

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.f

Title:

Recommendation to Approve Intergovernmental Agreement with the City of Geneva for the IL Route 31 Culvert and Sidewalk Improvement Project

Presenter:

Karen Young

Meeting: Government Services Committee

Date: July 24, 2017

Proposed Cost: n/a

Budgeted Amount: n/a

Not Budgeted: ☐**Executive Summary** *(if not budgeted please explain):*

The City of St. Charles and City of Geneva have partnered together to improve the sidewalk connectivity and streambanks located on Geneva Road (IL Route 31) between the City of St. Charles and the City of Geneva, under one construction and construction engineering contract. The project will include all necessary sidewalks, culvert extension, retaining wall, streambank stabilization, tree removal, tree planting and restoration. This project will provide a much needed sidewalk connection on Geneva Road (IL Route 31) between the City of St. Charles and the City of Geneva.

As part of the design and bidding process the appropriate distribution of costs were determined, based on the work being performed for each agency. As part of the construction award an Intergovernmental Agreement has been prepared to identify the specifics about the funding split and other appropriate items between each agency. The City of St. Charles will act as the lead agency for the construction and construction engineering.

The breakdown of costs for each agency as spelled out in the Intergovernmental Agreement is as follows:

Agency Costs:

City of Geneva	\$116,594.84
City of St. Charles	\$314,192.16
Total	\$430,787.00

Attachments *(please list):*

*Intergovernmental Agreement with City of Geneva

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve Intergovernmental Agreement with the City of Geneva for the IL Route 31 Culvert and Sidewalk Improvement Project.

**INTERGOVERNMENTAL AGREEMENT
WITH CITY OF ST. CHARLES AND CITY OF GENEVA
FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING
IL ROUTE 31 CULVERT & SIDEWALK IMPROVEMENT PROJECT**

This Agreement entered into this ____ day of _____, 2017 by and between the City of St. Charles, a municipal corporation of the State of Illinois, (hereinafter “ST. CHARLES”) and the City of Geneva, a municipal corporation of the State of Illinois, (hereinafter “GENEVA”). ST. CHARLES and GENEVA are sometimes hereinafter collectively referred to as the “PARTIES”.

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes ST. CHARLES and GENEVA to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and,

WHEREAS, ST. CHARLES and the GENEVA would like to improve the sidewalk connectivity and stream banks located near 1336 Geneva Road, which will include all necessary sidewalks, culvert extension, streambank stabilization, tree removal, tree planting and restoration, and all work required therefor (hereinafter the “PROJECT”); and,

WHEREAS, ST. CHARLES and GENEVA acknowledge the PROJECT as contemplated will be of immediate benefit to the citizens of the City of St. Charles and City of Geneva and will facilitate the safe and efficient movement of pedestrian traffic, and provide for the safety of the public and shall be permanent in nature.

NOW, THEREFORE, in consideration of the above preambles and the mutual promises and covenants contained herein and for other good and valuable consideration, the sufficiency of which is agreed to by the parties hereto, ST. CHARLES and GENEVA covenant, agree and bind themselves as follows, to wit:

1. The PARTIES hereto acknowledge and agree that the estimated cost of the Construction and Construction Engineering is four hundred thirty thousand seven hundred eighty seven dollars (\$430,787.00) (See Exhibit “A”). The PARTIES further acknowledge and agree that the total cost of the Construction and Construction Engineering may be greater or less than cost estimated herein. ST. CHARLES and GENEVA agree that the appropriate share of the cost of the Construction and Construction Engineering shall be paid by the PARTIES as set forth herein below.
 - a. ST. CHARLES agrees to pay \$314,192.16 of the Construction and Construction Engineering.
 - b. GENEVA agrees to pay \$116,594.84 of the Construction and Construction Engineering.

