

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD  
AND THE YORK TOWNSHIP HIGHWAY COMMISSIONER REGARDING  
IMPROVEMENTS TO SCHOOL AVENUE, 16<sup>th</sup> STREET AND 13<sup>th</sup> STREET**

This Agreement (hereinafter referred to as the "AGREEMENT") is entered into this 20<sup>th</sup> day of March, 2008, by and between the York Township Highway Commissioner (hereinafter referred to as "COMMISSIONER") and the Village of Lombard (hereinafter referred to as the "VILLAGE").

**RECITALS**

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, the VILLAGE and COMMISSIONER each have jurisdiction over a portion of School Avenue, 16<sup>th</sup> Street and 13<sup>th</sup> Street; and

WHEREAS, Said roadways are in disrepair and the VILLAGE and COMMISSIONER desire to make improvements including grinding and overlaying the road and installation of gutter as more fully described on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "PROJECT"); and

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

WHEREAS, it is in the best interest of the citizens of the VILLAGE and COMMISSIONER to enter into an agreement to undertake the PROJECT; and

WHEREAS, the VILLAGE and COMMISSIONER agree to share the costs for the PROJECT as specified in Exhibit B attached hereto and made part hereof; and

WHEREAS, the parties to this AGREEMENT desire to set forth their respective rights and duties concerning the costs and expenses for the construction of the PROJECT;

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

1. The COMMISSIONER will act as the lead party for the bidding, award of the contract and construction of the PROJECT.
2. The COMMISSIONER, as lead party, will prepare sufficient documentation to easily determine the extent of services, improvements, labor and material quantities placed in each VILLAGE portion of the PROJECT and all amounts shown in Exhibit "B" will be adjusted according to the actual final quantities.

3. The COMMISSIONER will invoice the VILLAGE monthly for its respective share of the costs of the PROJECT on an actual cost progress payment basis. The VILLAGE will remit payment to the COMMISSIONER directly according to 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. The COMMISSIONER will take over maintenance duties of the PROJECT during the construction phase; that is, the COMMISSIONER will be responsible for maintenance, signage, access to properties and emergency services access. Upon completion and written acceptance of the PROJECT by the VILLAGE, the COMMISSIONER shall transfer maintenance duties for the VILLAGE's portion of the PROJECT areas back to the VILLAGE.

5. The COMMISSIONER will require all contractors to name the VILLAGE, and its officers, agents and employees as additional insureds on insurance policies, with certificates of insurance to evidence same, plus indemnification from said contractors relative to claims against the VILLAGE as a result of the construction of the PROJECT. The COMMISSIONER will require the contractor to meet or exceed minimum levels of insurance, based on either the VILLAGE or the COMMISSIONER's requirements, whichever is more stringent.

6. The VILLAGE will provide \$2,000.00 to the COMMISSIONER as its share of the cost for any design work, construction materials testing and resident engineering costs. The COMMISSIONER will inspect, at his sole cost and expense, the work that is paid for at 100% COMMISSIONER cost.

7. The VILLAGE agrees to pay 100% of the PROJECT costs based on the Exhibit B unit costs for those portions of the PROJECT that are within the VILLAGE limits as of December 31, 2008.

8. Except as noted in Section 7 above, the VILLAGE's share of construction costs is not to exceed the total cost as stated in Exhibit B without prior written approval from the VILLAGE's Director of Public Works.

9. The COMMISSIONER will provide sufficient assistance throughout the PROJECT to successfully coordinate utility shut downs, relocations, detours, haul routes, newsletters, and customer relations in the PROJECT area.

10. The COMMISSIONER shall complete or cause the completion of the construction of the PROJECT under this AGREEMENT on or before December 31, 2008, absent force majeure.

11. The COMMISSIONER will supply one (1) set of reproducible record drawings to the VILLAGE within six (6) months of completion of construction of the PROJECT.

12. Notice 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 and addressed as follows:

A. If to the VILLAGE:

Director of Public Works  
Village of Lombard  
255 East Wilson Avenue  
Lombard, IL 60148

B. If to the COMMISSIONER:

Highway Commissioner  
York Township Highway Department  
1502 S. Meyers Road  
Lombard, IL 60148

IN WITNESS WHEREOF, the VILLAGE and the COMMISSIONER have caused this AGREEMENT to be duly executed by their respective authorized corporate authorities.

