

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VILLA
PARK AND THE VILLAGE OF LOMBARD REGARDING THE ADDISON AVENUE,
MADISON STREET, AND WISCONSIN AVENUE DRAINAGE AND ROADWAY
IMPROVEMENTS CONSTRUCTION PROJECT**

This Agreement (the "Intergovernmental Agreement" or "Agreement") is made and entered by and between the Village of Villa Park, DuPage County, Illinois, and the Village of Lombard, DuPage County, Illinois (collectively, the "Parties").

WHEREAS, the Village of Villa Park ("Villa Park") is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village of Lombard ("Lombard") is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Villa Park and Lombard are each authorized pursuant to Article 7, Section 10 of the Illinois Constitution, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) to enter into agreements with other political subdivisions of the State of Illinois; and

WHEREAS, Villa Park has developed plans and specifications for the construction of drainage, roadway and other improvements on Addison Avenue, between Madison Street and Washington Street, Madison Street, between Addison Avenue and Michigan Avenue, and Wisconsin Avenue, between Jackson Street and Washington Street, (the "Project"); and

WHEREAS, Madison Street, between Addison Avenue and Washington Street, and Wisconsin Street, between Jackson Street and Washington Street, is under the jurisdiction and control of Villa Park; and

WHEREAS, Addison Avenue, between Madison Avenue and Washington Street, the eastern portion is under the jurisdiction and control of Villa Park and the western portion is under the jurisdiction and control of Lombard; and

WHEREAS, Villa Park will be the Lead Agency for the Project; and

WHEREAS, Villa Park and Lombard have agreed that Villa Park will perform the work necessary for the Project on Addison Avenue, which a portion of the roadway is under the jurisdiction and control of Lombard, and that Lombard will pay its proportional share of the cost to complete said work on Addison Avenue, which is under the jurisdiction of Lombard; and

WHEREAS, this Intergovernmental Agreement is also intended to maintain for Villa Park and Lombard continued jurisdiction over the portions Addison Avenue, Madison Street and Washington Street that are currently under their respective jurisdiction and control; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park find that it is in the best interests of the citizens of the Village of Villa Park to enter into this Intergovernmental Agreement; and

WHEREAS, the Village President and Board of Trustees of the Village of Lombard find that it is in the best interests of the citizens of the Village of Lombard to enter into this Intergovernmental Agreement; and

WHEREAS, the Parties to this Intergovernmental Agreement desire to set forth their respective rights and duties concerning the Project; and

WHEREAS, the estimated contract prices and cost breakdown of the Project is attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE IN CONSIDERATION of the foregoing and the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency and mutuality of which are hereby acknowledged by Villa Park and Lombard, the Parties agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth in the preamble hereto are incorporated herein and made part of this Intergovernmental Agreement.

Section 2. Purpose of Agreement. The intent and purpose of this Intergovernmental Agreement is to permit Villa Park to construct drainage, roadway, and other improvements along Addison Avenue, between Madison Street and Washington Street, an area under the jurisdiction and control of Lombard, without taking ownership of the roadway portion, sidewalks or improvements, or agreeing to maintain or repair the same. Lombard hereby grants permission to Villa Park to construct the drainage, roadways and other improvements along Addison Avenue, between Madison Street and Washington Street, an area under the jurisdiction and control of Lombard. Villa Park shall pay all costs associated with the construction of the drainage, roadway, and other improvements along Addison Avenue, Madison Street, and Washington Street, subject to Lombard's obligation to pay its proportional share for work performed on Addison Avenue as set forth in Section 5.

Section 3. The Project. This Agreement contemplates the construction of drainage, roadway, and other improvements along Addison Avenue, between Madison and Washington Street, Madison Street, between Addison Avenue and Michigan Avenue, and Wisconsin Avenue, between Jackson Street and Washington Street, in the following manner:

A. Villa Park shall construct the Project substantially in accordance with the plans and specifications to be prepared by the Village's engineer prior to the solicitation of bids (the "Approved Plans"), which plans and specifications are incorporated herein by this reference.

B. Villa Park shall cause the work contemplated by the Project to be performed in a good and workmanlike manner in accordance with the Approved Plans and Villa Park contract(s) with its contractor(s).

Section 4. Lead Agency. Villa Park shall be the Lead Agency for the purposes of bidding

and letting the contract, directing, coordinating, inspecting and supervising the Project. The Lead Agency shall hold meetings as deemed appropriate in order to allow full information as to the progress of the Project. The Lead Agency shall coordinate intergovernmental communication, public and private bidding as required and allowed, awarding of contracts, supervision of work and progress and such other matters which are necessary and customary.

