

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6.s

Title:

Recommendation to Approve Intergovernmental Agreement with the City of Geneva for the Resurfacing of Gray Street

Presenter:

Ken Jay

Meeting: Government Services Committee

Date: April 22, 2019

Proposed Cost: n/a

Budgeted Amount: n/a

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

The City of St. Charles and the City of Geneva have partnered together to resurface Gray Street, from west of S. 12th Street to S. 6th Street, as the street centerline is the corporate boundary between the two cities. The work is being performed as part of the 2019 Street Rehabilitation Project.

Construction improvements call for concrete curb and sidewalk repairs, utility repairs, full-depth asphalt removal and paving of new asphalt binder and surface courses. Each municipality has determined its own repair needs and will pay for the portions of the work within their respective City limits.

As part of the design and bidding process, the appropriate distribution of costs was based on the work to be 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 will be reimbursed by the City of Geneva.

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

Agency Costs:

City of Geneva	\$137,819.47
City of St. Charles	\$291,133.04*
Total	\$428,952.51

*Note that the City of St. Charles' expenses are significantly higher than the City of Geneva's expenses due to a large amount of utility repairs being performed.

The City of Geneva is scheduled to vote on the attached agreement at their April 15, 2019 City Council meeting.

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 Resurfacing of Gray Street.

**INTERGOVERNMENTAL AGREEMENT FOR
STREET REHABILITATION BY AND
BETWEEN CITY OF ST. CHARLES,
KANE AND DuPAGE COUNTIES, ILLINOIS
AND CITY OF GENEVA, KANE COUNTY, ILLINOIS**

WHEREAS, the CITY OF ST. CHARLES ("ST. CHARLES"), Kane and DuPage Counties, Illinois, a home rule unit of local government, and the CITY OF GENEVA, ("GENEVA"), Kane County, Illinois, a non-home rule unit of local government, as established under the 1970 Illinois Constitution (Article VII Section 10) and pursuant to the Illinois Intergovernmental Cooperation Act, which authorizes intergovernmental cooperation among local governments; and

WHEREAS, ST. CHARLES and GENEVA desire to enter into a certain intergovernmental agreement regarding the manner of providing for the rehabilitation of certain street improvements to Gray Street; and

WHEREAS, ST. CHARLES and GENEVA have a common corporate boundary along Gray Street which is in need of certain street improvements and repairs;

Now, therefore, in consideration of the mutual promises contained herein and the recitals of facts herein above made, it is hereby agreed by and between CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, and CITY OF GENEVA, Kane County, Illinois, as follows:

1. ST. CHARLES and GENEVA (sometimes hereafter referred to individually as "CITY" or "agency", or collectively, as "CITIES") agree to complete the street improvements to Gray Street from Logan Avenue (South 6th Street) to the West end of Gray Street (West of South 12th Street) (the street improvements hereinafter referred to as "IMPROVEMENTS"). The CITIES shall share in the cost of the materials and labor (work") which constitutes the IMPROVEMENTS as specified at Exhibit "A", attached hereto. The IMPROVEMENTS shall include bituminous surface removal, bituminous concrete paving, concrete curb and sidewalk replacements and curb ramp installations, bituminous driveway apron repairs and pavement striping along Gray Street. Each CITY will be responsible for the cost of the work that falls within its corporate limits of the Gray Street centerline as represented in EXHIBIT A. ST. CHARLES will be the "Lead Agency" for the purposes of supervising and directing the IMPROVEMENTS and shall have the responsibility for coordinating engineering design services, advertising for bids, reviewing bids and contractor's qualifications, awarding contracts, supervising the work, and all other necessary and customary functions to complete said IMPROVEMENTS. ST. CHARLES shall cause the work to be performed and completed in a good workmanlike manner and in accordance with the approved final plans and specifications, prepared by ST. CHARLES and approved by GENEVA; the plans and specifications shall be prepared in accordance with the Standard Specifications for Road and Bridge Construction in Illinois adopted April 1, 2016. Subject to reimbursement of GENEVA'S share of the cost of the work, ST. CHARLES shall be responsible for the payment of all costs associated with

the performance of the work, including the cost of all material testing services, and all street improvements.

