

**Memorandum  
Public Works Department**



**To:** City Manager  
**Subject:** Intergovernmental Agreement - CRI 2571 Sewer Rehabilitation/Lining  
**Date:** June 13, 2011  
**Number:** 2011-178

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The Public Works Department has been working with other local communities to coordinate a sewer maintenance project using a trenchless method of rehabilitation. Attached is a copy of the Intergovernmental Agreement with the Cities of East Moline, Coal Valley, Silvis, Cambridge, and Rock Island.

The sewers proposed for work are to be lined internally with a thermosetting resin to help reduce root and groundwater infiltration, plus 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 maintenance bond covering the work in the respective contract with each city.

The estimated total cost for construction and engineering in Rock Island is \$175,000.

**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

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**Approved by:** John C. Phillips, City Manager

## INTERGOVERNMENTAL AGREEMENT

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

WHEREAS, 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 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 most cost effective to perform this 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, 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 Administrator; 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 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. Rock Island 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 terms of this agreement. Said indemnification and agreement to hold harmless shall include the duty to defend against, and shall include all costs, expenses, and charges, including without limitation reasonable attorney fees, associated with any claim, demand, suit, injury, cause of action, and any other liability arising out of any alleged misrepresentation.

5. This agreement shall remain in full force and effect until the project contemplated in this agreement is completed.

6. This instrument contains the entire agreement between Moline, East Moline, Coal Valley, 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 EAST MOLINE, ILLINOIS

VILLAGE OF COAL VALLEY, ILLINOIS

By \_\_\_\_\_  
John Thodos, Mayor

By \_\_\_\_\_  
Stanley Engstrom, Village President

Attest: \_\_\_\_\_  
Arletta Holmes, City Clerk

Attest: \_\_\_\_\_  
Melissa DeClerck, Village Clerk

Approved as to Form:

Approved as to Form:

By \_\_\_\_\_  
William Phares, City Attorney

By \_\_\_\_\_  
William Phares, Village Attorney

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

CITY OF SILVIS, ILLINOIS

VILLAGE OF CAMBRIDGE, ILLINOIS

By \_\_\_\_\_  
William M. Fox, Mayor

By \_\_\_\_\_  
Dwayne VanMeenen, Village Administrator

Attest: \_\_\_\_\_  
James Nelson, Village Clerk

Attest: \_\_\_\_\_  
Paula Pool, Village Clerk

Approved as to Form:

Approved as to Form:

By \_\_\_\_\_  
Dean Sutton, City Attorney

By \_\_\_\_\_  
Bruce Carmen, City Attorney

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

CITY OF ROCK ISLAND, ILLINOIS

By \_\_\_\_\_  
John C. Phillips, City Manager

Attest: \_\_\_\_\_  
Aleisha L. Patchin, City Clerk

Approved as to Form:

By \_\_\_\_\_  
Theodore G. Kutsunis, City Attorney

Date: \_\_\_\_\_, 2011