of the larger County project. By performing the watermain replacement at the time of major road improvements, extensive restoration costs will be saved. The County has tentatively scheduled this project for construction in 2003.

At this time, Clark Dietz, Inc. is under contract with DuPage County for design and construction engineering services for this project. Clark Dietz, Inc. has given the Village a quoted price of \$30,000.00 for design and construction engineering services for the watermain portion of this project. This amount is within acceptable standards for services of this type and complexity. At this time, the preliminary estimate for this watermain replacement is \$350,000.00, resulting in engineering costs of 8.6%.

The intergovernmental agreement with DuPage County includes all engineering design and construction services as well as the watermain construction. Separate agreements for engineering will not be necessary. This agreement has been reviewed by our Legal staff and has been adopted by the DuPage County Board on January 9, 2001. Funds for this project are available in 481.551.0000.5707.

ATTACHMENT:

Intergovernmental Agreement Between the County of DuPage and the Village of Downers Grove for Road and Watermain Construction

RECOMMENDATION:

Place approval of agreement by resolution on the Feb. 13, 2001 workshop agenda and the Feb. 20, 2001 active agenda.

R E S O L U T I O N

DT-0093-00

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF DOWNERS GROVE
FOR ROAD AND WATERMAIN CONSTRUCTION
CH 35/55TH STREET - SECTION 95-00302-01-FP
(DUNHAM ROAD TO WILLIAMS STREET)

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the Village of Downers Grove (hereinafter "VILLAGE") desire to cooperate in an effort to construct CH 35, 55th Street, Section 95-00302-01-FP, between Dunham Road and Williams Street (hereinafter referred to as the "IMPROVEMENTS"); and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Sec. 10 and 5 ILCS.220\1, et. seq. authorizes the COUNTY and the VILLAGE to cooperate in the performance of their responsibilities by contract and in the form of other agreements; and

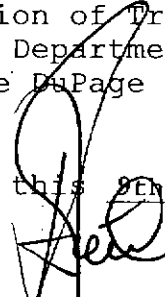
WHEREAS, an Agreement has been prepared and attached hereto. Said Agreement outlines the financial participation of the COUNTY and the VILLAGE for the IMPROVEMENTS; and

WHEREAS, said Agreement must be executed before the IMPROVEMENTS may be initiated.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chairman of the Board be hereby directed and authorized to execute the aforementioned Agreement with the Village of Downers Grove; and


BE IT FURTHER RESOLVED that three original copies of the Resolution and Agreement be sent to the Village of Downers Grove through the DuPage County Division of Transportation, and one copy to the Treasurer, Auditor, Finance Department, State's Attorney's Office Attention: Anna Harkins, and the DuPage County Division of Transportation.

Dated at Wheaton, Illinois this 29th day of January, 2001.



Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:



Gary A. King, County Clerk

Ayes: 23
Absent: 1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND DUPAGE COUNTY

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and DuPage County (the "County"), for road and watermain construction on 55th Street between Dunham Road and Williams Street, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF DOWNERS GROVE
FOR ROAD AND WATERMAIN CONSTRUCTION
(CH 35) 55th STREET - SECTION 95-00302-01-FP
(DUNHAM ROAD TO WILLIAMS STREET)

This Agreement, entered into by and between the County of DuPage, a body corporate and politic of the State of Illinois, (hereinafter "COUNTY") and the Village of Downers Grove, a municipal corporation in the State of Illinois, (hereinafter "VILLAGE"),

WITNESSETH:

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, desires to reconstruct CH 35, 55th Street, Section 95-00302-01-FP between Dunham Road and Williams Street, (hereinafter referred to as the "IMPROVEMENTS"); and

WHEREAS, the VILLAGE desires to replace the existing water distribution system within the limits of the IMPROVEMENTS; and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in an effort to construct the IMPROVEMENTS because of the immediate benefit to the residents of the Village of Downers Grove and the citizens of DuPage County; and

WHEREAS, THE 1970 Illinois Const. Art. VII, Sec. 10, and Illinois Revised Statutes 5 ICLS 220/1 et. seq. authorizes that the COUNTY and the VILLAGE cooperate in the performance of their responsibilities by contract and other agreements.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the COUNTY and the VILLAGE formally covenant, agree, and bind themselves as follows to wit:

1. Both the COUNTY and the VILLAGE agree to cooperate in and make every effort to cause construction of the IMPROVEMENTS.
2. Both the COUNTY and the VILLAGE agree that the scope of the IMPROVEMENTS will include the reconstruction of CH 35, 55th Street, between Dunham Road and Williams Street, including the replacement of Village of Downers Grove Water Distribution System as required by the VILLAGE. All watermain construction shall comply with VILLAGE requirements.

