

**R E S O L U T I O N**

**AUTHORIZING APPROVAL OF AN  
INTERGOVERNMENTAL AGREEMENT FOR PHASE I ENGINEERING  
SERVICES FOR THE HARLEM AVENUE VIADUCT**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, that the Village Manager and Village Clerk are hereby authorized to execute an Intergovernmental Agreement with the Village of River Forest and Village of Forest Park, Illinois for the Phase I Engineering for the Harlem Avenue viaduct. A copy of said Agreement is attached herewith and labeled as Exhibit A.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 19<sup>th</sup> day of February, 2008, pursuant to a roll call vote as follows:

AYES: Trustees Hale, Hedges, Johnson, Marsey, Moore, Pate and President Pope

NAYS: None

ABSENT: None

**ADOPTED AND APPROVED** by me this 19<sup>th</sup> day of February, 2008.

David G. Pope  
Village President

ATTEST:

Sandra Sokol  
Village Clerk

ORIGINAL

AGREEMENT FOR PHASE I ENGINEERING STUDY  
OF HARLEM AVENUE VIADUCT

This agreement is dated Feb. 19th, 2008 and entered into by and between the Village of River Forest, an Illinois Municipal Corporation, the Village of Oak Park, an Illinois Municipal Corporation and the Village of Forest Park, an Illinois Municipal Corporation, and has as its terms the following:

**Whereas**, vehicle and pedestrian traffic on Harlem Avenue at the intersection with the Union Pacific Railroad tracks and bridge has a direct impact on the safety and convenience of the residents of the contracting municipalities;

**Whereas**, vehicle and pedestrian traffic at said location has become severely congested due, in part, to the structural configuration of said railroad bridge;

**Whereas**, the Village of River Forest together with the Villages of Forest Park and Oak Park previously entered into an intergovernmental agreement on March 21, 1998 for the purpose of performing a feasibility study to evaluate alternatives to minimize disruption to vehicular, pedestrian and railroad traffic;

**Whereas**, said feasibility study was performed by H.W. Lochner, Inc. and resulted in the identification of three potential construction alternatives;

**Whereas**, the Village of River Forest has been awarded \$800,000 under the SAFETEA-LU Federal Transportation Projects;

**Whereas**, the Village of River Forest desires to enter into a contract with HW Lockner, Inc. to perform a Phase I Engineering Study for the Harlem Avenue Viaduct; and

**Whereas**, it is in the interest of the contracting municipalities to participate in and be privy to the results of said study;

**Now, therefore**, the Village of River Forest ("River Forest"), the Village of Oak Park ("Oak Park") and the Village of Forest Park ("Forest Park") hereby agree as follows:

1. River Forest shall enter into a contract ("consulting agreement") with H.W. Lochner to perform the Phase I Engineering study;
2. The total cost for the local share of the study and the amounts to be paid by each Village are described in Exhibit 1 of this agreement. Oak Park hereby agrees to reimburse River Forest for its pro-rata share, and Forest Park hereby agrees to reimburse River for its pro-rata share. All payments due under this agreement shall be made within thirty days of receipt of invoice and shall bear interest at the rate of nine percent per annum thereafter until paid. River

Forest shall invoice Oak Park and Forest Park within thirty days of making any payment to the consultant. No default or breach by the consultant shall entitle Oak Park or Forest Park to any damages, reimbursement or refund unless River Forest shall first have recovered corresponding funds from the consultant. All funds recovered from the consultant in the event of a default or breach shall be shared pro-rata.