2. The PARTIES acknowledge and agree that ST. CHARLES shall act as the lead agency for the CONSTRUCTION AND CONSTRUCTION ENGINEERING”.
3. In accordance with its customary business practices, ST. CHARLES agrees to pay the CONSULTANT performing the PHASE III ENGINEERING services performed upon receipt of an invoice(s) therefor from the CONSULTANT. ST. CHARLES shall subsequently bill GENEVA, respectively, for their proportionate share of the costs of the PHASE III ENGINEERING as those costs are paid by ST. CHARLES.
4. ST. CHARLES agrees to pay the contractor for ST. CHARLES and GENEVA’S portion of the construction costs upon receipt of an invoice(s) from the contractor. ST. CHARLES shall subsequently bill GENEVA within thirty (30) days of receipt of the ST. CHARLES’s invoice(s) for their proportionate share of the construction costs as those costs are paid by ST. CHARLES.
5. GENEVA agrees to reimburse ST. CHARLES within forty five (45) days of receipt of the ST. CHARLES’s invoice(s) for their respective portion(s) of the CONSTRUCTION work.
6. GENEVA agrees to reimburse ST. CHARLES within forty five (45) days of receipt of the ST. CHARLES’s invoice(s) for their respective portion(s) of the CONSULTANT’s services.
7. This Agreement shall only be effective upon approval by the respective legislative bodies of ST. CHARLES and GENEVA.
8. The failure of any party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement, or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term, covenant, agreement, or condition herein contained.
9. This agreement shall inure to the benefit of the parties hereto successors and assigns.

Dated at St. Charles, Illinois this ____ day of _____, 2017.

CITY OF ST. CHARLES

ATTEST:

By: _____
Mayor, City of St. Charles

By: _____
City Clerk, City of St. Charles

CITY OF GENEVA

ATTEST:

