

4/29/17

RESOLUTION NUMBER R-2016-18

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BROADVIEW AND THE VILLAGE OF MAYWOOD FOR THE 13TH AVENUE RESURFACING PROJECT

(Village of Maywood)

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to enter into the attached Cost Sharing Intergovernmental Agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, with the Village of Broadview in order to share in the costs of making certain roadway, curb and gutter and sidewalk improvements to the 13th Avenue right-of-way from the south right-of-way line of Bataan Drive to the north right-of-way line of Roosevelt Road ("the 13th Avenue Resurfacing Project" or "Project" or "Project Area") as described in the Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Broadview desire to enter into the attached Agreement (**Exhibit "A"**) with the Village of Maywood in order to share in the costs of completing the Project; and

WHEREAS, under the Agreement, the Village of Broadview and the Village of Maywood agree to share all costs related to the Project, including the design and construction engineering services, construction management oversight services and construction costs on a prorated basis as calculated on the percentage of square foot area of the 13th Avenue right-of-way located within each Villages' respective corporate boundaries (the "Project Cost Sharing Allocation Formula"). Edwin Hancock Engineering Company has provided the Villages with an Engineer's Opinion of Probable Costs dated February 15, 2016 for the Project of \$689,000.00 ("Estimated Project Costs"). Based on the Project Cost Sharing Allocation Formula, Broadview's share of the Estimated Project Costs is \$301,000.00, which is based on 43.7% of the Project Area being located within Broadview's corporate boundaries, and Maywood's share of the Estimated Project Costs is \$388,000.00, which is based on 56.3% of the Project Area being located within Maywood's corporate boundaries. The Parties agree to use Edwin Hancock Engineering Company as the Project Engineer, who shall have a separate engineering services agreement approved by both Broadview and Maywood for the Project; and

WHEREAS, under the Agreement, the Village of Broadview will serve as the lead local agency for the Project for purposes of preparation of design and construction engineering documents and bidding specifications, bidding and awarding the construction contract for the Project, construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), progress and final payments to the contractor(s), punchlist preparation, and acceptance and closeout activities for the Project; and

WHEREAS, by approving and entering into the Agreement, the Village of Broadview and the Village of Maywood have agreed to budget and appropriate adequate funds to pay for their respective portions of the Project Costs and for any extra costs incurred due to unforeseen conditions or for additional work approved by either or both Villages under change orders for the Project. The Village of Broadview has approved in its 2016/2017 Annual Budget the expenditure of \$300,000.00 from its General Corporate Funds to pay for its share of the Project Costs. The Village of Maywood has approved the expenditure of \$200,000.00 from the Working Capital Reserve Fund to pay for a portion of its share of the Project Costs, and it anticipates using Roosevelt Road Tax Increment Financing District funds to pay for a portion of its share of the Project Costs (for that portion of the 13th Avenue right-of-way located within the Roosevelt Road TIF District). The Village's General funds will be used to pay the balance of any Project Costs that are not covered by the Working Capital Reserve Funds and the Roosevelt Road TIF District funds; and

WHEREAS, the corporate authorities of the Village of Broadview and corporate authorities of the Village of Maywood are required to vote in favor of the attached Agreement by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Exhibit "A"**) and to approve the expenditure of its general corporate funds, special reserve funds or tax increment financing district funds to pay for the Village's portion of the Project Costs pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and finds that entering into this Agreement and completing the Project is in the best interests of the Village and its residents, and will promote the public health, safety and welfare of the residents and the general public who utilize the improved portion of 13th Avenue within the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Maywood approve and authorize the execution of the attached Agreement entitled, "Cost Sharing Intergovernmental Agreement Between the Village of Broadview and the Village of Maywood for the 13th Avenue Resurfacing Project" (**Exhibit "A"**) to be entered into between the Village of Broadview and the Village of Maywood in order to share in the costs of making certain roadway, curb and gutter and sidewalk improvements to the 13th Avenue right-of-way from the south right-of-way line of Bataan Drive to the north right-of-way line of Roosevelt Road ("the 13th Avenue Resurfacing Project" or "Project" or "Project Area") as described in the Agreement. The President and Board of Trustees of the Village of Maywood also agree to appropriate and authorize the expenditure of the necessary sums from the Village's General Fund, Capital Reserve Fund or tax increment financing district funds (Roosevelt Road Tax Increment Financing District) for the purpose of paying the Village's portion of the costs related to the Project. Further, the President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the attached Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The Village Manager or Village Attorney shall transmit signed duplicate originals of the Agreement and a certified copy of this Resolution to the Village President of the Village of Broadview within ten (10) calendar days of approval of this Resolution for execution.

