RESOLUTION 92-15

TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND MONROE COUNTY FOR THE CURRY PIKE ROAD AND SEWER PROJECTS

WHEREAS, Monroe County is undertaking road improvements at Curry Pike and State Road 48 at the same time that the City is undertaking the Curry Pike Relief Sewer project; and

WHEREAS, it would be advantageous to the County, the City and to the general public to have a single contractor perform the work of both projects; and

WHEREAS, the City of Bloomington Utilities Service Board is scheduled to take a final vote regarding the agreement on July 13, 1992; and

WHEREAS, I.C. 36-1-7-1, et seq., authorizes governmental entities to enter into agreements for the purposes of interlocal cooperation; and

WHEREAS, I.C. 36-1-7-4 requires the municipal fiscal body to approve all interlocal cooperation agreements; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Interlocal Cooperation Agreement between the City of Bloomington, Indiana, and Monroe County, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 2. This Resolution shall be in full force and effect from and after its passage by the Bloomington Common Council and approval by the Mayor.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 15 day of July, 1992.

Iris Kiesling, Vice President
PAM SERVICE, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 23rd day of July, 1992.

Tomilea Allison
TOMILEA ALLISON, Mayor
City of Bloomington

ATTEST:

Patricia Williams
PATRICIA WILLIAMS, Clerk

SYNOPSIS

This Resolution approves an Interlocal Cooperation Agreement for the joint construction of the Curry Pike/State Road 48 Road Improvements and the Curry Pike Relief Sewer projects. The agreement permits a single contractor to perform work for the County and the City Utility to simplify construction coordination and traffic control.

Signed copies to:
Legal Dept
Utilities

INTERLOCAL AGREEMENT
FOR ROAD AND SEWER PROJECT

THIS AGREEMENT entered into this 11 day of August, 1992, between Monroe County, State of Indiana, by its Board of Commissioners, herein referred to as County, and the City of Bloomington, Indiana, by its Utilities Service Board, herein referred to as City.

Recitals

County has approved plans and specifications to upgrade the intersection of Curry Pike and State Road 48 west in Monroe County, Indiana (Intersection). This road project is needed to both handle existing traffic volumes and to accommodate further development of the area. Concurrently, City plans to replace sewer mains along Curry Pike and State Road 48 West in Monroe County, Indiana in order to increase the capacity of the sanitary sewer serving westside industries and the Park 48 development. Since it is both practical and logical to accomplish these projects simultaneously, complying with the requirements for public bidding and agency approvals, and performing inspection and coordination of construction in a timely manner while reducing or eliminating the need to cut into or disturb the completed road surface and its adjoining areas, the parties have entered this agreement.

Agreement

In consideration of the mutual agreements contained herein, the parties agree as follows:

1. County will be responsible for all design engineering and construction costs for its planned upgrade of the Intersection.

2. City will be responsible for all design engineering and construction costs for the

expansion of its sanitary sewer along the intersection.

3. By amendment and ratification of County's existing engineering services contract, County and City will provide for engineering design and construction inspection services for City's sewer expansion. County represents that said contract was entered after advertisement and receipt of competitive proposals for engineering services as required by law. The amendment of said contract, which shall be ratified by both County and City, shall provide that the rates and charges shall be uniform for each party and that the engineering firm shall separately record, account for and bill for the services provided to each entity. The amendment shall further provide that each party shall have sole right of approval of the plans and specifications, change orders, and acceptance of work pertaining to its portion of the project.

4. After approval by City of the plans and specifications for its sewer extension, County shall advertise for and receive competitive bids, pursuant to State and County policies and procedures, which it shall take under advisement until the same have been examined by City. The bid documents shall be prepared in such manner that the sewer extension may be deleted or not accepted by County as an alternate if City does not approve the bid of the contractor proposed to be chosen by County. County shall delete or not accept as an alternate the bid of any contractor which City does not approve within the applicable time limit for the holding of bids.

5. In the event of breach of the construction contract by the contractor pertaining to work performed on City's sewer extension, County shall at City's option take and prosecute all necessary and reasonable action to enforce same against the contractor and his sureties, or shall assign its right to proceed to City, which shall be subrogated to County's

interests as obligee of the contract and bond. In the event that both parties have claims resulting from breach of the construction contract, the parties shall share pro-rata in the proceeds of the bond based upon the amounts of their respective claims as agreed or proved on trial.

6. The parties shall not be deemed joint venturers under this agreement. City shall hold County harmless from all liability incurred in connection with the City portion of the project. County shall hold the City harmless from all liability incurred in connection with the County portion of the project. Upon acceptance of the work after its completion by the contractor, City shall be solely responsible for its sewer line and appurtenant structures, and County shall be solely responsible for its road.

7. This agreement shall further constitute County's authorization for City to expand the capacity of its sanitary sewer line and appurtenant structure within the Intersection as located in the plans prepared and approved under this agreement.

8. The County agrees to remediate any environmental problems which arise in connection with their portion of the project. The City agrees to remediate any environmental problems which arise in connection with their portion of the project. Any remediation undertaken by either party shall be subject to State and Federal Laws. Each party shall use its best efforts to avoid undue delays in the completion of the projects.

9. It is agreed by the parties that the County shall pay only for work performed in connection with the County's road project and that the City shall pay only for work performed in connection with the City's sewer project.

10. The duration of this agreement shall be for the lesser of two years or until all road and sewer work contemplated by this agreement is completed and accepted.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, INDIANA

By _____
Tim Tilton 8-6-92
President

By _____
Joyce Poling 8-6-92
Vice President

By _____
Mary Forester-Kinzer 8-6-92

ATTEST: _____
Margaret Cook 8-6-92
Monroe County Auditor

CITY OF BLOOMINGTON, INDIANA, UTILITIES SERVICE BOARD

By _____
Richard Eherenman
President

ATTEST:

_____
Michael M. Phillips
Director of Utilities

Approved by the County Council of Monroe County, Indiana.

_____
By MORRIS BINKLEY, President
ATTEST: _____, Auditor

Approved by the Common Council of the City of Bloomington, Indiana.

_____
By PAM SERVICE, President