

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE VILLAGE OF VILLA PARK
REGARDING IMPROVEMENTS TO KRAMER AVENUE**

THIS Agreement (hereinafter referred to as the "AGREEMENT") made and entered into this 23rd day of November, 2009, by and between the Village of Villa Park, an Illinois municipal corporation, DuPage County, Illinois (hereinafter referred to as "VILLA PARK"); and the Village of Lombard, an Illinois municipal corporation, DuPage County, Illinois (hereinafter referred to as "LOMBARD"). (VILLA PARK and LOMBARD being hereinafter sometimes referred to herein individually as a "Party" and collectively as the "Parties")

WITNESSETH:

WHEREAS, LOMBARD and VILLA PARK are municipal corporations duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, LOMBARD and VILLA PARK each have jurisdiction over portions of Kramer Avenue; and

WHEREAS, Kramer Avenue is in disrepair, and LOMBARD and VILLA PARK desire to make improvements, including reconstructing the roadway, installation of gravel shoulders and replacement of driveway aprons as more fully described on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT will be constructed as part of LOMBARD Special Assessment 217C; and

WHEREAS, LOMBARD has prepared engineering plans, specifications, and estimates for the PROJECT under the supervision of a registered engineer in the State of Illinois; and

WHEREAS, LOMBARD and VILLA PARK desire to set forth their respective rights and duties concerning the costs for the PROJECT as specified in Exhibit "B" attached hereto and made part hereof; and

WHEREAS, LOMBARD and VILLA PARK desire to enter into this AGREEMENT pursuant to the aforementioned constitutional and statutory provisions, and in the spirit of intergovernmental cooperation, in order to construct the PROJECT; and

WHEREAS, the corporate authorities of LOMBARD and VILLA PARK hereby declare that it is in the best interests of LOMBARD and VILLA PARK to enter into this AGREEMENT, and have been authorized to execute this AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. LOMBARD will be responsible for the bidding, award of the contract and construction of the PROJECT.
2. LOMBARD, will prepare sufficient documentation to easily determine the extent of services, improvements, labor and material quantities placed in the VILLA PARK portion of the PROJECT and all amounts shown in Exhibit "B" will be adjusted according to the actual final quantities.
3. LOMBARD will invoice VILLA PARK monthly for VILLA PARK's respective share of the cost of the PROJECT, on an actual cost, progress payment basis. VILLA PARK will remit payment to LOMBARD in compliance with the Local Government Prompt Payment Act; however, it is agreed that payment extensions will be granted due to disputed invoices or other legitimate reasons.
4. LOMBARD will take over maintenance duties of the portion of the PROJECT in VILLA PARK during the construction phase; with LOMBARD being responsible for maintenance, signage, access to properties and emergency services access. Upon completion and written acceptance of the PROJECT by VILLA PARK, LOMBARD shall transfer maintenance duties for VILLA PARK's portion of the PROJECT areas back to VILLA PARK.
5. Pursuant to Articles 107.26 and 107.27 of the Standard Specifications for Road and Bridge Construction, adopted by the Illinois Department of Transportation, LOMBARD will require all contractors to name VILLA PARK, and its officers, agents and employees as additional insured's on insurance policies relating to the PROJECT, with certificates of insurance being provided to VILLA PARK to evidence same. In addition all contractors used by LOMBARD will be required to indemnify VILLA PARK, and its officers, agents and employees, relative to any damages caused by the contractors while performing work relative to the PROJECT. LOMBARD will require the contractor to meet or exceed minimum levels of insurance, based on either the VILLA PARK or the LOMBARD requirements, whichever are more stringent.
6. VILLA PARK agrees to pay one hundred percent (100%) of the PROJECT costs, based on Exhibit "B" unit prices, for those portions of the PROJECT that are within VILLA PARK as of October 31, 2009.
7. Except as noted in Section 6 above, VILLA PARK's share of construction costs is not to exceed the total cost as stated in Exhibit "B" without the prior written approval of VILLA PARK's Director of Public Works.
8. VILLA PARK will provide sufficient assistance throughout the PROJECT to successfully coordinate utility shut downs, relocations, detours, haul routes, newsletters, and customer relations in VILLA PARK.
9. LOMBARD will supply one set of reproducible record drawings to VILLA PARK within six (6) months of completion of construction of the PROJECT.
10. Notices or other writings which either Party is required to or may wish to serve upon the other Party in connection with this AGREEMENT shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to VILLA PARK:

Village of Villa Park
20 South Ardmore
Villa Park, Illinois 60181-2610
Attention: Village Manager

If to LOMBARD:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3969
Attention: Village Manager

11. This AGREEMENT shall remain in full force and effect until the PROJECT has been completed and all invoices have been paid.


IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their proper officers duly authorized to execute same, the day and year first above written.

VILLAGE OF LOMBARD




President

ATTEST:



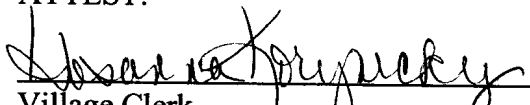
Village Clerk

VILLAGE OF VILLA PARK



President

ATTEST:



Village Clerk



SPECIAL ASSESSMENT 217C - N.E. LOMBARD AREA
ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS
VILLA PARK
95 % SUBMITTAL

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT COST	TOTAL COST
1	21101615 TOPSOIL F & P 4	SQ YD	<u>160</u>	<u>\$ 2.81</u>	<u>\$ 449.60</u>
2	20101700 SUPPLEMENTAL WATERING	UNIT	<u>1</u>	<u>\$ 19.10</u>	<u>\$ 19.10</u>
3	21400100 GRADING & SHAPING DITCHES	FOOT	<u>10</u>	<u>\$ 16.94</u>	<u>\$ 169.40</u>
4	25200700 SODDING SPL	SQ YD	<u>160</u>	<u>\$ 5.95</u>	<u>\$ 952.00</u>
5	28000300 TEMPORARY DITCH CHECKS	EACH	<u>1</u>	<u>\$ 179.55</u>	<u>\$ 179.55</u>
6	40600100 BIT MATLS PR CT	GALLON	<u>17</u>	<u>\$ 2.09</u>	<u>\$ 35.53</u>
7	40600300 AGG PR CT	TON	<u>1</u>	<u>\$ 19.18</u>	<u>\$ 19.18</u>
8	40600850 HMA SC MIX "C" N50	TON	<u>25</u>	<u>\$ 84.65</u>	<u>\$ 2,116.25</u>
9	44000161 HMA SURF REM 3	SQ YD	<u>135</u>	<u>\$ 30.00</u>	<u>\$ 4,050.00</u>
10	42101300 PROTECTIVE COAT	SQ YD	<u>74</u>	<u>\$ 1.33</u>	<u>\$ 98.42</u>
11	PCC DRIVEWAY PVT 6 SP (VILLA PARK)	SQ YD	<u>39</u>	<u>\$ 52.08</u>	<u>\$ 2,031.12</u>
12	44000200 DRIVE PAVEMENT REM	SQ YD	<u>133</u>	<u>\$ 9.92</u>	<u>\$ 1,319.36</u>
13	48100100 AGGREGATE SHOULDER, TYPE B	TON	<u>4</u>	<u>\$ 52.50</u>	<u>\$ 210.00</u>
14	50105225 PIPE CULVERT REM SPL	FOOT	<u>37</u>	<u>\$ 12.14</u>	<u>\$ 449.18</u>
15	BIT DRIVEWAY PAVT 10 (VILLA PARK)	SQ YD	<u>97</u>	<u>\$ 40.34</u>	<u>\$ 3,912.98</u>
				TOTAL	\$ 16,011.67