ADOPTED this 26th day of July, 2016, pursuant to a roll call vote as follows:

AYES: Mayor Edwenna Perkins, Trustee(s) I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers

NAYS: None

ABSENT: Trustee H. Yarbrough, Sr.

APPROVED by me as Village President, and attested by the Village Clerk, on this 28th day of July, 2016.



Edwenna Perkins
VILLAGE PRESIDENT

ATTEST:

[Signature]

VILLAGE CLERK

EXHIBIT "A"

COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BROADVIEW AND THE VILLAGE OF
MAYWOOD FOR THE 13TH AVENUE RESURFACING PROJECT

(Attached)

**COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BROADVIEW AND THE
VILLAGE OF MAYWOOD FOR THE 13TH AVENUE RESURFACING PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2016 by and between the Village of Broadview, a non home rule Illinois municipal corporation ("Broadview"), and the Village of Maywood, a home rule Illinois municipal corporation ("Maywood"). At times Broadview and Maywood are referred to below collectively as the "Parties" and each individually as a "Party".

WITNESSETH

WHEREAS, the President and Board of Trustees of the Village of Broadview and the President and Board of Trustees of the Village of Maywood have passed resolutions that approved entering into and authorized the execution of this Agreement in order to share in the costs of making certain roadway, curb and gutter and sidewalk improvements to the 13th Avenue right-of-way from the south right-of-way line of Bataan Drive to the north right-of-way line of Roosevelt Road ("the 13th Avenue Resurfacing Project" or "Project" or "Project Area") as described in more detail in Section 2(D) below; and

WHEREAS, Broadview and Maywood agree to share all costs related to the Project, including the design and construction engineering services, construction management oversight services and construction costs on a prorated basis as calculated on the percentage of square foot area of the 13th Avenue right-of-way located within each Village's respective corporate boundaries as contained within the Project Area (the "Project Cost Sharing Allocation Formula"). Edwin Hancock Engineering Company has provided the Villages with an Engineer's Opinion of Probable Costs dated February 15, 2016 for the Project of \$689,000.00 ("Estimated Project Costs"), a copy of which is attached to this Agreement as **Exhibit "A"** and made a part hereof. Based on the Project Cost Sharing Allocation Formula, Broadview's share of the Estimated Project Costs is \$301,000.00, which is based on 43.7% of the Project Area being located within Broadview's corporate boundaries, and Maywood's share of the Estimated Project Costs is \$388,000.00, which is based on 56.3% of the Project Area being located within Maywood's corporate boundaries. The Parties agree to use Edwin Hancock Engineering Company as the Project Engineer, who shall have a separate engineering services agreement approved by both Broadview and Maywood for the Project; and

WHEREAS, the Parties have agreed that Broadview shall be the lead local agency for this Project for purposes of preparation of design and construction engineering documents and bidding specifications, bidding and awarding the construction contract for the Project, construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), progress and final payments to the contractor(s), punchlist preparation and acceptance and closeout activities for the Project; and

WHEREAS, by approving and entering into this Agreement, Broadview and Maywood agree to budget and appropriate adequate funds to pay for their respective portions of the Project Costs and for any extra costs incurred due to unforeseen conditions or for additional work approved by either or both Villages under change orders for the Project. Broadview has approved in its 2016/2017 Annual Budget the expenditure of \$300,000.00 from its General Corporate Funds to pay for its share of the Project Costs. Maywood has approved in its 2016/2017 Annual Budget the expenditure of \$200,000.00 from its