3. Oak Park and Forest Park shall have an opportunity to review and comment upon the proposed consulting agreement before it is signed. The final decision as to the final terms of said agreement shall rest in the sound discretion of Oak Park, Forest Park, and River Forest. Any consulting agreement entered into pursuant to this agreement shall be subject to approval by the River Forest Board at an open meeting, but in no instance shall River Forest approve such agreement without the prior consent of Oak Park and Forest Park as provided herein.
4. Oak Park and Forest Park shall be entitled to audit, inspect and copy all documents related to the selection of the consultant, any similar agreements which River Forest enters into with other municipalities regarding the consulting agreement and all financial records called for in the agreement with the State of Illinois, all of which shall be maintained by River Forest as called for by its ordinances. Copies of the consulting agreement and the consultant's report shall be promptly furnished to Oak Park and Forest Park upon execution or receipt by River Forest.
5. Nothing contained in this agreement shall obligate any of the parties to participate in any other studies or any construction projects.
6. In the event that litigation becomes necessary to enforce or defend River Forest's rights under the consulting agreement, the parties agree to share all expenses related to any threatened or actual litigation on a pro-rata basis and as incurred under the same terms as set forth in paragraph 2. Any such litigation shall be conducted by an attorney approved by Oak Park, Forest Park and River Forest.
7. Oak Park and Forest Park hereby represent to River Forest that they have fully complied with Chapter 65 ILCS 5/8 - 1 - 7 and that each is bound by the financial obligations set forth herein. Each party shall promptly take all steps necessary to make this agreement final and binding pursuant to its ordinances and shall immediately notify the other of final approval or disapproval. This agreement shall be binding upon River Forest only upon its approval by the Board of Trustees.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization, have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

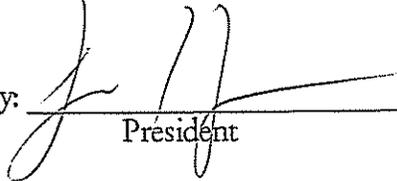
VILLAGE OF RIVER FOREST

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

ATTEST:

\_\_\_\_\_  
Village Clerk

VILLAGE OF OAK PARK

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

ATTEST:

  
\_\_\_\_\_  
Deputy Village Clerk

VILLAGE OF FOREST PARK

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

ATTEST:

\_\_\_\_\_  
Village Clerk

Cost Allocations without the Relocation of Circle

Task	2007 Proposal	2008 Proposal	Change in Cost	Change in Costs Attributable To...			Allocation of Change in Cost		
				Relocate Of Circle	Viaduct	Without Relocation of Circle	River Forest	Forest Park	Oak Park
Expanded CSS	\$ 111,052.86	\$ 131,302.82	\$ 20,249.96	\$ 5,062.49	\$ 15,187.47	\$ 3,796.87	\$ 3,796.87	\$ 7,593.74	
Data Collection/Design Studies	\$ 561,385.53	\$ 673,749.22	\$ 112,363.69	\$ 43,257.92	\$ 69,105.77	\$ 17,276.44	\$ 17,276.44	\$ 34,552.89	
Architectural Studies	\$ -	\$ 5,646.36	\$ 5,646.36	\$ -	\$ 5,646.36	\$ 1,411.59	\$ 1,411.59	\$ 2,823.18	
Project Administration	\$ 65,618.42	\$ 63,773.39	\$ (1,845.03)	\$ -	\$ (1,845.03)	\$ (461.26)	\$ (461.26)	\$ (922.51)	
Direct Costs	\$ 166,664.54	\$ 223,251.80	\$ 56,587.26	\$ 18,898.00	\$ 37,689.26	\$ 9,422.32	\$ 9,422.32	\$ 18,844.63	
<b>Total</b>	\$ 904,721.35	\$ 1,097,723.59	\$ 193,002.24	\$ 67,216.41	\$ 125,783.83	\$ 31,445.96	\$ 31,445.96	\$ 62,891.92	\$ 125,783.83
						25%	25%	25%	50%

Allocation of Cost	After Credit for Additional Federal \$		This is the additional Federal contribution due to increase in total project cost.
	% of Local Share	Increase to Villages	
Federal Share	\$ 723,777.08	\$ 800,000.00	\$ 76,222.92
River Forest	\$ 45,236.07	\$ 57,626.30	\$ 19,055.73
Forest Park	\$ 45,236.07	\$ 57,626.30	\$ 19,055.73
Oak Park	\$ 90,472.14	\$ 115,252.59	\$ 38,111.46
<b>Total</b>	\$ 904,721.35	\$ 1,030,505.18	

Total VOP obligations for various viaduct  
study/paving/without circle study

= \$ 115,252.59

100k currently budgeted - 2 years + project,  
original budget an estimate, CSS vs  
are budgeted some original scope. OB

