

INTERGOVERNMENTAL AGREEMENT
("ST. CHARLES ROAD RESURFACING PROJECT")
(Westmore Avenue to Illinois State Route 83 with omissions)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") made and entered into this 10th day of August, 2009, by and between the VILLAGE OF VILLA PARK, an Illinois municipal corporation, DuPage County, Illinois ("Villa Park"); and the VILLAGE OF LOMBARD, an Illinois municipal corporation, DuPage County, Illinois ("Lombard").

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, a Surface Transportation Program (STP) Project called the "St. Charles Road Resurfacing Project" (the "Project") has been approved for funding of Phase III Construction at seventy percent (70%)/thirty percent (30%) Federal/Local Agency matching costs, respectively; and

WHEREAS, Lombard and Villa Park are desirous of pursuing the Project and willing to share the proportionate costs of the thirty percent (30%) Local Agency match of costs relative to the Phase III construction until the Project is built for use; 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 this 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, for and in consideration of the promises and mutual covenants, hereinafter set forth, and pursuant to their powers of intergovernmental cooperation, Lombard and Villa Park agree as follows:

1. The recitals set forth hereinabove shall be and are hereby adopted as findings of fact as if said recitals were fully set forth herein.
2. Villa Park will act as the lead agency in the construction of the Project subject to the construction input of Lombard and through their authorized representative(s).

3. Lombard shall reimburse Villa Park for its proportionate share of the construction costs which is currently in an estimated amount of \$32,506.68 as shown on the funding table attached hereto as Exhibit 1 and made part hereof. Actual costs will be based on contract unit prices and actual quantities. The construction costs are reimbursement for the roadway improvements to parts of St. Charles Road under the jurisdiction and maintenance of Lombard.
4. Villa Park shall bill Lombard once a month, on the basis of the completed work on said parts of St. Charles Road under the respective jurisdiction of Lombard but shall also have the option of billing Lombard on a lump sum basis after the completion of the Project. Lombard will remit payment to Villa Park according to the Local Governmental Prompt Payment Act; however, it is agreed that payment extensions will be granted in order to resolve any disputed invoices or other legitimate reasons related to the amount of the invoices.
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, Villa Park will require all contractors to name Lombard 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 Lombard as a result of the construction of the Project. Villa Park will require the contractor to meet the minimum levels of insurance, based on Illinois Department of Transportation's requirements.
6. Lombard will provide sufficient assistance throughout the Project to successfully coordinate utility shut downs, relocations, detours, haul routes, newsletters, and customer relations in Lombard.
7. Notices or other writings which any party is required to or may wish to serve upon any 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 or to the Corporate Authorities:

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

If to Lombard or the Corporate Authorities:

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

8. Villa Park will supply one set of reproducible record drawings to Lombard within six months of completion of construction of the Project.
9. This agreement shall remain in full force and effect until the Project has been completed and all invoices have been paid.

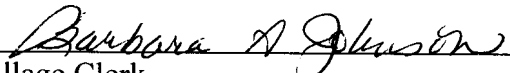
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

VILLAGE OF LOMBARD



President

ATTEST:



Village Clerk

VILLAGE OF VILLA PARK



President

ATTEST:



Village Clerk

VP\142453\REV8/4/09



ST. CHARLES ROAD RESURFACING STP PROJECT
 Cost Estimate with Municipality Breakdown