Working Capital Reserve Fund to pay for a portion of its share of the Project Costs, and it anticipates using Roosevelt Road Tax Increment Financing District funds to pay for a portion of its share of the Project Costs that relates to that portion of the 13th Avenue right-of-way located within the Roosevelt Road TIF District. Maywood's General Corporate Funds will be used to pay the balance of any Project Costs that are not covered by the Working Capital Reserve Funds and the Roosevelt Road TIF District funds; and

WHEREAS, Broadview and Maywood are authorized to approve and enter into this Agreement and to approve the expenditure of their respective General Corporate Funds, special reserve funds or tax increment financing district funds to pay for their respective portions of the Project Costs pursuant to the statutory powers and contracting authority provided by Article VII, Sections 6 and 10 of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the President and Board of Trustees of the Village of Broadview and the President and Board of Trustees of the Village of Maywood have concluded that entering into this Agreement and sharing in the costs to complete the Project is in the best interest of the Parties and their residents, and will promote the public health, safety and welfare of the residents and the general public who utilize the improved portion of 13th Avenue within the Project Area.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION. Each of the above Whereas paragraphs are incorporated by reference as if fully set forth into this Section 1 and are material provisions of this Agreement.

SECTION 2. OBLIGATIONS OF THE PARTIES.

A. **Broadview Agrees:**

1. To pay all costs for the design and construction engineering services (collectively, the "Professional Engineering Services") of the Project Engineer as necessary to prepare the preliminary and final Project plans, bidding documents and specifications, bid proposals, governmental submittals, and permit applications for the design phases of the Project.
2. To arrange to have the Project Engineer handle the bidding, bid review, insurance and performance bond and material bond reviews and evaluation of bids prior to award of the construction contract for the Project by the Parties.
3. To pay the Project Engineer for construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), issue recommendations on progress and final payments to the contractor(s), punchlist preparation and acceptance and closeout activities for the Project.
4. To coordinate with Maywood and the Project Engineer for the advertisement and receipt of bid proposals and the award of the contract for the construction of the Project.
5. To coordinate the construction schedule for the Project with Maywood, the Project Engineer and the contractor(s).
6. To pay all costs for the construction work (the "Project Construction Costs") performed

under the awarded contract as the construction work progresses and as requests for payment for the work performed are submitted by the contractor(s) so that mechanics liens are not filed against the Project. Prior to release of payment, Broadview will confirm that all requests for payment have pertinent, adequate supporting documents and the Project Engineer will verify, in writing, that the completed work complies with the Project plans and specifications and has been performed consistent with industry standards and manufacturer and supplier recommendations.

7. To coordinate with the Project Engineer to send periodic status reports of the construction work being performed to Maywood.
8. To send periodic, itemized invoices with copies of all requests for payment and all supporting documents (e.g., lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), the Project Engineer's recommendations on work progress, progress payments and final closeout payment to the contractor(s)), to Maywood for payment of its share of such Project Costs; the invoices shall define Maywood's share and Broadview's share of all actually incurred Project Costs requested under each progress payment and in the final closeout payment.
9. To accept Edwin Hancock Engineering Company's Opinion of Probable Costs for the Project of \$689,000.00 ("Estimated Project Costs") (See, attached **Exhibit "A"**) for budgeting and bidding purposes only. The actual Project Costs may be higher or lower than the Estimated Project Costs and Broadview agrees to pay its share of the final, actual Project Costs.
10. To share all costs related to the Project in accordance with this Agreement and the Project Cost Sharing Allocation Formula.
11. To accept Broadview's prorated share of the Estimated Project Costs at a cost of \$301,000.00, and to further accept the Project Engineer's determination under the Project Cost Sharing Allocation Formula that 43.7% of the Project Area is located within Broadview's corporate boundaries.
12. To use Edwin Hancock Engineering Company as the Project Engineer, who shall have a separate engineering services agreement approved by both Broadview and Maywood.