By: _____
Mayor, City of Geneva

By: _____
City Clerk, City of Geneva

Engineer's Opinion of Probable Cost

EXHIBIT A

IL 31 Culvert at South Corporate Limits

St. Charles - Geneva Cost Distribution

7/18/2017

No.	Description	St. Charles Quantity	St. Charles Cost	Geneva Quantity	Geneva Cost	Kovilic Construction Bid Unit Price	Kovilic Construction Total Price
	Site Improvements						
1	MOBILIZATION	0.5	\$ 10,000.00	0.5	\$ 10,000.00	\$20,000.00	\$20,000.00
2	CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	0.5	\$ 5,000.00	0.5	\$ 5,000.00	\$10,000.00	\$10,000.00
3	SITE DEWATERING	0.5	\$ 2,500.00	0.5	\$ 2,500.00	\$5,000.00	\$5,000.00
4	TEMPORARY CONSTRUCTION FENCE	559.5	\$ 2,797.50	559.5	\$ 2,797.50	\$5.00	\$5,595.00
5	CLEARING	0.5	\$ 2,500.00	0.5	\$ 2,500.00	\$5,000.00	\$5,000.00
6	TREE REMOVAL (6-15 UNITS DIA)	48.0	\$ 1,680.00	34.0	\$ 1,190.00	\$35.00	\$2,870.00
7	TREE REMOVAL (OVER 15 UNITS DIA)	20.0	\$ 1,000.00	24.0	\$ 1,200.00	\$50.00	\$2,200.00
8	TREE TRUNK PROTECTION	20.0	\$ 3,000.00	19.0	\$ 2,850.00	\$150.00	\$5,850.00
9	EARTH EXCAVATION, SPECIAL	0.5	\$ 5,000.00	0.5	\$ 5,000.00	\$10,000.00	\$10,000.00
10	ROCK EXCAVATION, CHANNEL	13.0	\$ 3,900.00	47.0	\$ 14,100.00	\$300.00	\$18,000.00
11	FURNISHED EXCAVATION	67.0	\$ 6,700.00	0.0	\$ -	\$100.00	\$6,700.00
12	POROUS GRANULAR EMBANKMENT	90.0	\$ 9,000.00	0.0	\$ -	\$100.00	\$9,000.00
13	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	51.0	\$ 2,550.00	0.0	\$ -	\$50.00	\$2,550.00
14	SIDEWALK REMOVAL	70.0	\$ 210.00	0.0	\$ -	\$3.00	\$210.00
15	PORTLAND CEMENT CONCRETE SIDEWALK, 5", SPECIAL	2,042.0	\$ 14,294.00	0.0	\$ -	\$7.00	\$14,294.00
16	DETECTABLE WARNINGS	20.0	\$ 500.00	0.0	\$ -	\$25.00	\$500.00
17	STABILIZED CONSTRUCTION ENTRANCE, SPECIAL	0.5	\$ 1,500.00	0.5	\$ 1,500.00	\$3,000.00	\$3,000.00
18	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	39.0	\$ 3,510.00	0.0	\$ -	\$90.00	\$3,510.00
19	HMA PAVEMENT AT GUARDRAIL	83.0	\$ 3,735.00	0.0	\$ -	\$45.00	\$3,735.00
20	BACK SIDE PROTECTION OF GUARDRAIL	140.0	\$ 2,800.00	0.0	\$ -	\$20.00	\$2,800.00
21	STONE RIPRAP, CLASS A3	9.0	\$ 1,350.00	0.0	\$ -	\$150.00	\$1,350.00
22	STONE RIPRAP, CLASS A5	36.0	\$ 5,400.00	131.0	\$ 19,650.00	\$150.00	\$25,050.00
23	FILTER FABRIC	9.0	\$ 90.00	0.0	\$ -	\$10.00	\$90.00
24	REMOVE EXISTING WOOD FENCE	40.0	\$ 400.00	0.0	\$ -	\$10.00	\$400.00
25	RELOCATE SIGN ASSEMBLY	1.0	\$ 250.00	0.0	\$ -	\$250.00	\$250.00
26	INLET FILTERS	1.0	\$ 250.00	0.0	\$ -	\$250.00	\$250.00
27	PERIMETER EROSION BARRIER, SILT FENCE	19.0	\$ 95.00	19.0	\$ 95.00	\$5.00	\$190.00
28	TEMPORARY CONCRETE WASHOUT FACILITY	1.0	\$ 1,000.00	0.0	\$ -	\$1,000.00	\$1,000.00
29	CHANGEABLE MESSAGE SIGN	57.0	\$ 4,275.00	57.0	\$ 4,275.00	\$75.00	\$8,550.00
30	TRAFFIC CONTROL AND PROTECTION	0.5	\$ 5,000.00	0.5	\$ 5,000.00	\$10,000.00	\$10,000.00
31	TOPSOIL FURNISH AND PLACE, 6", SPECIAL	832.0	\$ 4,160.00	832.0	\$ 4,160.00	\$5.00	\$8,320.00
32	TEMPORARY SEEDING	0.2	\$ 1,000.00	0.2	\$ 1,000.00	\$5,000.00	\$2,000.00
33	SEEDING, CLASS 1A WITH FERTILIZER	0.1	\$ 1,000.00	0.0	\$ -	\$10,000.00	\$1,000.00
34	SEEDING, WOODLAND SEEDING	0.2	\$ 2,000.00	0.2	\$ 2,000.00	\$10,000.00	\$4,000.00
35	EROSION CONTROL BLANKET	215.0	\$ 1,075.00	0.0	\$ -	\$5.00	\$1,075.00
36	HEAVY DUTY EROSION CONTROL BLANKET	724.5	\$ 2,173.50	724.5	\$ 2,173.50	\$3.00	\$4,347.00
37	TREE, BETULA NIGRA (RIVER BIRCH), 2.5 INCH CALIPER	0.5	\$ 250.00	0.5	\$ 250.00	\$500.00	\$500.00
38	TREE, CELTIC OCCIDENTALIS (HACKBERRY), 2.5 INCH CALIPER	0.5	\$ 250.00	0.5	\$ 250.00	\$500.00	\$500.00
39	TREE, QUERCUS ALBA (WHITE OAK), 2.5 INCH CALIPER	1.5	\$ 750.00	1.5	\$ 750.00	\$500.00	\$1,500.00
40	TREE, QUERCUS MACROCARPA (BUR OAK), 2.5 INCH CALIPER	1.5	\$ 750.00	1.5	\$ 750.00	\$500.00	\$1,500.00
41	SHRUB, CORNUS OBLIQUA (BLUE FRUITED DOGWOOD), 5-GALLON	1.5	\$ 225.00	1.5	\$ 225.00	\$150.00	\$450.00
42	SHRUB, CORNUS ALBA, (RED-OSIER DOGWOOD), 5-GALLON	3.0	\$ 450.00	3.0	\$ 450.00	\$150.00	\$900.00
43	SHRUB, VIBURNUM LENTAGO, (NANNY BERRY), 5-GALLON	3.0	\$ 450.00	3.0	\$ 450.00	\$150.00	\$900.00
44	SHRUB, SAMBUCUS CANADENSIS, (ELDERBERRY), 5-GALLON	3.0	\$ 450.00	3.0	\$ 450.00	\$150.00	\$900.00
45	LANDSCAPE MAINTENANCE, YEAR 1	0.5	\$ 1,500.00	0.5	\$ 1,500.00	\$3,000.00	\$3,000.00
46	LANDSCAPE MAINTENANCE, YEAR 2	0.5	\$ 1,500.00	0.5	\$ 1,500.00	\$3,000.00	\$3,000.00
47	LANDSCAPE MAINTENANCE, YEAR 3	0.5	\$ 1,500.00	0.5	\$ 1,500.00	\$3,000.00	\$3,000.00

