



DuPage County  
ROBERT J. SCHILLERSTROM  
COUNTY BOARD CHAIRMAN

**DIVISION OF TRANSPORTATION**

(630) 407-6900

FACSIMILE (630) 407-6901

September 27, 2005

Ms. Bridgitte O'Brien, Village Clerk  
Village of Lombard  
255 East Wilson  
Lombard, IL 60148

Re: Resolution DT-0080-05  
Intergovernmental Agreement  
For the Construction of a Bicycle-Pedestrian Bridge  
To Grade Separate CH 55/Great Western Trail  
from Grace St., Union Pacific Railroad and St. Charles Rd.

Dear Ms. O'Brien:

Enclosed please find the aforementioned Intergovernmental Agreement/Resolution for your file which was approved by the County Board on September 13, 2005

Please feel free to contact me with any questions or concerns you might have at 630/407-6892.

Sincerely,

A handwritten signature in blue ink that reads "Dixie L. Van Vorous".

Dixie L. Van Vorous  
Division Assistant

Enc.

RESOLUTION

DT-0080-05

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF DU PAGE AND THE VILLAGE OF LOMBARD  
FOR THE CONSTRUCTION OF A BICYCLE-PEDESTRIAN BRIDGE  
TO GRADE SEPARATE  
CH 55/GREAT WESTERN TRAIL FROM GRACE STREET,  
UNION PACIFIC RAILROAD and ST. CHARLES ROAD  
SECTION 05-00275-00-BT  
(COUNTY COST NOT TO EXCEED \$200,000)

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the Village of Lombard (hereinafter "VILLAGE") desire to cooperate in the construction of a bridge to grade separate, CH 55/Great Western Trail from Grace Street (hereinafter referred to as the "PROJECT"); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and 5 ILCS 220/1, et. seq. authorizes the COUNTY and the VILLAGE to cooperate in the performance of their responsibilities by contract and in the form of other agreements; and

WHEREAS, the COUNTY and the VILLAGE desire, that it is in the best interest of the COUNTY and VILLAGE to improve the Great Western Trail (GWT) and construct a bicycle-pedestrian bridge across Grace Street, St. Charles Road and the Union Pacific Railroad within the Village of Lombard commonly known as the Grace Street Bridge Project (hereinafter referred to as the "PROJECT") utilizing grant funding from the Federal Surface Transportation Program; and

WHEREAS, the COUNTY and the VILLAGE have determined to jointly plan, design, and construct the PROJECT to improve safety on and enhance the Great Western Trail; and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate and share in the cost to construct the PROJECT because of immediate benefit of the PROJECT to the residents of the COUNTY and the VILLAGE; and

WHEREAS, the PROJECT was shown in the 2003 DuPage County Trail System Improvement Plan for the Illinois Prairie Path and Great Western Trail and budgeted for funding support in the COUNTY FY 2005 budget; and

WHEREAS, an Agreement has been prepared and attached hereto. Said Agreement outlines the financial participation and other responsibilities of the COUNTY and the VILLAGE for the PROJECT; and

WHEREAS, said Agreement must be executed before the PROJECT may be initiated.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Clerk of the DuPage County Board be and they are hereby authorized and directed to execute the aforesaid Agreement; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be sent to the Village of Lombard, Attn: David Dratnol, P.E., Village Engineer through the DuPage County Division of Transportation.

Enacted and approved this 13th day of September, 2005 at Wheaton, Illinois.

  
\_\_\_\_\_  
John E. Noel, Vice-Chairman  
DuPage County Board

ATTEST:   
\_\_\_\_\_  
Gary A. King, County Clerk

Ayes: 16  
Absent: 1  
Vacancy: 1



INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF LOMBARD  
FOR THE CONSTRUCTION OF A BICYCLE-PEDESTRIAN BRIDGE  
TO GRADE SEPARATE  
CH 55/GREAT WESTERN TRAIL FROM GRACE STREET,  
UPRR AND ST. CHARLES ROAD  
SECTION 05-00275-00-BT

This AGREEMENT is made and entered into this 13th day of September, 2005, by and between the County of DuPage, a body corporate and politic of the State of Illinois ("COUNTY"), with offices at 421 North County Farm Road, Wheaton, Illinois 60187, and the Village of Lombard, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("VILLAGE") with offices at 255 E. Wilson, Lombard, Illinois, 60148.