2. Prior to the solicitation of competitive bids for the work or the execution of any contract for the work, ST. CHARLES shall present to GENEVA the following: (a) Engineer's estimate of cost for the IMPROVEMENTS prepared by the ST. CHARLES City Engineer, (b) Final Engineering Plans and Specifications for the IMPROVEMENTS, (c) customary Bid package (d) one (1) copy of Contractor's Bid Bond. Subsequent to award of any contract to the lowest responsible bidder, ST. CHARLES shall deliver to GENEVA executed copies of the construction contract ("CONTRACT") with the general contractor ("CONTRACTOR") engaged to perform the IMPROVEMENT work. The CONTRACT shall set forth the total cost of the IMPROVEMENT work ("CONTRACT PRICE"). The CONTRACT shall include the following provisions:

a. Except for the negligence of any of the Indemnities (hereinafter defined), the CONTRACTOR shall be required to protect, defend, indemnify and hold harmless ST. CHARLES and GENEVA, respectively, and their elected and appointed officers, employees and agents, (collectively, sometimes called "Indemnities") from and against all loss, claims and expenses, including, but not limited to, reasonable attorneys' fees, court costs and expenses of collection which may result from the performance of the work. This indemnification shall include, but not be limited to, loss or destruction of property, including loss of use thereof, bodily injury, personal injury, sickness, disease, or death sustained by any person.

Such obligation of the CONTRACTOR shall not be limited by the availability, limits, or coverage of insurance carried or required herein, or required by law to be carried.

b. The CONTRACTOR shall indemnify, protect and save harmless ST. CHARLES and GENEVA from and against any and all mechanic's liens or claims for lien arising out of the performance of the work, including any actions brought or judgments rendered thereof, and from and against any and all loss, damage, liability, costs and expenses, including legal fees and disbursements, which ST. CHARLES and GENEVA may sustain or incur in connection therewith.

c. CONTRACTOR shall include the interest of ST. CHARLES and GENEVA as an additional insured on the CONTRACTOR'S comprehensive general liability insurance policy, the coverages under the policy to be in accordance with the bid specifications; a certificate of insurance shall be tendered to the CITIES prior to the commencement of the work by the CONTRACTOR.

3. Pursuant to the allocations set forth in paragraph 4 below, ST. CHARLES shall pay the CONTRACTOR and other persons entitled to payment for the cost of the IMPROVEMENT work. The cost of the IMPROVEMENT work shall include the cost of any testing services required by the plans and specifications.

4. ST. CHARLES shall request GENEVA to reimburse its share of the cost, concurrently with the completion of the work by the CONTRACTOR, as stated in Exhibit A. ST. CHARLES shall request each reimbursement payment in writing and shall include with each request a certification from the City Engineer for ST. CHARLES (or other representative designated by ST. CHARLES) that the CONTRACTOR has satisfactorily completed the work and is entitled to payment for the work in the amount certified. GENEVA shall tender to ST. CHARLES an amount equal to the cost of the work completed and certified by ST. CHARLES in Geneva within 45 days after receipt of said certification. The final request for reimbursement shall include a written statement from the City Engineer for ST. CHARLES certifying the total cost of the work and that the IMPROVEMENTS have been completed and accepted in accordance with the plans and specifications.

5. In the event ST. CHARLES or the CONTRACTOR requests changes in the work, ST. CHARLES shall submit to GENEVA, for its review and approval, copies of all requests for change orders. GENEVA shall endeavor to respond promptly to such requests and shall approve or object to such requests for change orders within seven (7) days of receipt of the request if the change order is \$5,000 or less and, if the change order is greater than \$5,000, not later than the next GENEVA City Council Meeting. In the event the CONTRACTOR requests a field change in the plans or specifications, GENEVA's designated representative shall be authorized to approve or object such requests. GENEVA's designated

representative shall be STEPHANIE DAWKINS or RICHARD BABICA, or such other person as GENEVA may so designate by written notice to ST. CHARLES.