**VILLAGE OF LOMBARD**

Date: March 20, 2008

By:   
President

ATTEST:

  
Clerk

**YORK TOWNSHIP HIGHWAY COMMISSIONER**

Date: 3/24/08


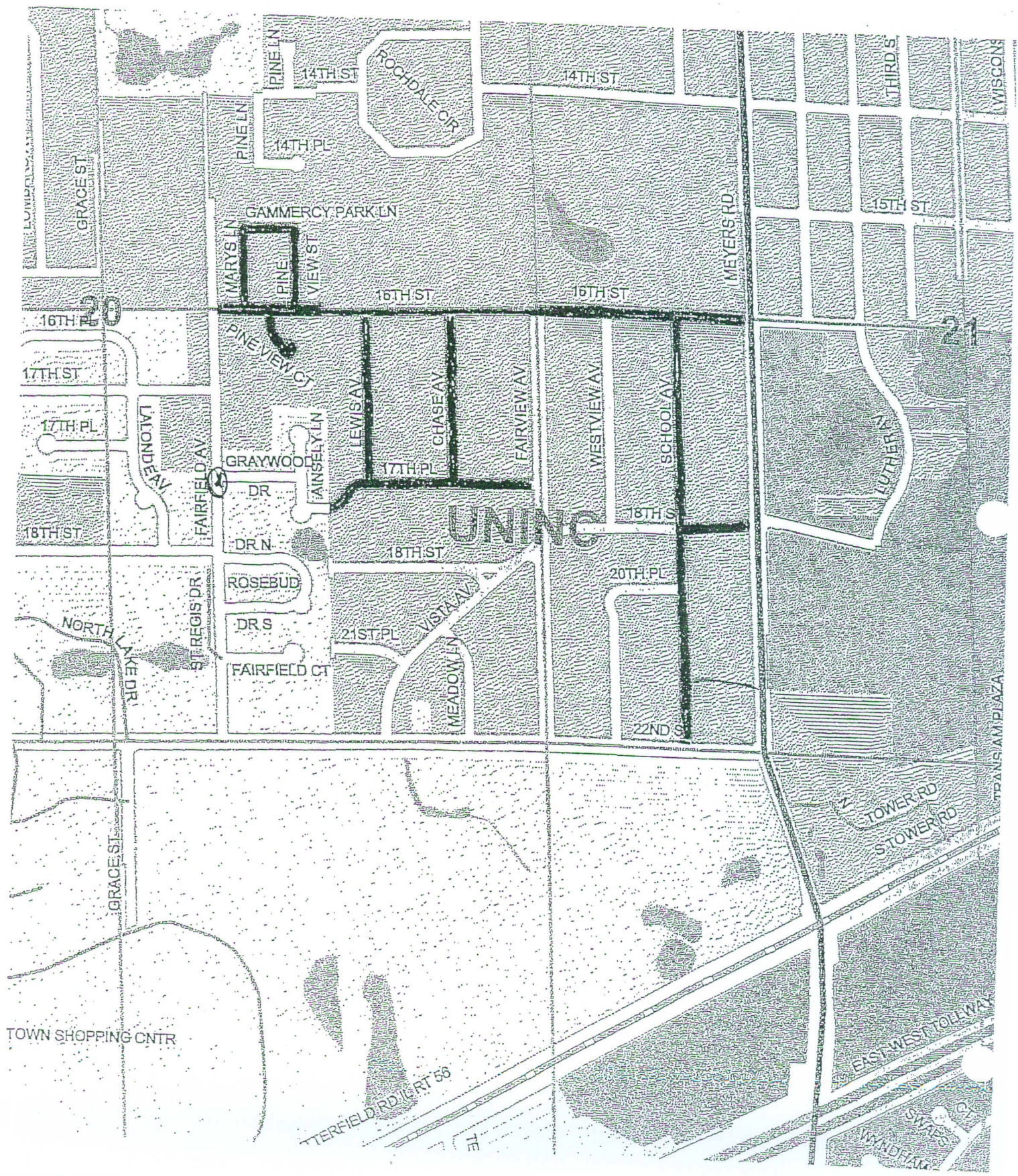
By:   
Highway Commissioner

EXHIBIT A, 1/2

YORK TOWNSHIP ROADWAY WORK  
PLANNED FOR 2008.