Section 5. Costs. Villa Park shall initially pay all costs associated with the Project. Upon completion of the Project in conformity with the Approved Plans, Lombard shall accept the roadway, sidewalk and other improvements along Addison Avenue within thirty (30) days following notification of substantial completion of the Project by Villa Park. Upon Lombard's acceptance of the roadway, sidewalk and other improvements along Addison Avenue, Villa Park shall invoice, and Lombard shall pay to Villa Park, Lombard's anticipated proportional share of the cost of the Project, estimated in the amount of \$38,565.02 as set forth on Exhibit A. In the event the costs to complete the improvements within Lombard's jurisdiction are greater or less than the estimate on Exhibit A, Lombard's proportional share shall be adjusted accordingly.

Section 6. Indemnification. To the extent permitted by law, Villa Park shall defend, indemnify and hold harmless Lombard, its elected officials, officers, employees and agents, from any and all claims, demands, causes of action, suits, damages or liability, including attorney's fees, expert witness fees and costs arising out of or alleged to arise out of Villa Park's (or its agents' or employees') acts or omissions related to the Project, including, but not limited to, personal injury, death, property damage, breach of contract, mechanic's liens or arising under the common law or any municipal, state or federal rule, regulation or statute. If any claim is asserted, Villa Park shall promptly notify Lombard in writing. The Parties agree and acknowledge that this provision is not intended to require indemnification for Lombard's or its employees' own negligent acts or omissions. Nothing herein shall abrogate any immunities available to Villa Park or Lombard under law. Villa Park's obligations under this Section shall survive the termination or expiration of this Agreement.

To the extent permitted by law, Lombard shall defend, indemnify and hold harmless Villa Park, its elected officials, officers, employees and agents, from any and all claims, demands, causes of action, suits, damages or liability, including attorney's fees, expert witness fees and costs arising out of or alleged to arise out of Lombard's (or its agents' or employee's) act or omissions related to the Project, including, but not limited to, personal injury, death, property damage, breach of contract, mechanic's liens or arising under the common law or any municipal, state or federal rule, regulation or statute. If any claim is asserted, Lombard shall promptly notify Villa Park in writing. The Parties agree and acknowledge that this provision is not intended to require indemnification for Villa Park's or its employees' own negligent acts or omissions. Nothing herein shall abrogate any immunities available to Villa Park or Lombard under law. Lombard's obligations under this Section shall survive the termination or expiration of this Agreement.

Section 7. Project Inspection and Acceptance. Upon completion of the Project in conformity with the Approved Plans, Lombard shall accept the relevant portion of the Project within thirty (30) days following notification of substantial completion of the Project by Villa Park.

Section 8. Amendment or Modification to this Agreement. This Agreement may be

amended or modified only by written instrument signed by both Villa Park and Lombard.

Section 9. Effective Date. This Agreement shall become effective upon the date fully executed by the Parties.

Section 10. Entire Agreement. This Agreement represents the entire Agreement between Addison and Villa Park in connection with the Project.

Section 11. Binding Nature of this Agreement. This Agreement shall be binding upon the Parties and their respective transferees, successors and assigns.

Section 12. Notices. Any notice permitted or required by the provisions of this Agreement shall be served upon the other party by mailing notices to the following individuals and addresses:

If to Lombard: Village of Lombard
ATTN: Village Manager
255 E Wilson Avenue
Lombard, Illinois 60148

With a copy to: Jason Guisinger
Klein, Thorpe & Jenkins
120 S. LaSalle Street, Suite 1710
Chicago, IL 60603

If to Villa Park: Village of Villa Park
ATTN: Village Manager
20 S. Ardmore Avenue
Villa Park, Illinois 60181

With a copy to: Melissa Wolf
Storino, Ramello & Durkin
9501 Technology Boulevard
Suite 4200
Rosemont, Illinois 60018

All notices permitted or required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by recognized national courier. Notices served personally or by facsimile transmission shall be effective upon receipt and notices served by recognized national courier shall be effective upon receipt as verified by the courier. Each party may designate a new individual and/or location for service of notices by serving notice thereof in accordance with the requirements of this section and without compliance with the amendment provision set forth in Section 8 above.

Section 13. Severability. The invalidity or enforceability of any of the provisions of this Agreement shall not effect the validity or enforceability of the remainder of the Agreement.