6. Prior to any disbursements to CONTRACTOR or reimbursement requests to GENEVA for the IMPROVEMENT work, ST. CHARLES shall submit copies of CONTRACTOR'S sworn statement and lien waivers relating to the requested disbursement to GENEVA. If GENEVA is not satisfied with the adequacy or sufficiency of such sworn contractor's statement and waivers, it shall notify ST. CHARLES in writing of its objection and ST. CHARLES shall make no further disbursements pursuant to this Agreement until satisfied with the sufficiency of such statements and waivers.

7. All notices required hereunder shall be made in writing and at the following addresses:

City of Geneva: Richard Babica
Director of Public Works
1800 South Street
Geneva, Illinois 60134

With a copy to: Charles A. Radovich
City Attorney
312 West State Street
Geneva, Illinois 60134

City of St. Charles: Peter Suhr
Director of Public Works
Two East Main Street
St. Charles, IL 60174

With a copy to:

John M. McGuirk
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.
City Attorney
1001 East Main Street, Suite G
St. Charles, IL 60174

8. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

9. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by St. Charles and Geneva.

10. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

11. The Cities of ST. CHARLES and GENEVA have authorized, by resolution, the execution of this Agreement, as an exercise of their respective intergovernmental cooperation authority under the Constitution of the State of Illinois. This Agreement shall become effective upon its execution and delivery by all parties.

IN WITNESS WHEREOF on this _____ day of _____, 2019, A.D., the parties hereto fix their respective seals.

CITY OF GENEVA, ILLINOIS

ATTEST:

By: _____
Mayor

City Clerk

CITY OF ST. CHARLES, ILLINOIS

ATTEST:

By: _____
Mayor

City Clerk

EXHIBIT A - Distribution of Costs
Gray Street Resurfacing - S. 6th Street/Logan to West End