RECITALS

WHEREAS, the COUNTY and the VILLAGE are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY and the VILLAGE desire to improve the Great Western Trail and construct a bicycle-pedestrian bridge across Grace Street, St. Charles Road and the Union Pacific Railroad within the Village of Lombard commonly known as the Great Western Trail Grace Street Bridge Project (hereinafter referred to as the "PROJECT") utilizing grant funding from the federal Surface Transportation Program; and

WHEREAS, the COUNTY and the VILLAGE have determined to jointly plan, design, and construct these improvements to improve safety and enhance the trail system and enter into this agreement (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate and share in the cost to construct the PROJECT because of the immediate benefit of the PROJECT to the residents of the COUNTY and the VILLAGE; and

WHEREAS, this PROJECT was shown in the 2003 DuPage County Trail System Improvement Plan for the Illinois Prairie Path and Great Western Trail and budgeted for funding participation in the 2005 budget; and

WHEREAS, the VILLAGE shall act as the Local Agency for the PROJECT and shall provide initial funding for the PROJECT; and

WHEREAS, it is in the best interests of the COUNTY and the VILLAGE to clarify their rights and responsibilities with respect to the PROJECT.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0 TERM OF THIS AGREEMENT

2.1 This AGREEMENT shall be in effect after its execution by the parties through December 31, 2010.

3.0 SCOPE OF WORK AND PROJECT COST

3.1 The location of the PROJECT is shown on Exhibit A attached hereto and made a part hereof. The description of the PROJECT is set forth in Exhibit B attached hereto and made a part hereof.

3.2 The PROJECT cost is estimated to be two million five-hundred ten thousand dollars (\$2,510,000), of which the federal Surface Transportation Program Grant administered by the Illinois Department of Transportation through the DuPage Mayors and Managers Conference will be providing funding for seventy-five percent (75%) of the construction cost of the PROJECT; said seventy-five percent (75%) of the construction cost being estimated at one million five-hundred fifteen thousand dollars (\$1,515,000).

The COUNTY and VILLAGE cost participation for PROJECT engineering and twenty-five percent (25%) local match is



estimated at nine hundred ninety-five thousand dollars (\$995,000).

#### 4.0 RESPONSIBILITIES OF THE VILLAGE

- 4.1 The VILLAGE shall act as the Local Agency and be responsible for completing all preliminary engineering, design engineering, right-of-way acquisition (if necessary), utility coordination, construction engineering and any other work required to ensure the PROJECT is implemented.
- 4.2 The VILLAGE shall be responsible for all the costs associated with each component of the PROJECT supplemented by support from the COUNTY as stated herein.
- 4.3 The VILLAGE shall submit copies of the Preliminary (Phase I) Engineering Study and the Design (Phase II) Engineering Plans and Specifications to the COUNTY for review and approval on a periodic basis. Approval by the COUNTY shall not be unreasonably withheld or delayed.

#### 5.0 RESPONSIBILITIES OF THE COUNTY

- 5.1 The COUNTY agrees to review the Preliminary (Phase I) Engineering Study as well as the Design (Phase II) Engineering Plans and Specifications and provide written review comments to the VILLAGE on a timely basis.
- 5.2 The COUNTY agrees to fund the PROJECT up to a total amount of two hundred thousand dollars (\$200,000.00) according to the following schedule; said amounts to be paid to the VILLAGE:

Fifty thousand dollars (\$50,000) Preliminary (Phase I) Engineering Study (payable upon VILLAGE execution of Phase I engineering services agreement)

Fifty thousand dollars (\$50,000) Design (Phase II) Engineering Plans and Specifications (payable upon VILLAGE execution of Phase II engineering services agreement)

One hundred thousand dollars (\$100,000) Construction (Phase III) Engineering (payable upon construction contract bid award)

6.0 MAINTENANCE

6.1 Upon completion of the construction the VILLAGE shall be responsible for maintenance of the PROJECT. As part of this AGREEMENT, the COUNTY agrees to provide access rights to the VILLAGE for purposes of maintaining the PROJECT.

7.0 INDEMNIFICATION

7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

7.2 The COUNTY, to the extent allowed by law, shall indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this subsection or subsection 7.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided.

8.0 ENTIRE AGREEMENT

8.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

FOR THE VILLAGE

David Dratnol, P.E.  
Village Engineer  
Village of Lombard  
255 E. Wilson  
Lombard, IL 60148

FOR THE COUNTY

Charles Tokarski, P.E.  
County Engineer  
DuPage County Division of  
Transportation  
421 N. County Farm Road  
Wheaton, IL 60187

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

10.2 If the VILLAGE fails to deliver to the COUNTY the documents required pursuant to Subsection 4.3 of this AGREEMENT, the COUNTY may, at its option, declare this AGREEMENT null and void and of no further effect. The COUNTY shall immediately deliver written notice of such a determination to the VILLAGE.



11.0 NON-ASSIGNMENT

11.1 This AGREEMENT shall not be assigned by either party without the prior written consent of the other party, whose consent shall not be unreasonably withheld or delayed.

12.0 GOVERNING LAW

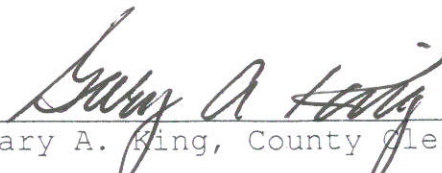
12.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge that they have read and understand this AGREEMENT and intend to be bound by its terms.


Dated at Wheaton, Illinois this 13th day of September, 2005.