B. Maywood Agrees:

1. To reimburse BROADVIEW, within thirty (30) days of the date of the invoice, the amount of MAYWOOD's agreed share of all Project Costs for each progress payment and the final payment.
2. To cooperate with each of the obligations of Broadview and/or the Project Engineer and/or contractor(s) to facilitate completion of the Project.
3. To accept Edwin Hancock Engineering Company's Opinion of Probable Costs for the Project of \$689,000.00 ("Estimated Project Costs") for budgeting and bidding purposes only. The actual Project Costs may be higher or lower than the Estimated Project Costs and Maywood agrees to pay its share of the final, actual Project Costs.
4. To share all costs related to the Project in accordance with this Agreement and the Project Cost Sharing Allocation Formula.
5. To accept Maywood's prorated share of the Estimated Project Costs at a cost of \$388,000.00, and to further accept the Project Engineer's determination under the Project Cost Sharing Allocation Formula that 56.3% of the Project Area is located within Maywood's corporate boundaries.
6. To use Edwin Hancock Engineering Company as the Project Engineer, who shall have a separate engineering services agreement approved by both Broadview and Maywood.

C. **The Parties Mutually Agree:**

1. The bid specifications and construction contract and performance bond and material bond shall be prepared by the Project Engineer and subject to legal review for content by each the Parties' counsel. Each Party shall be responsible for its own counsel fees for such legal review.
2. Upon completion of the Project, those portions of the Project Area within the respective corporate limits of each of the Parties will be maintained by the respective Party with jurisdiction.
3. This Agreement may be terminated by either Party upon thirty (30) days' written notice *if and only if* a contract for the construction of the Project is not awarded within nine (9) months of the "effective date" of this Agreement (which is the date that the final signatory executes the Agreement) or if the other Party should fail substantially to perform in accordance with the terms of this Agreement.
4. If this Agreement is terminated, each Party shall be responsible for payment of their prorated share of all actual Project Costs incurred through of the date of the notice of termination based on the Project Cost Sharing Allocation Formula.
5. Standard lines of insurance coverage (e.g., general comprehensive liability, property and casualty, damage, worker's compensation, automobile, excess coverage, additional insured status for the Villages and their past, current and future appointed and elected officials, president and trustees, directors, agents, officers, representatives, attorneys, contractors, volunteers, successors or predecessors) and minimum levels of insurance coverage for this type of Project shall be required of the selected Project contractor and its subcontractors as set forth in the bid specifications and Project contract.

D. **Project Description:**

The Project shall consist of the removal of the existing, deteriorating asphalt street pavement (approximately three inches (3") deep), removal of select portions of the sub grade aggregate stone where its compaction and integrity has been compromised the asphalt patches, removal and replacement of all curb and gutter and driveways, removal and replacement of sidewalks to meet Americans with Disabilities Act ("ADA") and Illinois Accessibility Code requirements, restoration of all parkways disturbed during construction, installation of new pavement marking and placement of approximately three inches (3") of hot-mix asphalt leveling binder and surface courses all within the 13th Avenue right-of-way from the south right-of-way line of Bataan Drive to the north right-of-way line of Roosevelt Road ("the 13th Avenue Resurfacing Project" or "Project" or "Project Area").

SECTION 3. MISCELLANEOUS PROVISIONS.

1. Notices. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission or email; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail with return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to BROADVIEW:
Village of Broadview
Village President
2350 South 25th Avenue
Broadview, Illinois 60155
(P): 708-345-8174

If to MAYWOOD:
Village of Maywood
Village Manager
40 East Madison Street
Maywood, Illinois 60153
(P): 708-450-6301

With a copy to:
Phil Fornaro
Fornaro Law
1022 South La Grange Road
La Grange, Illinois 60525
(P): 708-639-4320

With a copy to:
Michael T. Jurusik
Klein, Thorpe, & Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
(P): 312-984-6432