No.	Description	Unit	Unit Price	Total Quantity	St. Charles Quantity	St. Charles Cost	Geneva Quantity	Geneva Cost
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 1.00	135.48	71.39	\$ 71.39	64.09	\$ 64.09
21101615	TOPSOIL FURNISH AND PLACE, 4"	SY	\$ 5.00	1892.8	1821.1	\$ 9,105.50	71.7	\$ 358.50
25000100	SEEDING, CLASS 1	AC	\$ 1,000.00	0.391	0.38	\$ 376.00	0.015	\$ 15.00
25100630	EROSION CONTROL BLANKET	SY	\$ 1.00	1892.8	1821.1	\$ 1,821.10	71.7	\$ 71.70
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SY	\$ 4.00	87.0	82.7	\$ 330.80	4.3	\$ 17.20
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SY	\$ 6.00	42.0	37.6	\$ 225.60	4.4	\$ 26.40
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SY	\$ 1.00	356.34	178.14	\$ 178.14	178.2	\$ 178.20
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$ 0.01	5345.0	2672.0	\$ 26.72	2673.0	\$ 26.73
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	\$ 1.00	177.0	177.0	\$ 177.00		\$ -
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 68.00	1496.6	748.3	\$ 50,884.40	748.3	\$ 50,884.40
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D" N50	TON	\$ 70.00	997.8	498.9	\$ 34,923.00	498.9	\$ 34,923.00
42300200	PCC DRIVEWAY PAVEMENT, 6 INCH	SY	\$ 76.50	25.9	25.9	\$ 1,981.35		\$ -
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SF	\$ 6.75	1034.0	713.0	\$ 4,812.75	321.0	\$ 2,166.75
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SF	\$ 9.00	439.0	375.0	\$ 3,375.00	64.0	\$ 576.00
42400800	DETECTABLE WARNINGS	SF	\$ 30.00	74.0	50.0	\$ 1,500.00	24.0	\$ 720.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SY	\$ 16.00	25.9	25.9	\$ 414.40		\$ -
44000600	SIDEWALK REMOVAL	SF	\$ 2.00	1493.0	1297.0	\$ 2,594.00	196.0	\$ 392.00
78000400	THERMOPLASTIC PAVEMENT MARKING – LINE 6"	LF	\$ 1.13	175.0	175.0	\$ 197.75		\$ -
78000650	THERMOPLASTIC PAVEMENT MARKING – LINE 24"	LF	\$ 4.75	70.0	70.0	\$ 332.50		\$ -
X0326440	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SY	\$ 4.00	11878.0	5939.0	\$ 23,756.00	5939.0	\$ 23,756.00
X4400220	CURB REMOVAL AND REPLACEMENT	LF	\$ 30.25	1551.0	833.0	\$ 25,198.25	718.0	\$ 21,719.50
Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SY	\$ 35.00	423.0	379.0	\$ 13,265.00	44.0	\$ 1,540.00
Z0004544	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SY	\$ 1.00	423.0	379.0	\$ 379.00	44.0	\$ 44.00
20800150	TRENCH BACKFILL	CY	\$ 38.00	4.9	4.9	\$ 186.20		\$ -
28000510	INLET FILTERS	EACH	\$ 150.00	20.0	20.0	\$ 3,000.00		\$ -
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	\$ 550.00	1.0	1.0	\$ 550.00		\$ -
55100500	STORM SEWER REMOVAL 12"	LF	\$ 10.00	44.0	44.0	\$ 440.00		\$ -
60207705	CATCH BASINS, TYPE C, TYPE 9 FRAME AND GRATE	EACH	\$ 1,700.00	1.0	1.0	\$ 1,700.00		\$ -
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	\$ 4,900.00	1.0	1.0	\$ 4,900.00		\$ -
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	\$ 5,100.00	1.0	1.0	\$ 5,100.00		\$ -
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH	\$ 1,200.00	1.0	1.0	\$ 1,200.00		\$ -
60236100	INLETS, TYPE A, TYPE 6 FRAME AND GRATE	EACH	\$ 1,300.00	1.0	1.0	\$ 1,300.00		\$ -
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	\$ 1,200.00	1.0	1.0	\$ 1,200.00		\$ -
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	\$ 810.00	5.0	5.0	\$ 4,050.00		\$ -
60260300	INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EACH	\$ 710.00	2.0	2.0	\$ 1,420.00		\$ -
60265900	VALVE VAULTS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	\$ 725.00	1.0	1.0	\$ 725.00		\$ -
60300105	FRAMES AND GRATES TO BE ADJUSTED	EACH	\$ 350.00	1.0	1.0	\$ 350.00		\$ -
60300305	FRAMES AND LIDS TO BE ADJUSTED	EACH	\$ 340.00	9.0	8.0	\$ 2,720.00	1.0	\$ 340.00
60500040	REMOVING MANHOLES	EACH	\$ 400.00	2.0	2.0	\$ 800.00		\$ -
60500050	REMOVING CATCH BASINS	EACH	\$ 300.00	1.0	1.0	\$ 300.00		\$ -
60500060	REMOVING INLETS	EACH	\$ 100.00	3.0	3.0	\$ 300.00		\$ -
66900200	NON-SPECIAL WASTE DISPOSAL	CY	\$ 1.00	52.19	52.19	\$ 52.19		\$ -
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	LF	\$ 146.00	44.0	44.0	\$ 6,424.00		\$ -
2	FIRE HYDRANT ASSEMBLY - REMOVE & REPLACE	EACH	\$ 5,980.00	8.0	8.0	\$ 47,840.00		\$ -
5	REMOVE & REPLACE B-BOX	EACH	\$ 650.00	5.0	5.0	\$ 3,250.00		\$ -
7	REPLACE 6" VALVE IN EXISTING VAULT	EACH	\$ 2,300.00	11.0	11.0	\$ 25,300.00		\$ -
11	SANITARY MANHOLE CHIMNEY SEAL	EACH	\$ 350.00	6.0	6.0	\$ 2,100.00		\$ -
					Total Est.	\$ 291,133.04	Total Est.	\$ 137,819.47