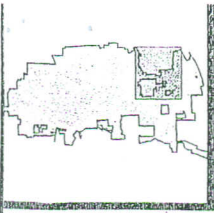


EXHIBIT A, 2/2



1 in. = 750.0 feet

# York Township Road Work in Lombard ROW

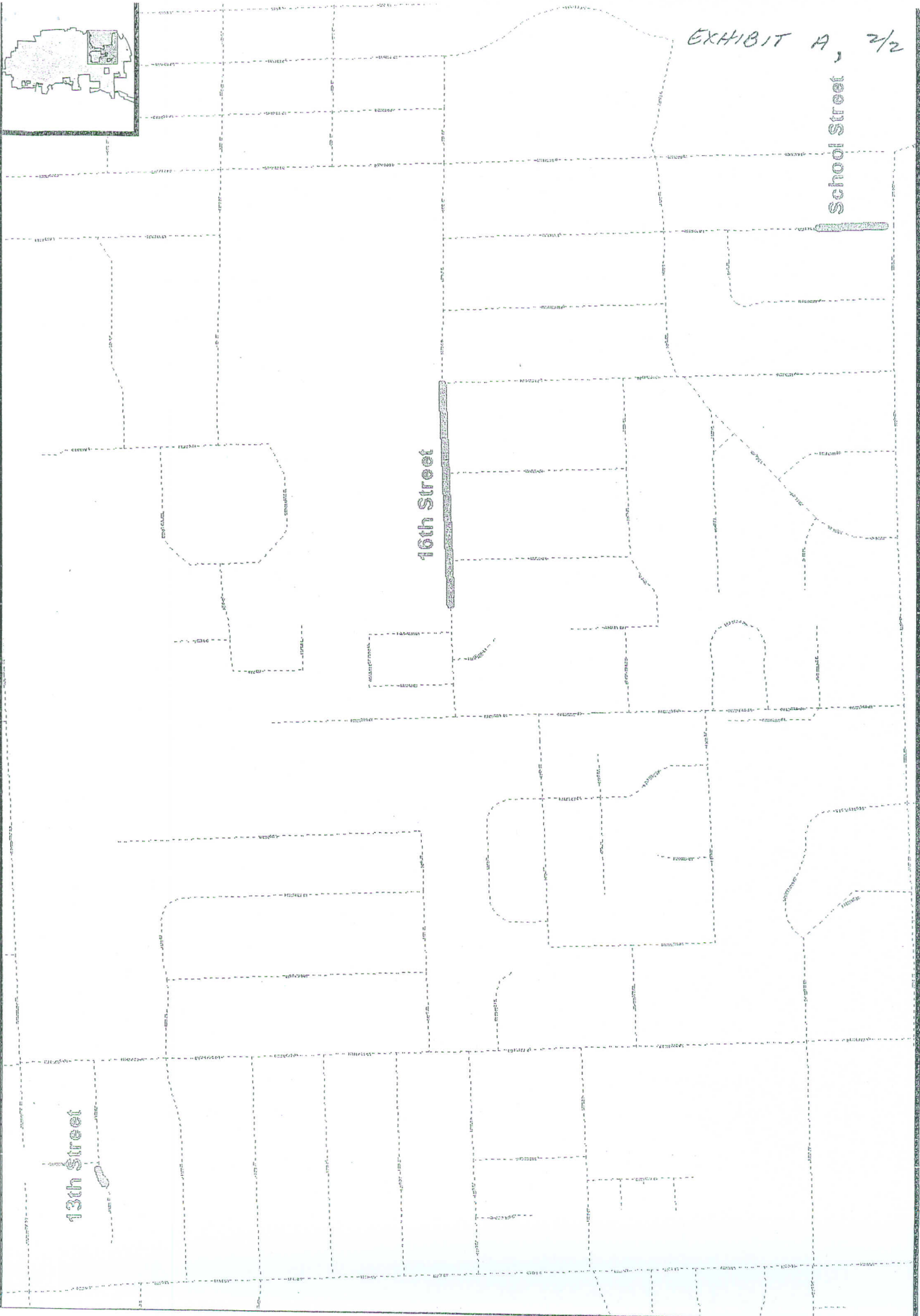
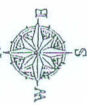