Section 14. Captions and Headings. The captions and headings hereof are for convenience only and shall not be used to interpret this Agreement.

Section 15. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Exclusive jurisdiction and venue for any and all disputes related to this Intergovernmental Agreement, regardless of their basis or nature, shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

Section 16. Term of this Agreement. The term of this Agreement shall begin on the date this Agreement is fully executed and shall continue in full force and effect until Lombard has paid its proportional share of the cost of the Project to Villa Park.

Section 17. Insurance. In addition to the requirements of Section 6 and not in lieu thereof, Villa Park agrees to require its contractors to name Lombard as an additional insured on all applicable insurance coverage regarding or applicable to the work required for the Project, including, but not limited to, general liability insurance, vehicle insurance, governmental entity insurance or other insurance applicable to the construction of the Project. Any insurance provided by any contractor shall be primary and non-contributory and any insurance secured by Lombard shall be excess insurance. Prior to commencing construction, inspection, maintenance or repair, Villa Park shall provide Lombard with the contractor's proof of insurance.

Section 18. Construction Security. Prior to commencement of construction, Villa Park shall require its contractor(s) to provide construction security to guarantee completion of the Project and remediation of the effected roads and/or rights-of-way under the jurisdiction of Villa Park and Lombard.

Section 19. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute a waiver thereof. Any Party hereto, by notice to the other Party, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Party hereto. No waiver will affect or alter any other covenant, agreement, term or condition of this Agreement, all of which shall continue in full force and effect.

Section 20. Third-Party Beneficiary. Villa Park shall cause the contract(s) with its contractor(s) to name Lombard as a Third-Party Beneficiary to the contract between Villa Park and its contractor(s) with respect to the contractor's(s') obligations to protect against any damage, injury or loss to persons or property and with respect to the quality and workmanship of the improvements made during the Project with respect to the work performed in areas under the jurisdiction and control of Lombard.

Section 21. Signature in Counterparts. This Agreement may be signed in counterparts and by electronic signature (i.e. PDF signature) which together shall be binding as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed on the dates set forth below.

VILLAGE OF LOMBARD


By: President Keith Giagnorio

Date: September 5, 2024

ATTEST:


By: Village Clerk

Date: September 5, 2024

VILLAGE OF VILLA PARK


By: President Nick Cuzzone

Date: September 18, 2024

ATTEST:


By: Village Clerk

Date: September 18, 2024

Exhibit A Breakdown of Costs

VILLA PARK DRAINAGE & ROADWAY IMPROVEMENTS
 Village of Villa Park, Illinois
 Dupage County

Prepared By: V3 Companies
 Calc: CPD
 Check: LM

Lombard Estimate of Cost 5/1/2024

SP	PAY ITEM	DESCRIPTION	UNIT	LOMBARD QUANTITY	UNIT PRICE	TOTAL COST
*	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	207	\$ 0.01	\$ 2.07
	40604060	HOT-MIX ASPHALT SURFACE COURSE. IL-Q.5. MIX "D". N50	TON	103	\$ 100.00	\$ 10,300.00
*	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ YD	77	\$ 10.00	\$ 770.00
*	42400800	DETECTABLE WARNINGS	SQ FT	64	\$ 40.00	\$ 2,560.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	150	\$ 10.00	\$ 1,500.00
*	44000600	SIDEWALK REMOVAL	SQ FT	680	\$ 3.00	\$ 2,040.00
	60255500	MANHOLES TO BE ADJUSTED	EACH	5	\$ 600.00	\$ 3,000.00
	60265700	VALVE VAULTS TO BE ADJUSTED	EACH	2	\$ 650.00	\$ 1,300.00
	60286600	VALVE BOXES TO BE ADJUSTED	EACH	1	\$ 400.00	\$ 400.00
*	60603600	COMBINATION CONCRETE CURB AND GUTTER. TYPE B-6.12	FOOT	162	\$ 30.00	\$ 4,860.00
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	118	\$ 1.75	\$ 206.50
	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	26	\$ 6.00	\$ 156.00
*	X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	922	\$ 10.00	\$ 9,220.00
*	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	1	\$ 1,500.00	\$ 1,500.00
*	XX007278	PARKWAY RESTORATION	SQ YD	45	\$ 0.01	\$ 0.45
*		CLASS D PATCHES, SPECIAL, 4"	SQ YD	15	\$ 50.00	\$ 750.00
TOTAL CONSTRUCTION COST						\$ 38,565.02