

**Memorandum
Public Works Department**



To: City Manager
Subject: Intergovernmental Agreement - CRI 2571 Sewer Rehabilitation/Lining
Date: January 24, 2013
Number: 2013-019

The City of Moline is coordinating the bidding of the contract for sewer pipe lining this year. Attached is a copy of the Intergovernmental Agreement with the Cities of Moline, East Moline, Silvis, Rock Island, and with the Villages of Coal Valley, and Cambridge. The official document for signatures will be sent individually to the participating cities and villages.

The sewers proposed for work are to be lined internally with a thermosetting resin to help reduce root intrusion, groundwater infiltration, and provide additional structural capacity to the pipe.

The project quantities are combined in the bidding process to increase the volume of work with the intended purpose of reducing total project costs.

The project will be broken up into separate contracts after the bidding process to allow each city to manage the work and coordinate timely payment to the contractor. Each city will provide its own inspection on the work within its borders, and the contractor will be required to provide liability insurance and a performance bond on each of the city contracts.

The estimated total cost for Rock Island pipe lining is \$200,000.

Recommendation

It is recommended that the City Council authorize the City Manager, the City Attorney, and the City Clerk to sign the Intergovernmental Agreement on behalf of the City of Rock Island.

Submitted by: Robert T. Hawes, P.E., Assistant City Manager/Public Works Director
Robert A. Horton, P.E., Assistant City Engineer

Approved by: Thomas Thomas, City Manager

INTERGOVERNMENTAL AGREEMENT

FOR 2013 SEWER LINING PROGRAM BETWEEN AND AMONG

CITY OF MOLINE, CITY OF EAST MOLINE, VILLAGE OF COAL VALLEY, CITY OF SILVIS, VILLAGE OF CAMBRIDGE, AND CITY OF ROCK ISLAND, ILLINOIS

WHEREAS, the CITY OF MOLINE, ILLINOIS (hereinafter "Moline"), the CITY OF EAST MOLINE, ILLINOIS (hereinafter "East Moline"), the VILLAGE OF COAL VALLEY, ILLINOIS (hereinafter "Coal Valley"), the CITY OF SILVIS, ILLINOIS (hereinafter "Silvis"), the VILLAGE OF CAMBRIDGE, ILLINOIS (hereinafter "Cambridge"), 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 sewers in Moline, East Moline, Coal Valley, Silvis, Cambridge, and Rock Island are in need of repair; and

WHEREAS, it has been determined that the most economical method of repair of said sewers is by cured-in-place pipe lining; and

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

WHEREAS, the parties agree to undertake this project jointly 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; Coal Valley, by and through its Village President; Silvis, by and through its Mayor; Cambridge, by and through its Village President; and Rock Island, by and through its City Manager; hereby agree as follows:

1. The project at issue involves lining sewers identified by and in Moline, East Moline, Coal Valley, Silvis, Cambridge and Rock Island. Identified sewers shall be listed separately and unit prices obtained for each location. The project shall 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 the 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. Moline shall request and award bids for the project. Each municipality shall prepare and execute a contract with the bidder that is awarded the project, including but not limited to insurance and performance bond requirements, for the work to be completed in its respective municipality. Each municipality shall remit payment for the work done in its respective municipality directly to the bidder that is awarded the project.

3. 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.
4. 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.
5. 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.
6. This agreement shall remain in full force and effect until the project contemplated in this agreement is completed.
7. This instrument contains the entire agreement between Moline, East Moline, Coal Valley, Silvis, Cambridge 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: _____, 2013

CITY OF EAST MOLINE, ILLINOIS

By _____
John Thodos, Mayor

Attest: _____
Arletta Holmes, City Clerk

Approved as to Form:

By _____
William Phares, City Attorney

Date: _____, 2013

VILLAGE OF COAL VALLEY, ILLINOIS

By _____
Stanley Engstrom, Village President

Attest: _____
Melissa Declerk, Village Clerk

Approved as to Form:

By _____
William Phares, Village Attorney

Date: _____, 2013

VILLAGE OF CAMBRIDGE, ILLINOIS

By _____
James W. Crouch, Village President

Attest: _____
Paula Pool, Village Clerk

Approved as to Form:

By _____
Bruce Carmen, Village Attorney

Date: _____, 2013

CITY OF SILVIS, ILLINOIS

By _____
William M. Fox, Mayor

Attest: _____
Jim Nelson, City Clerk

Approved as to Form:

By _____
Dean Sutton, City Attorney

Date: _____, 2013

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: _____, 2013