EXHIBIT B, 2/4



Route \_\_\_\_\_  
 County DuPage  
 Local Agency York Road Dist.  
 Section \_\_\_\_\_

**(Construction) Estimate of Cost for Lombard's Portion of the Work**

Location and brief description (Sta. and land description of beginning; Sta. only for end for county and road districts; street limits for municipality.)

**SCHOOL AVENUE**

Total Project Length	360 feet
Net Length	

Surface Type	Bituminous
Width	21 feet

Shoulder Type	Curb & Gutter
Width	18"

Bridge or Culvert	
Length	
Width	

Item Number	Items	Unit	Quantity	Unit Price	Total Cost
1	Topsoil Furnish and Place 4"	C.Y.	36	\$ 25.00	\$ 900.00
2	Seeding Class 1	AC.	0.07	\$ 5,500.00	\$ 385.00
3	Erosion Control Blanket	S.Y.	320	\$ 1.50	\$ 480.00
4	Hot-Mix Asphalt Surface Removal - Butt Joint	S.Y.	27	\$ 10.00	\$ 270.00
5	Hot-Mix Asphalt Surface Removal - Driveway Butt Joint	S.Y.	26	\$ 10.00	\$ 260.00
6	Bituminous Materials (Prime Coat)	GAL.	84	\$ 1.50	\$ 126.00
7	Aggregate (Prime Coat)	TON	1	\$ 25.00	\$ 25.00
8	Polymerized Leveling Binder (Machine Method), IL-4.75, N50	TON	35	\$ 90.00	\$ 3,150.00
9	Hot-Mix Asphalt Surface Course, Mix "C", N50	TON	70	\$ 70.00	\$ 4,900.00
10	Bituminous Driveway Resurfacing 2"	TON	9	\$ 80.00	\$ 720.00
11	PCC Driveway Pavement 6"	S.Y.	19	\$ 35.00	\$ 665.00
12	PCC Sidewalk 4"	S.F.	0	\$ 4.00	\$ -
13	Detectable Warnings	S.F.	0	\$ 10.00	\$ -
14	Bituminous Driveway Removal & Replacement	S.Y.	0	\$ 35.00	\$ -
15	Hot-Mix Asphalt Surface Removal 0" - 1-1/2"	S.Y.	480	\$ 2.50	\$ 1,200.00
16	PCC Driveway Pavement Removal	S.Y.	19	\$ 10.00	\$ 190.00
17	Sidewalk Removal	S.F.	0	\$ 1.50	\$ -
18	Class D Patches 6"	S.Y.	17	\$ 35.00	\$ 595.00
19	Frames and Grates to be Adjusted	EACH	0	\$ 250.00	\$ -
20	Concrete Gutter 18"	FOOT	720	\$ 15.00	\$ 10,800.00
21	Concrete Wedge for Gutter	FOOT	767	\$ 2.25	\$ 1,725.75
22	Combination Concrete Curb & Gutter, Type M-6.12	FOOT	0	\$ 15.00	\$ -
23	Combination Concrete Curb & Gutter, Type M-6.18	FOOT	0	\$ 16.00	\$ -
24	Traffic Control and Protection	L.S.	0	\$ 18,000.00	\$ -
25	Thermoplastic Pavement Marking - Line 4"	FOOT	0	\$ 0.65	\$ -
26	Thermoplastic Pavement Marking - Line 6"	FOOT	0	\$ 1.00	\$ -
27	Thermoplastic Pavement Marking - Line 24"	FOOT	0	\$ 5.00	\$ -
28	Thermoplastic Pavement Marking - Letters & Symbols	S.F.	0	\$ 5.00	\$ -
29	Detector Loop, Type 1	FOOT	0	\$ 20.00	\$ -
					\$ -
					\$ -
<input type="checkbox"/> Page Total		<input checked="" type="checkbox"/> Total Estimated Cost			\$ 26,391

Made by Tom Dixon

Date December 13, 2007

Checked by \_\_\_\_\_

Date \_\_\_\_\_



Route \_\_\_\_\_  
 County DuPage  
 Local Agency York Road Dist.  
 Section \_\_\_\_\_

**(Construction) Estimate of Cost for Lombard's Portion of the Work**

Location and brief description (Sta. and land description of beginning; Sta. only for end for county and road districts; street limits for municipality.)

