

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF DOWNERS GROVE AND THE DOWNERS GROVE SANITARY  
DISTRICT TO REPLACE SANITARY SEWERS  
IN OAKWOOD AND MIDDAUGH AVENUES FROM WARREN TO PRAIRIE AVENUE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and the Downers Grove Sanitary District (the “District”) for the replacement of sanitary sewers in Oakwood and Middaugh Avenues from Warren to Prairie Avenue, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
DOWNERS GROVE SANITARY DISTRICT AND THE  
VILLAGE OF DOWNERS GROVE TO REPLACE SANITARY SEWERS IN  
OAKWOOD AND MIDDAUGH AVENUES FROM WARREN TO PRAIRIE

THIS AGREEMENT is entered into by and between the DOWNERS GROVE SANITARY DISTRICT, ILLINOIS, a sanitary district created and existing under the laws of the State of Illinois, (hereinafter referred to as the “District”), and the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, (hereinafter referred to as the “Village”), concerning the construction of certain public improvements as described herein.

WHEREAS, the 1970 Illinois Const. Art. VII, Sec. 10, and Illinois Revised Statutes 5 ICLS 220/1 et. seq. authorizes the District and the Village to cooperate in the performance of their responsibilities by contract and other agreements, and

WHEREAS, the District and the Village desire to cooperate in an effort to replace the sanitary sewers in Oakwood and Middaugh Avenues from Warren to Prairie in Downers Grove in conjunction with the reconstruction of the street and other public improvements in this area by the Village,

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the District and the Village formally covenant, agree, and bind themselves as follows to wit:

1. Both the District and the Village agree to cooperate and make every effort to cause replacement of the sanitary sewers described herein.
2. Both the District and the Village agree that the scope of the improvement will include the replacement of approximately 2,682 lineal feet of 8-inch sanitary sewer, 8 manholes and 80 sanitary services along both Oakwood and Middaugh Avenues, extending north from existing sanitary sewer manholes located at Warren Avenue to Prairie Avenue, as depicted in Exhibit A. All construction will be in conformance with District and Village requirements.
3. The District has completed plans and specifications for the sanitary sewer improvement as described above. Both the District and the Village agree that the Village shall publicly advertise for bids, award a construction contract and proceed to construct the sanitary sewer improvement as part of the reconstruction

of the street within the project area by the Village. The plans and specifications for the sanitary sewer improvement must be approved by the Village. The contract for construction and contractor bids must be approved by the District. It is understood that, although the District will not be a party to the construction contract and will have no obligation to any contractors, the District will be a designated beneficiary of a Maintenance Bond as required by the project specifications. In addition, all insurance policies required of the contractor shall name the District, its agents, officers and employees, as additional insured. This shall include, but is not necessarily limited to, workers compensation, automobile liability, and general liability.

4. The Village shall promptly notify the District of the bid results for the project. The District may terminate this agreement, in the event that the lowest responsive and responsible bid exceeds the cost estimate, upon written notice to the Village within five (5) calendar days of receipt of the bid results.
5. The Village agrees to administer the project in the best interest of both parties and to consult with, and keep advised, officials of the District regarding the progress of the work and any problems encountered or changes recommended. No contract or change order which affects the total cost of the sanitary sewer improvements shall be authorized without the prior written approval of the District. The Village will endeavor to complete the construction of the proposed sanitary sewer by March 31, 2008.
6. The District agrees to reimburse the Village one hundred percent (100%) of the total construction cost for the sanitary sewer improvement, said total cost estimated to be \$603,188.00, as detailed in Exhibit B.
7. The District agrees to reimburse the Village for said costs in the following manner: Upon completion of the construction of the project as evidenced by the final acceptance of the work by the District, the Village shall invoice the District for the cost of the sanitary sewer replacement. The District shall pay such invoice within 45 days of receipt.
8. This document shall be a final embodiment of the Agreement by and between the District and the Village. No oral changes or modifications of this Agreement

shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the District and the Village.

9. In the event that any provisions of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.
10. This agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Dated at Downers Grove, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Downers Grove Sanitary District

