

Memorandum
Public Works Department



To: City Manager
Subject: Intergovernmental Agreement for 2012 Joint Pavement Marking Program
Date: May 30, 2012
Number: 2012-126

The City of Moline coordinates the bidding of the contract for the pavement marking program for the cities of Moline, East Moline, and Rock Island. The attached document is an intergovernmental agreement between the three communities covering the joint bidding of the contract. Moline and East Moline have signed the agreement.

Recommendation

The Public Works Department recommends that the City Council authorize the City Manager to sign the Intergovernmental Agreement for 2012 Joint Pavement Marking Program.

Submitted by: Robert T. Hawes, P.E., Assistant City Manager/Public Works Director
Randy Tweet, Street Maintenance Superintendent

Approved by: Thomas Thomas, City Manager

**INTERGOVERNMENTAL AGREEMENT FOR 2012 JOINT PAVEMENT MARKING
PROGRAM BETWEEN AND AMONG**

CITY OF MOLINE, CITY OF EAST MOLINE, AND CITY OF ROCK ISLAND

WHEREAS, the CITY OF MOLINE, ILLINOIS (hereinafter "Moline"), the CITY OF EAST MOLINE, ILLINOIS (hereinafter "East Moline"), and the CITY OF ROCK ISLAND, ILLINOIS (hereinafter "Rock Island"), are municipal corporations organized pursuant to Art. VII, Sect. 6, of the Illinois Constitution or pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*); and

WHEREAS, existing streets, alleys, and sidewalks in Moline, East Moline, and Rock are in need of pavement marking; and

WHEREAS, it is often most cost effective to perform said pavement marking work as one project due to the volume of work; and

WHEREAS, the parties agree to undertake Project #1154- 2012 Joint Pavement Marking Program jointly within the 2012 calendar year and to share in the project based on the amount of work done in the respective municipalities.

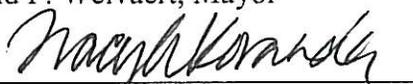
NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Moline, by and through its Mayor; East Moline, by and through its Mayor; and Rock Island, by and through its City Manager; hereby agree as follows:

1. Each municipality electing to participate in this joint project shall provide quantities, locations, and all other information necessary to identify the work to be performed within their respective municipality. The City of Moline will assemble the various quantities, generate a bid package, and solicit bids for the repairs. Quantities shall be listed separately and unit prices obtained for each municipality. The project will be awarded to the lowest responsible and responsive bidder for the entire project. Inspection during construction and measurement of final quantities shall be the responsibility of each respective municipality.
2. The parties mutually agree to share the costs of the project based on the unit prices and final quantities for work done in the respective municipalities. Each municipality shall remit payment for the work done in its respective municipality directly to the bidder that is awarded the project.
3. Moline shall require a performance bond for the entire contract amount and insurance for the entire project, including the work to be done in East Moline and Rock Island, from the bidder that is awarded the project.
4. The parties agree that this agreement shall relate solely each to the other, and shall not be in benefit of any third party, nor shall it be construed as a practice or procedure

available to any other person or entity excepting the parties herein; provided, however, that each party retains the ability and right to enter into any other agreements with any other party or parties concerning the same or other subject matter from that herein contained.

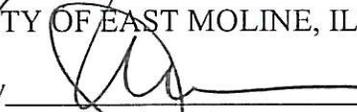
5. Each party agrees to mutually indemnify, defend, and hold harmless the other parties, their officers, agents and employees, for any and all claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising from the negligent or willful and wanton acts of such indemnifying party's officers, employees, and agents.
6. Further, each party agrees to mutually indemnify, defend, and hold harmless the other parties, their officers, agents and employees, for any and all injuries, claims and demands, and resulting damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever arising out of work being performed in such indemnifying party's respective jurisdiction.
7. This agreement shall remain in full force and effect until the project contemplated in this agreement is completed.
8. This instrument contains the entire agreement between Moline, East Moline, and Rock Island with respect to the transaction contemplated in this agreement. The parties agree there are no other terms or conditions of this agreement, either oral or written, other than those stated herein.

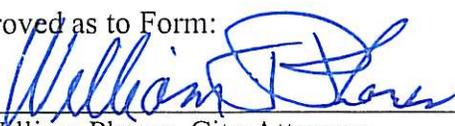
TO EVIDENCE THIS AGREEMENT, the parties have executed this agreement on the dates set opposite their respective signatures below.

CITY OF MOLINE, ILLINOIS
By 
Donald P. Welvaert, Mayor
Attest: 
Tracy A. Koranda, City Clerk

Approved as to Form:
By 
Maureen Riggs, City Attorney

Date: 4/12, 2012

CITY OF EAST MOLINE, ILLINOIS
By 
John Thodos, Mayor
Attest: 
Arletta Holmes, City Clerk

Approved as to Form:
By 
William Phares, City Attorney

Date: 5/7, 2012



CITY OF ROCK ISLAND, ILLINOIS

By _____
Thomas Thomas, City Manager

Attest: _____
Aleisha Patchin, City Clerk

Approved as to Form:

By _____
Theodore G. Kutsunis, City Attorney

Date: _____, 2012