2. Severance. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
3. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party. The Parties agree and acknowledge that this Agreement has been approved and authorized by the legally constituted Boards of Trustees of each of the Parties by appropriate legislative action.
4. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which are not expressly set forth in this Agreement, except those that are specifically set forth herein.
5. Mutual Indemnification. To the fullest extent permitted by law, the Parties shall indemnify, protect, defend and hold harmless each other and their past, current and future appointed and elected officials, president and trustees, directors, agents, officers, representatives, attorneys, contractors, volunteers, successors or predecessors and any other party in any way associated therewith, and each Party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including, without limitation, orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs proximately occurring or alleged to have occurred in whole or in part in connection with the Project or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.
6. Breach. In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suit

incurred by the prevailing Party. If Maywood fails to reimburse any uncontested amount due to Broadview pursuant to this Agreement, Maywood's failure shall constitute an automatic breach of the Agreement; in such case, Broadview shall additionally be owed interest on the amount of the unpaid reimbursement at the rate provided for in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). If Broadview fails to pay any uncontested amount due to the contractor or Maywood pursuant to this Agreement, Broadview's failure shall constitute an automatic breach of the Agreement; in such case, the contractor or Maywood shall additionally be owed interest on the amount of the unpaid payment or reimbursement at the rate provided for in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

7. Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
8. Construction And Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law.
9. Compliance With Laws. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
 - a. Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
 - b. Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all

applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160)

- c. Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA
10. Right To Counsel. The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
11. Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
12. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement, without the prior, written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
13. Taxes. The Parties acknowledges that they are exempt from federal, state and county excise and transportation taxes and from the payment of Illinois Sales Tax. Each Party agrees to notify the other Parties promptly in the event of a change in its tax-exempt status.
14. Survival. The indemnification provision shall survive the expiration or termination of this Agreement.

15. Effective Date. The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement, which date shall be inserted on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth below and, by the authorized officers, as designated below.

APPROVED BY BROADVIEW

APPROVED BY MAYWOOD

Acting through its
PRESIDENT AND BOARD TRUSTEES

Acting through its
PRESIDENT AND BOARD TRUSTEES

BY: _____
 President

BY _____
 President

Executed by BROADVIEW upon this

Executed by MAYWOOD this

Date: _____, 2016

Date: _____, 2016

ATTEST:

ATTEST:

By _____
 Village Clerk

By _____
 Village Clerk

Date: _____, 2016
(Seal)

Date: _____, 2016
(Seal)

EXHIBIT "A"

Edwin Hancock Engineering Company's Opinion of Probable Costs dated February 15, 2016
for the Project of \$689,000.00 ("Estimated Project Costs")

(Attached)

Village of Broadview
 2016 Street Paving Project
 13th Avenue
 Roosevelt Road to Bataan Drive
 2/8/2016

OPTION 2 - LONG TERM RESURFACING IMPROVEMENTS

Assumptions:

26.0' E-E (25.2'E-E actual) with B-6.12 Curb
 Existing pavement is HMA over Aggregate Base

Scope of Work

Resurfacing with pavement patching (25%), 100% curb replacement, 100% driveway replacement, various main line sidewalk replacement
 Maywood has more driveways which results in concrete cost differential