  
\_\_\_\_\_  
John E. Noel, Vice-Chairman  
DuPage County Board


ATTEST:

  
\_\_\_\_\_  
Gary A. King, County Clerk

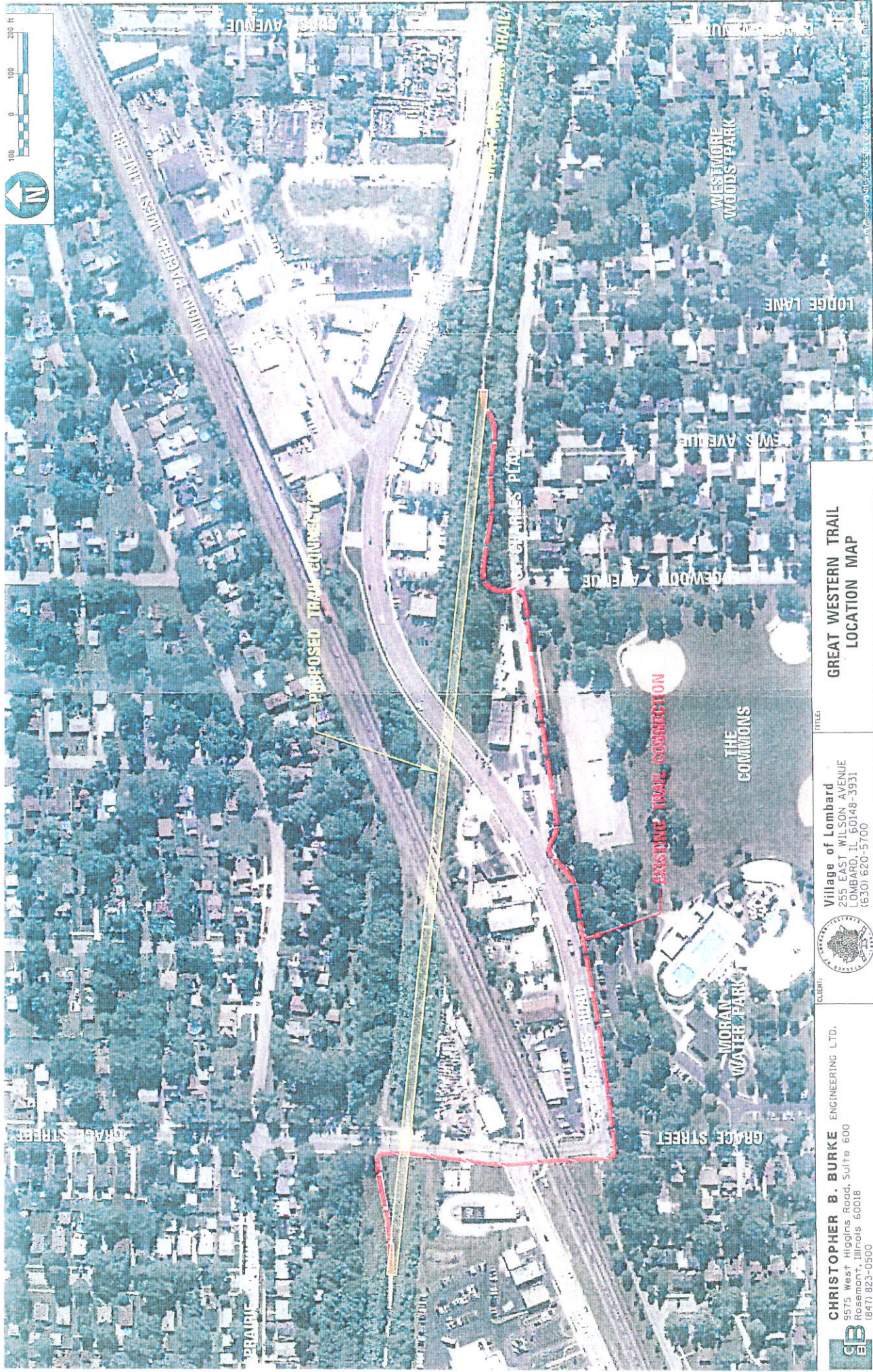
Dated at Lombard, Illinois this 13th day of September, 2005.

  
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William J. Mueller, Village President  
Village of Lombard

ATTEST:

  
\_\_\_\_\_  
Brigitte O'Brien, Village Clerk  
Village of Lombard





**GREAT WESTERN TRAIL  
LOCATION MAP**

**CLIENT:**  
**CHRISTOPHER B. BURKE  
 ENGINEERING LTD.**  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500



**TITLE:**  
 Village of Lombard  
 255 EAST WILSON AVENUE  
 LOMBARD, IL 60148-3951  
 (630) 620-5700

Exhibit A



## **EXHIBIT B**

### **Project Description**

The Great Western Trail Grace Street Bridge project will consist of the construction of two new bridges and associated appurtenances to carry the Great Western Trail over Grace Street, the Union Pacific Railroad (UPRR) and St. Charles Road. A 150' long bridge over Grace Street and a 600' long bridge over the UPRR and St. Charles Road are proposed.