**16TH STREET**

Total Project Length	1,335 feet
Net Length	

Bridge or Culvert

Length	
Width	

Surface Type	Bituminous
Width	29 feet

Shoulder Type	Curb & Gutter
Width	18"

Item Number	Items	Unit	Quantity	Unit Price	Total Cost
1	Topsoil Furnish and Place 4"	C.Y.	131	\$ 25.00	\$ 3,275.00
2	Seeding Class 1	AC.	0.24	\$ 5,500.00	\$ 1,320.00
3	Erosion Control Blanket	S.Y.	1,183	\$ 1.50	\$ 1,774.50
4	Hot-Mix Asphalt Surface Removal - Butt Joint	S.Y.	56	\$ 10.00	\$ 560.00
5	Hot-Mix Asphalt Surface Removal - Driveway Butt Joint	S.Y.	10	\$ 10.00	\$ 100.00
6	Bituminous Materials (Prime Coat)	GAL.	430	\$ 1.50	\$ 645.00
7	Aggregate (Prime Coat)	TON	4	\$ 25.00	\$ 100.00
8	Polymerized Leveling Binder (Machine Method), IL-4.75, N50	TON	181	\$ 90.00	\$ 16,290.00
9	Hot-Mix Asphalt Surface Course, Mix "C", N50	TON	362	\$ 70.00	\$ 25,340.00
10	Bituminous Driveway Resurfacing 2"	TON	5	\$ 80.00	\$ 400.00
11	PCC Driveway Pavement 6"	S.Y.	0	\$ 35.00	\$ -
12	PCC Sidewalk 4"	S.F.	148	\$ 4.00	\$ 592.00
13	Detectable Warnings	S.F.	74	\$ 10.00	\$ 740.00
14	Bituminous Driveway Removal & Replacement	S.Y.	0	\$ 35.00	\$ -
15	Hot-Mix Asphalt Surface Removal 0" - 1-1/2"	S.Y.	1,357	\$ 2.50	\$ 3,392.50
16	PCC Driveway Pavement Removal	S.Y.	0	\$ 10.00	\$ -
17	Sidewalk Removal	S.F.	222	\$ 1.50	\$ 333.00
18	Class D Patches 6"	S.Y.	86	\$ 35.00	\$ 3,010.00
19	Frames and Grates to be Adjusted	EACH	4	\$ 250.00	\$ 1,000.00
20	Concrete Gutter 18"	FOOT	2,035	\$ 15.00	\$ 30,525.00
21	Concrete Wedge for Gutter	FOOT	2,661	\$ 2.25	\$ 5,987.25
22	Combination Concrete Curb & Gutter, Type M-6.12	FOOT	0	\$ 15.00	\$ -
23	Combination Concrete Curb & Gutter, Type M-6.18	FOOT	626	\$ 16.00	\$ 10,016.00
24	Traffic Control and Protection	L.S.	0.1	\$ 18,000.00	\$ 1,800.00
25	Thermoplastic Pavement Marking - Line 4"	FOOT	3,579	\$ 0.65	\$ 2,326.35
26	Thermoplastic Pavement Marking - Line 6"	FOOT	707	\$ 1.00	\$ 707.00
27	Thermoplastic Pavement Marking - Line 24"	FOOT	0	\$ 5.00	\$ -
28	Thermoplastic Pavement Marking - Letters & Symbols	S.F.	0	\$ 5.00	\$ -
29	Detector Loop, Type 1	FOOT	0	\$ 20.00	\$ -
					\$ -
					\$ -

Page Total       Total Estimated Cost      \$ 110,233.60

Made by Tom Dixon

Date December 10, 2007

Checked by \_\_\_\_\_

Date \_\_\_\_\_