	Broadview Quantity	Maywood Quantity	Total Quantity	Unit	Unit Price	Broadview Cost	Maywood Cost	Total Cost
1. Combination Curb and Gutter Removal	2,350	2,350	4,700	Foot	6.00	14,100.00	14,100.00	28,200.00
2. Sidewalk Removal	2,900	3,695	6,595	Sq Ft	1.50	4,350.00	5,542.50	9,892.50
3. Driveway Pavement Removal	40	600	640	Sq Yd	14.00	560.00	8,400.00	8,960.00
4. Pavement Removal	0	0	0	Sq Yd	16.00	-	-	-
5. HMA Surfaces Removal (Variable Depth)	3,340	3,540	6,880	Sq Yd	5.00	16,700.00	17,700.00	34,400.00
6. Structures to be Adjusted (Special)	16	15	31	Each	450.00	7,200.00	6,750.00	13,950.00
7. Structures to be Reconstructed	3	2	5	Each	2,000.00	6,000.00	4,000.00	10,000.00
8. Frame and Lids, Type 1	11	13	24	Each	400.00	4,400.00	5,200.00	9,600.00
9. Restricted Depth Catch Basins	0	2	2	Each	4,000.00	-	8,000.00	8,000.00
10. 8" Diameter PVC Storm Sewer	0	40	40	Foot	60.00	-	2,400.00	2,400.00
11. Trench Backfill	0	0	0	Cu Yd	40.00	-	-	-
12. 8" x 4" Trap and Restrictor	0	2	2	Each	500.00	-	1,000.00	1,000.00
13. Connection to Existing Structures	0	2	2	Each	1,200.00	-	2,400.00	2,400.00
14. Combination Curb and Gutter, Type B-6.12	2,350	2,350	4,700	Foot	22.00	51,700.00	51,700.00	103,400.00
15. Portland Cement Concrete Sidewalk, 5"	2,900	3,695	6,595	Sq Ft	5.50	15,950.00	20,322.50	36,272.50
16. Detectable Warnings	110	110	220	Sq Ft	35.00	3,850.00	3,850.00	7,700.00
17. Portland Cement Concrete Driveway Pavement, 7"	40	600	640	Sq Yd	55.00	2,200.00	33,200.00	35,200.00
18. Portland Cement Concrete Pavement, 8"	190	240	430	Sq Yd	57.00	10,830.00	13,680.00	24,510.00
19. Protective Coat	884	1,533	2,417	Sq Yd	2.00	1,768.89	3,065.56	4,834.44
20. Class "D" Patches, Types I-IV, 4"	835	885	1,720	Sq Yd	40.00	33,400.00	35,400.00	68,800.00
21. Bituminous Materials (Prime Coat)	668	708	1,376	Gallon	2.00	1,336.00	1,416.00	2,752.00
22. Leveling Binder (Machine Method), N50, 1"	200	212	412	Ton	90.00	18,036.00	18,116.00	37,152.00
23. Hot Mix Asphalt Surface Course, Mix "D", N50, 1 3/4"	351	372	722	Ton	85.00	29,809.50	31,594.50	61,404.00
24. Topsoil Placement, 3"	1,700	1,700	3,400	Sq Yd	5.00	8,500.00	8,500.00	17,000.00
25. Sodding	1,700	1,700	3,400	Sq Yd	10.00	17,000.00	17,000.00	34,000.00
26. Thermoplastic Pavement Marking- Line 6" (White)	350	355	705	Foot	5.00	1,750.00	1,775.00	3,525.00
27. Thermoplastic Pavement Marking- Line 24" (White)	100	95	195	Foot	12.00	1,200.00	1,140.00	2,340.00
28. Sewer Televising	2,350	2,350	4,700	Foot	2.00	4,700.00	4,700.00	9,400.00
29. J-Band	1,200	1,200	2,400	Foot	2.00	2,400.00	2,400.00	4,800.00
30. Incidental Bituminous Surface, Parking	0.0	62.0	62.0	75 Ton	125.00	-	7,750.00	7,750.00
31. Parking Pavement Removal	150.0	325.0	475	SqYd	10.00	1,500.00	3,250.00	4,750.00
32. Traffic Control and Protection	0.5	0.5	1	L Sum	5,000.00	2,500.00	2,500.00	5,000.00

TOTAL AMOUNT OF BID

	\$	261,740.39	\$	337,652.06	\$	598,392.44
Design Engineering:	\$	20,938.23	\$	27,012.16	\$	47,951.40
Construction Engineering:	\$	16,321.63	\$	23,635.64	\$	41,957.47
Total Costs	\$	301,001.45	\$	388,298.86	\$	689,301.31

Cost Per Foot: \$ 255.06

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2016-18

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BROADVIEW AND THE VILLAGE OF MAYWOOD FOR THE 13TH AVENUE RESURFACING PROJECT

(Village of Maywood)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 26th day of July, 2016, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 28th day of July, 2016.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

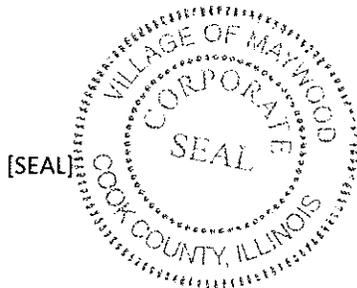
AYES: Mayor Edwenna Perkins, Trustee(s) I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers

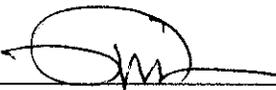
NAYS: None

ABSENT: Trustee H. Yarbrough, Sr.

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 28th day of July, 2016.





Village Clerk