FAU Route 1397
 DuPage County
 Village of Villa Park
 Section 07-00084-00-RS

NO	PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY 1000-2A	UNIT COST	TOTAL COST	VILLA PARK QUANTITY	VILLA PARK COST	LOMBARD QUANTITY	LOMBARD COST	ELMHURST QUANTITY	ELMHURST COST
1	X4067107	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	3,100.00	\$110.00	\$341,000.00	2,564.00	\$282,040.00	197.00	\$21,670.00	339.00	\$37,290.00
2	Z0076600	TRAINEES	HOURL	500.00	\$0.80	\$400.00	413.00	\$330.40	32.00	\$25.60	55.00	\$44.00
3	28000510	INLET FILTERS	EACH	92.00	\$200.00	\$18,400.00	76.00	\$15,200.00	6.00	\$1,200.00	10.00	\$2,000.00
4	40600100	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	5,200.00	\$2.00	\$10,400.00	4,301.00	\$8,602.00	330.00	\$660.00	569.00	\$1,138.00
5	40600300	AGGREGATE (PRIME COAT)	TON	100.00	\$10.00	\$1,000.00	83.00	\$830.00	6.00	\$60.00	11.00	\$110.00
6	40600400	MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS	TON	100.00	\$150.00	\$15,000.00	83.00	\$12,450.00	6.00	\$900.00	11.00	\$1,650.00
7	40600895	CONSTRUCTING TEST STRIP	EACH	1.00	\$1,000.00	\$1,000.00	0.83	\$830.00	0.06	\$60.00	0.11	\$110.00
8	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	240.00	\$12.00	\$2,880.00	199.00	\$2,388.00	15.00	\$180.00	26.00	\$312.00
9	40603340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	6,700.00	\$90.00	\$603,000.00	5,541.00	\$498,690.00	426.00	\$38,340.00	733.00	\$65,970.00
10	44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	51,710.00	\$3.00	\$155,130.00	42,766.00	\$128,298.00	3,286.00	\$9,858.00	5,658.00	\$16,974.00
11	44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	900.00	\$30.00	\$27,000.00	744.00	\$22,320.00	57.00	\$1,710.00	99.00	\$2,970.00
12	44201737	CLASS D PATCHES, TYPE I, 8 INCH	SQ YD	600.00	\$80.00	\$48,000.00	496.00	\$39,680.00	38.00	\$3,040.00	66.00	\$5,280.00
13	44201741	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	600.00	\$70.00	\$42,000.00	496.00	\$34,720.00	38.00	\$2,660.00	66.00	\$4,620.00
14	44201745	CLASS D PATCHES, TYPE III, 8 INCH	SQ YD	600.00	\$60.00	\$36,000.00	496.00	\$29,760.00	38.00	\$2,280.00	66.00	\$3,960.00
15	44201747	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	600.00	\$50.00	\$30,000.00	496.00	\$24,800.00	38.00	\$1,900.00	66.00	\$3,300.00
16	60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	10.00	\$1,000.00	\$10,000.00	8.00	\$8,000.00	1.00	\$1,000.00	1.00	\$1,000.00
17	60300310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	92.00	\$600.00	\$55,200.00	76.00	\$45,600.00	6.00	\$3,600.00	10.00	\$6,000.00
18	67100100	MOBILIZATION	L SUM	1.00	\$36,000.00	\$36,000.00	0.83	\$29,880.00	0.06	\$2,160.00	0.11	\$3,960.00
19	70102632	TRAFFIC CONTROL AND PROTECTION, STANDARD 701602	L SUM	1.00	\$36,000.00	\$36,000.00	0.83	\$29,880.00	0.06	\$2,160.00	0.11	\$3,960.00
20	70300200	TEMPORARY PAVEMENT MARKING	FOOT	18,000.00	\$2.00	\$36,000.00	14,887.00	\$29,774.00	1,144.00	\$2,288.00	1,969.00	\$3,938.00
21	78004200	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LETTERS AND SYMBOLS	SQ FT	1,350.00	\$30.00	\$40,500.00	1,116.00	\$33,480.00	86.00	\$2,580.00	148.00	\$4,440.00
22	78004210	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 4"	FOOT	18,100.00	\$4.00	\$72,400.00	14,969.00	\$59,876.00	1,150.00	\$4,600.00	1,981.00	\$7,924.00
23	78004230	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 6"	FOOT	8,700.00	\$8.00	\$69,600.00	7,195.00	\$57,560.00	553.00	\$4,424.00	952.00	\$7,616.00
24	78004250	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 12"	FOOT	400.00	\$15.00	\$6,000.00	331.00	\$4,965.00	25.00	\$375.00	44.00	\$660.00
25	78004280	PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - INLAID - LINE 24"	FOOT	400.00	\$25.00	\$10,000.00	331.00	\$8,275.00	25.00	\$625.00	44.00	\$1,100.00
26	88600600	DETECTOR LOOP REPLACEMENT	FOOT	4,900.00	\$20.00	\$98,000.00	4,083.00	\$81,660.00	0.00	\$0.00	817.00	\$16,340.00
TOTAL ESTIMATED COST						\$1,800,910.00	\$1,489,888.40	\$108,355.60	\$202,666.00			
TOTAL LOCAL SHARE (30%)						\$540,273.00	\$446,966.52	\$32,506.68	\$60,799.80			
TOTAL FEDERAL SHARE (70%)						\$1,260,637.00	\$1,042,921.88	\$75,848.92	\$141,866.20			

EXHIBIT 1