Cost Allocations with the Relocation of Circle

Task	2007 Proposal	2008 Proposal	Change in Cost	Change in Costs Attributable To...			Allocation of Change in Cost				
				Relocate Of Circle	Viaduct	River Forest 25%	Forest Pk 25%	River Forest	Forest Park	Oak Park	
Expanded CSS	\$ 111,052.86	\$ 131,302.82	\$ 20,249.96	\$ 5,062.49	\$ 15,187.47	\$ 28,090.92	\$ 6,328.11	\$ 8,859.36	\$ 20,249.96		
Data Collection/Design Studies	\$ 561,385.53	\$ 673,749.22	\$ 112,363.69	\$ 43,257.92	\$ 69,105.77	\$ 38,905.40	\$ 38,905.40	\$ 45,367.37	\$ 112,363.69		
Architectural Studies	\$ -	\$ 5,646.36	\$ 5,646.36	\$ -	\$ 5,646.36	\$ 1,411.59	\$ 1,411.59	\$ 2,823.18	\$ 5,646.36		
Project Administration	\$ 65,618.42	\$ 63,773.39	\$ (1,845.03)	\$ -	\$ (1,845.03)	\$ (461.26)	\$ (461.26)	\$ (922.51)	\$ (1,845.03)		
Direct Costs	\$ 166,664.54	\$ 223,251.80	\$ 56,587.26	\$ 18,898.00	\$ 37,689.26	\$ 14,146.82	\$ 18,871.32	\$ 23,569.13	\$ 56,587.26		
Total	\$ 904,721.35	\$ 1,097,723.59	\$ 193,002.24	\$ 67,218.41	\$ 125,783.83	\$ 48,250.56	\$ 65,055.16	\$ 79,696.52	\$ 193,002.24	25%	34%

Allocation of Cost	After Credit for Additional Federal \$		This is the additional Federal contribution due to increase in total project cost.
	% of Local Share	Increase to Villages	
Federal Share	\$ 723,777.08	\$ 800,000.00	\$ 76,222.92
River Forest	\$ 45,236.07	\$ 74,430.90	\$ 19,055.73
Forest Park	\$ 45,236.07	\$ 84,598.81	\$ 25,692.42
Oak Park	\$ 90,472.14	\$ 136,693.88	\$ 31,474.77
Total	\$ 904,721.35	\$ 1,007,723.59	\$ 193,002.24

Total VOP obligation with 25%

village participation to study

implications of transfer to have circle

North on Forest Park side, = \$ 138,693.88

**EXHIBIT A - COST ESTIMATE OF  
CONSULTANT SERVICES**

**Exhibit A**  
**Cost Estimate of Consultant's Services**

ROUTE: U.P. RR Structure Over Harlem Ave.	FIRM	H. W. LOCHNER, INC.	DATE	5/12/08				
SECTION: 06-00086-00-BR								
PROJECT NO.: HPP-0142(001)	OVERHEAD RATE	1.6604	COMPLEXITY FACTOR	0				
JOB NO.: P-91-161-06								
TYPE OF FUNDING: HPP								
EXISTING STRUCTURE NO.: 016-0310								
ITEM	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENF	IN-HOUSE DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% of GRAND TOTAL
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
I. Public and Agency Involvement	826	\$41,407.38	\$68,752.81	\$1,000.00	\$16,118.23		\$127,278.42	12.31%
II. Data Collection	376	\$17,713.36	\$29,411.26		\$6,833.07		\$53,957.69	5.22%
III. Data Analysis	3820	\$176,980.60	\$293,858.59	\$510.00	\$68,345.63		\$539,694.82	52.22%
IV. Document Preparation	360	\$16,682.40	\$27,699.46	\$1,000.00	\$6,590.37		\$51,962.23	5.03%
V. Project Administration	336	\$18,318.72	\$30,416.40		\$7,066.59		\$55,801.72	5.40%
Outside Direct Costs							\$14,790.00	1.43%
Traffic Counts (Transportation Strategies)							\$2,850.00	0.28%
Robinson Engineering Inc. (Surveying)							\$91,868.49	8.89%
Geo Services, Inc. (Geotechnical & Asbestos)							\$52,618.91	5.09%
Muller & Muller Architects							\$42,750.00	4.14%
<b>TOTALS</b>	<b>5718</b>	<b>\$271,102.46</b>	<b>\$450,138.52</b>	<b>\$2,510.00</b>	<b>\$104,943.89</b>	<b>\$204,877.40</b>	<b>\$1,033,572.28</b>	<b>100.0%</b>

Exhibit 1

Local Share Cost Allocation

Village of River Forest	\$58,393.07
Village of Forest Park	\$58,393.07
Village of Oak Park	\$116,786.14