3. Both the COUNTY and the VILLAGE agree that the financial participation for the IMPROVEMENTS is as follows and as shown on Exhibit A.

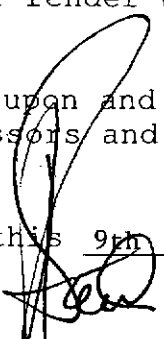
- a) The VILLAGE agrees to reimburse the COUNTY one hundred percent (100%) of the engineering cost for the replacement of VILLAGE facilities, said engineering cost estimated to be \$30,000.00, in conformance with the attached schedule, Exhibit B.
- b) The VILLAGE agrees to reimburse the COUNTY one hundred percent (100%) of the construction cost for the replacement of VILLAGE facilities, said construction cost estimated to be \$350,000.00.
- c) The COUNTY agrees to pay all costs for the remainder of the IMPROVEMENTS, said costs to the COUNTY estimated to be \$4,000,000.00.
- d) The VILLAGE agrees to provide construction inspection for the replacement of VILLAGE facilities under the contract for Section 95-00302-01-FP.
- e) The VILLAGE agrees to reimburse the COUNTY for said VILLAGE costs in the following manner. VILLAGE shall reimburse the design engineering cost within 30 days of VILLAGE approval of the plans and specifications. Upon invoicing of the construction work on the VILLAGE facilities, the parties shall inspect and, if in conformance with the plans and specifications, approve the work. The VILLAGE shall reimburse the COUNTY for VILLAGE facilities with ten percent (10%) of the construction amount retained until final acceptance by the VILLAGE. Within thirty days after final acceptance of the work by both parties, the VILLAGE shall cause to be paid to the COUNTY any remaining balance due, as modified pursuant to any change order approved by the VILLAGE and COUNTY.

4. Both the COUNTY and the VILLAGE agree that the COUNTY shall prepare plans and award a contract for construction of the IMPROVEMENTS. The plans and contract proposal in so far as VILLAGE facilities are affected must be approved by the VILLAGE. It is understood that, although the VILLAGE will not be a party to the construction contract and will have no obligation to any contractors, the VILLAGE will be designated a beneficiary of a Maintenance Bond as required by the specifications for the IMPROVEMENTS. In addition, all insurance policies required of the contractor shall name the VILLAGE, its agents, officers and employees, as additional insured. This shall include, but is not necessarily limited to, workers compensation, automobile liability, and general liability. The COUNTY agrees to administer the project in the best interest of both parties and to consult with, and keep advised, officials of the VILLAGE regarding the progress of the work and any problems encountered or changes recommended. Provided, no change order

which affects VILLAGE facilities or VILLAGE costs shall be authorized except with the prior written approval of the VILLAGE.

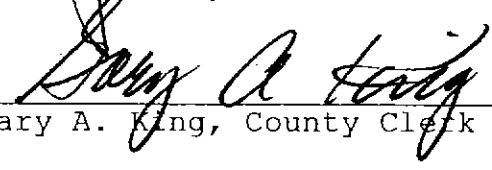
5. This document shall be a final embodiment of the Agreement by and between the COUNTY and the VILLAGE. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and the VILLAGE.
6. In the event that any provisions of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions hereto.
7. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Dated at Wheaton, Illinois, this 9th day of January, 2001.



Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:



Gary A. King, County Clerk

Dated at Downers Grove, Illinois, this _____ day of _____, 2001.

Village of Downers Grove

ATTEST:

Village of Downers Grove

ESTIMATE OF COST AND PARTICIPATION
 CH 35 55TH STREET
 SECTION 95-00302-01-FP

TYPE OF WORK	DU PAGE COUNTY COST	VILLAGE OF DOWNERS GROVE COST	TOTAL
Roadway	\$4,000,000.00	0	\$4,000,000.00
WM-Engineering	0	\$ 30,000.00	30,000.00
WM-Construction	0	350,000.00	350,000.00
Totals	\$4,000,000.00	\$380,000.00	\$4,380,000.00