	Structural Improvements						
48	POROUS GRANULAR EMBANKMENT	3.0	\$ 300.00	0.0	\$ -	\$100.00	\$300.00
49	STRUCTURE EXCAVATION	12.0	\$ 1,800.00	0.0	\$ -	\$150.00	\$1,800.00
50	ROCK EXCAVATION	2.4	\$ 1,200.00	0.0	\$ -	\$500.00	\$1,200.00
51	CONCRETE STRUCTURES	14.5	\$ 21,750.00	0.0	\$ -	\$1,500.00	\$21,750.00

No.		Description	St. Charles Quantity	St. Charles Cost	Geneva Quantity	Geneva Cost	Kovilic Construction Bid Unit Price	Kovilic Construction Total Price
52		STUD SHEAR CONNECTORS	50.0	\$ 500.00	0.0	\$ -	\$10.00	\$500.00
53		REINFORCEMENT BARS, EPOXY COATED	2,720.0	\$ 8,160.00	0.0	\$ -	\$3.00	\$8,160.00
54		BICYCLE RAILING	100.0	\$ 25,000.00	0.0	\$ -	\$250.00	\$25,000.00
55		FURNISHING SOLDIER PILES (HP SECTIONS)	114.0	\$ 11,400.00	0.0	\$ -	\$100.00	\$11,400.00
56		DRILLING AND SETTING SOLDIER PILES (IN SOIL)	182.0	\$ 22,750.00	0.0	\$ -	\$125.00	\$22,750.00
57		DRILLING AND SETTING SOLDIER PILES (IN ROCK)	227.0	\$ 45,400.00	0.0	\$ -	\$200.00	\$45,400.00
58		UNTREATED TIMBER LAGGING	295.0	\$ 5,900.00	0.0	\$ -	\$20.00	\$5,900.00
59		CONCRETE BOX CULVERTS	5.5	\$ 8,250.00	0.0	\$ -	\$1,500.00	\$8,250.00
60		GEOCOMPOSITE WALL DRAIN	21.0	\$ 945.00	0.0	\$ -	\$45.00	\$945.00
61		PCC CHANNEL WEIR WALL	0.5	\$ 10,000.00	0.5	\$ 10,000.00	\$20,000.00	\$20,000.00

	St. Charles	Geneva	Project Total
Construction Split Total	\$ 283,125.00	\$ 105,066.00	\$388,191.00
Construction Total %	72.93%	27.07%	
Construction Engineering Split	\$31,067.16	\$11,528.84	\$42,596.00
Project Cost Total	\$314,192.16	\$116,594.84	\$430,787.00