



**Illinois Department
of Transportation**

Intergovernmental Agreement

Governmental Body Name Village of Oak Park			
Address 123 Madison Street			
City, State, Zip Oak Park, IL 60302			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number	Fax Number	FEIN/TIN 300006410-01	
Brief Description of Service (full description specified in Part 5) Local Agency Maintenance of State Highways			
Compensation Method (full details specified in Part 6)	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: July 1, 2005
Total Compensation Amount \$52,419.00	Travel Amount \$0.00	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2015

650,045.89

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature of Authorized Representative

Sandra Sokol, Village Clerk

6-20-2005

David G. Pope, Village President

6-20-2005

Type of Print Name of Authorized Representative

Date

FOR THE DEPARTMENT:

Diane M. O'Keefe, P.E., Deputy Director of Highways, Region One Engineer

Chief Counsel (Approved as to form)

Ann L. Schneider
Director of Finance & Administration

Timothy W. Martin, Secretary of Transportation

Date

6/20/2005

Milton R. Sees
Director, Division of Highways



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

FOR

MUNICIPAL MAINTENANCE OF STATE HIGHWAYS

This Agreement is by and between

Please type or print legibly GOVERNMENTAL BODY'S legal name and address

Village of Oak Park

123 Madison Street

Oak Park, IL 60302

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

◆	
Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Part 5	Compensation for Services
Part 6	Computation Sheet – Municipal Maintenance
◆	

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree to operate and maintain the streets covered by this agreement in the best interests of the people of the State of Illinois.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 5.
- C. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2005** to **June 30, 2015**.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

PART 2
GENERAL PROVISIONS

- A. Changes.** If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.
- B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- C. Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.
- D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Subcontracting/Selection Procedures/Employment of Department Personnel.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used for products or services having a total value of more than \$10,000. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The procurement through solicitation of a proposal from only one source is allowed only if the products or services are available only from a single source; the DEPARTMENT authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3
SPECIFIC PROVISIONS

- A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6 Compensation for Services. All non-labor costs, if allowable, shall be listed and itemized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
Frank Vitagliano
East Avenue & May Street
Hillside, IL 60162

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY'S remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the **Department** may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work.

[Not applicable to this Agreement.]

F. Software.

[Not applicable to this Agreement.]

G. Confidentiality Clause.

[Not applicable to this Agreement.]

H. Reporting/Consultation. The GOVERNMENTAL BODY shall notify and consult with the DEPARTMENT as described in Part 5.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

PART 4
SCOPE OF SERVICE/RESPONSIBILITIES

The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system including, but not limited to, all routine surface and pothole repairs, temporary full-depth patches, expansion bump removal on bituminous surfaces, crack and joint sealing, cleaning and litter pickup, snow and ice control and all other routine operational services. Median maintenance, when applicable, shall consist of sweeping, litter pickup, mowing and routine surface repairs.

In addition, the GOVERNMENTAL BODY agrees to permit no cuts or openings in the curbs or pavements of the streets covered by this agreement without prior written approval of the DEPARTMENT. The GOVERNMENTAL BODY will take all necessary measures (including legal action) to require utility owners or permit holders to restore, repair, adjust and maintain any and all pavement cuts, curb openings, utility frames and municipal frames and grates or covers disturbed by settlement, construction or repair under permit. Said restoration, repairs, adjustments and maintenance will be performed by the utility owner or permit owner at no expense to the DEPARTMENT in a manner that meets the DEPARTMENT's regulations and standards.

The GOVERNMENTAL BODY agrees that, except in extreme emergencies, it will not undertake or authorize repairs not covered by this agreement, at the expense of the DEPARTMENT, without securing prior written approval of the DEPARTMENT.

PART 5
COMPENSATION FOR SERVICES

- A. Cost. The DEPARTMENT shall calculate eligible compensation for services in accordance with the Bureau of Operations Maintenance Policy Manual, Section 11 – Municipal Maintenance of State Highways.

The DEPARTMENT will pay the GOVERNMENTAL BODY in quarterly installments, on or about September 30, December 31, March 31 and June 30 of each fiscal year (July 1st through June 30th), subject to an inspection for satisfactory maintenance and operation of covered streets by the DEPARTMENT.

- B. Billing. The GOVERNMENTAL BODY shall submit to the DEPARTMENT an Invoice Voucher in the amount of one-quarter of the annual payment, according to the calculations of lane miles in Part 6, Computation Sheet – Municipal Maintenance. The Invoice Voucher shall be sent to the following address:

**Illinois Department of Transportation
Frank Vitagliano
East Avenue & May Street
Hillside, IL 60162**

- C. Escalation. Subject to availability of funds, the DEPARTMENT will adjust the rate of compensation annually (beginning July 1) for the second and subsequent 12-month period to reflect changes in miles maintained and costs. The cost adjustment factor used to determine the rates of compensation will be the percent change of the Construction Cost Index published in the Engineering News Record for the preceding calendar year.

RESOLUTION

AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL MAINTENANCE OF STATE HIGHWAYS

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, and the State of Illinois, that the Village President and Village Clerk are hereby authorized to execute an Intergovernmental Agreement for Municipal Maintenance of State Highways. Said agreement covers the 10 year period from 2005 to 2015. A copy of said Agreement is attached herewith and labeled as Exhibit A.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

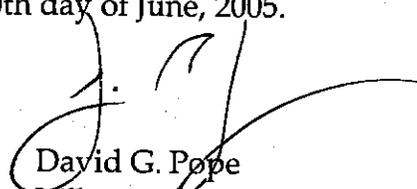
ADOPTED this 20th day of June, 2005 pursuant to a roll call vote as follows:

AYES: Trustees Brock, Johnson, Marsey and Milstein and President Pope

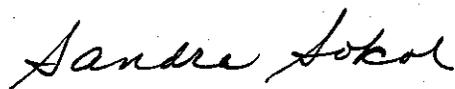
NAYS: None

ABSENT: Trustee Baker

ADOPTED AND APPROVED by me this 20th day of June, 2005.


David G. Pope
Village President

ATTEST:


Sandra Sokol
Village Clerk



The Village of Oak Park
Village Hall
123 Madison Street
Oak Park, Illinois 60302-4272

708.383.6400
Fax 708.383.6692
TTY 708.383.0048
village@vil.oak-park.il.us

June 29, 2005

Kevin Lyons
Bureau of Maintenance, District One
Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196-1096

Reference: Agreement for Maintenance of Municipal Streets for the period of
July 1, 2005 to June 30, 2015

Dear Mr. Lyons:

Enclosed are five (5) copies of the above referenced agreement executed by our Village President and Village Clerk.

The Village Clerk's Office requires two copies to be kept as part of the permanent records for the Village of Oak Park. Please return two fully executed copies to me so that I can forward them on to the correct individual.

If you have any questions or need additional information, please contact Karen Pawlowski, Administrative Secretary for the Engineering Division directly at (708) 358-5723 or via email at pawlowski@oak-park.us

Sincerely,

VILLAGE OF OAK PARK

Jim Budrick, P.E.
Village Engineer

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