By: \_\_\_\_\_  
General Manager

Attest: \_\_\_\_\_  
Assistant Clerk

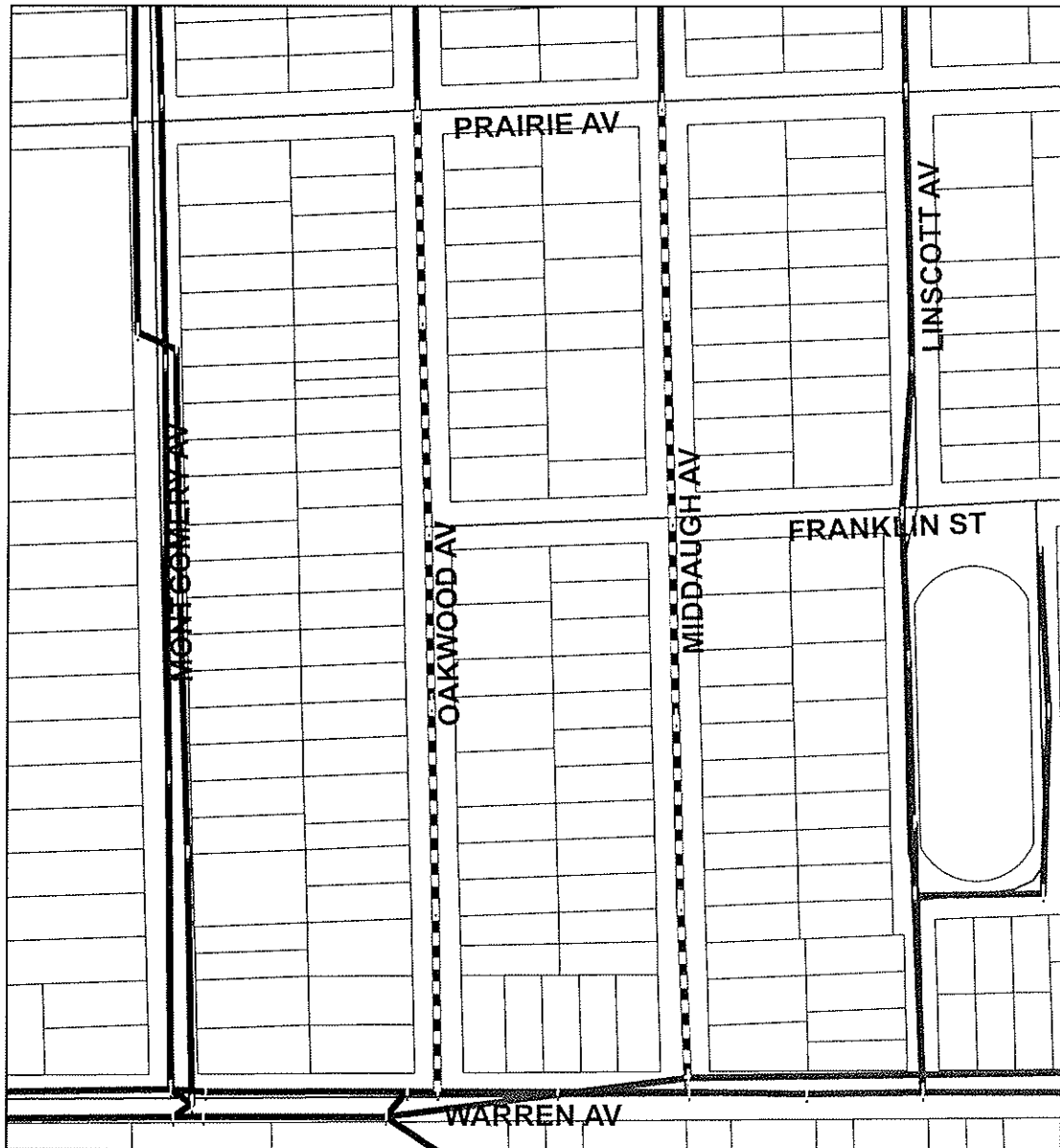
Dated at Downers Grove, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Village of Downers Grove

By: \_\_\_\_\_

Attest: \_\_\_\_\_

EXHIBIT A  
Intergovernmental Agreement - Downers Grove Sanitary District and the Village of Downers Grove  
Proposed Sanitary Sewer Replacements  
Oakwood & Middaugh Avenues From Warren to Prairie  
May 2007



**Legend**

- Existing Sewer
- Existing Manholes

Area of Sewer  
Replacement

0 87.5 175 350 525 700 Feet

**EXHIBIT B**  
**Intergovernmental Agreement - Downers Grove Sanitary District and the Village of Downers Grove**  
**Proposed Sanitary Sewer Replacements**  
**Oakwood & Middaugh Avenues From Warren to Prairie**  
**May 2007**

*Downers Grove Sanitary District*  
*Oakwood Avenue and Middaugh Avenue Sewer Replacement*  
*Total Opinion of Probable Cost*

| PAY ITEM<br>NUMBER | ITEM  | UNIT   | QUANTITY | UNIT<br>PRICE | TOTAL<br>COST |
|--------------------|---|--------|----------|---------------|---------------|
| 1                  | CONNECTION TO EXISTING MANHOLE, 8-INCH            | EACH   | 2        | \$ 3,500.00   | \$ 7,000.00   |
| 2                  | SANITARY SEWER (OPEN CUT) 8-INCH PVC              | LIN FT | 2,682    | \$ 60.00      | \$ 160,920.00 |
| 3                  | SANITARY SEWER SERVICE PIPE (OPEN CUT) 6-INCH PVC | LIN FT | 2,620    | \$ 50.00      | \$ 131,000.00 |
| 4                  | SANITARY SERVICE BRANCH FITTING                   | EACH   | 80       | \$ 400.00     | \$ 32,000.00  |
| 5                  | SANITARY SERVICE CLEANOUT                         | EACH   | 80       | \$ 400.00     | \$ 32,000.00  |
| 6                  | SANITARY SEWER PLUGS, 8-INCH                      | EACH   | 4        | \$ 150.00     | \$ 600.00     |
| 7                  | SANITARY MANHOLE, 4' DIAMETER                     | EACH   | 8        | \$ 4,500.00   | \$ 36,000.00  |
| 8                  | REMOVE EXISTING SANITARY MANHOLE, 4' DIAMETER     | EACH   | 2        | \$ 600.00     | \$ 1,200.00   |
| 9                  | ABANDON EXISTING SANITARY MANHOLE, 4' DIAMETER    | EACH   | 8        | \$ 500.00     | \$ 4,000.00   |
| 10                 | TRENCH BACKFILL (SANITARY SEWER) 8-INCH           | LIN FT | 2,682    | \$ 70.00      | \$ 187,740.00 |
| 11                 | SEWER TESTING FOR FINAL INSPECTION                | LIN FT | 2,682    | \$ 2.00       | \$ 5,364.00   |
| 12                 | SEWER TELEVISION FOR FINAL INSPECTION             | LIN FT | 2,682    | \$ 2.00       | \$ 5,364.00   |

TOTAL

**\$ 603,188.00**

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS