

**INTERGOVERNMENTAL AGREEMENT
BETWEEN BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION
AND
THE VILLAGE OF OAK PARK
FOR FILLMORE STREET WATERMAIN INSTALLATION**

This Intergovernmental Agreement ("Agreement") is made as of ~~SEPTEMBER 24~~ 2015, by and between Brookfield-North Riverside Water Commission, an Illinois unit of local government organized under Article 11, Division 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 et seq.) (the "Commission"), and the Village of Oak Park, an Illinois municipal corporation and home rule unit (the "Village"). The Commission and the Village are sometimes herein referred to individually as a "Party" and jointly as the "Parties."

RECITALS

A. The Commission is the primary potable water supplier for the Villages of Brookfield, North Riverside, Lyons and LaGrange Park, and has contracted with the City of Chicago to purchase Lake Michigan water for its constituent municipalities.

B. The Commission desires to upgrade its water transmission service from the City of Chicago to its existing distribution facilities. To that end, the Commission intends to install a 36-inch underground pipeline within the right-of-way of Fillmore Street in the Village between Austin Boulevard and Maple Park (the "Watermain"). In accordance with Section 11-135-7 of the Illinois Municipal Code (65 ILCS 5/11-135-7), the Commission is authorized to construct and maintain its watermain along, under and across any street, alley or public ground in the state.

C. Within the boundaries of the Village, Fillmore Street is under the jurisdiction of the Village and the Village maintains roadway, curbs, sidewalks, storm sewers, sanitary sewers and potable water lines within the Fillmore Street right-of-way. The Village may incorporate repair,

replacement and upgrades to its sewer and water facilities within the Fillmore Street right-of-way into the Commission's work plans for installation of the Watermain in order to realize savings with regard to construction and restoration costs.

D. The Commission and the Village have determined that it is in their respective best interests to set forth in this Agreement their understandings and commitments with regard to installation of the Watermain, concurrent improvement of Village facilities and restoration of Fillmore Street in order to serve the public interests of transparency and economic efficiency, and to decrease public inconvenience to the greatest extent possible.

NOW, THEREFORE, pursuant to Article VII, Section 10(a) of the 1970 Illinois Constitution, provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 200) and other applicable authority, and in consideration of the foregoing recitals, incorporated herein as though fully set forth, and the mutual covenants and agreements set forth herein, the Commission and Village agree as follows:

Article I: Watermain Installation

The Commission is authorized and permitted to install the Watermain through the Village within the existing Fillmore Street right-of-way from Austin Boulevard to Maple Park. Such installation shall be in accordance with the following terms and conditions:

A. Plans and Design

1. **Location.** The Commission shall cause the Watermain to be installed primarily within the southern roadway portion of the Fillmore Street right-of-way, subject to adjustments the Commission's consulting engineer and the Village Engineer deem appropriate due to field conditions. The Watermain shall be installed in compliance with the pertinent provisions of the most recent edition of the "Standard Specifications for Water & Sewer Main

Construction in Illinois" issued by the Illinois Society of Professional Engineers and pursuant to applicable law, including, but not limited to, the Oak Park Village Code and applicable statutes and administrative regulations of the State of Illinois in effect as of the date of this Agreement.

2. Roadway, Curb and Sidewalk Replacement. The Commission's work plans for installation of the Watermain shall include replacement of the entire pavement section of the Fillmore Street roadway, including, but not limited to, the asphalt surface and aggregate base, as well as replacement of all concrete curb and gutter and driveway and alley aprons on the entire south side of the Fillmore Street right-of-way and replacement of any concrete curb and gutter and driveway and alley aprons on north side of the Fillmore Street right-of-way that are damaged by Watermain construction activities, all in the manner described and depicted in the cross section plans in Exhibit A hereto.

In accordance with the work plans for installation of the Watermain, which are subject to Village approval in accordance with Section I.A.6 of this Agreement, and without cost to the Village, the Commission will replace roadway pavements within intersections of Fillmore Street and cross streets that are trenched with constituent materials that match existing pavement sections, which may be thicker or stronger than those in roadway pavements between intersections. The Commission shall replace existing soils determined by the geotechnical consultant for the Watermain project to be unsuitable for use as roadway subgrade without cost to the Village.

The Commission's work plans shall also include removal and replacement of segments of sidewalk in the vicinity of street intersections and driveway and alley aprons to the extent necessary to establish accessible crosswalks and walkways. Any other sidewalk, driveway and alley aprons, and curb and gutter that are damaged by work related to installation of the

Watermain will be removed and replaced without cost to the Village. Any landscaped areas within the Fillmore Street right-of-way that are disturbed by work related to installation of the Watermain shall be repaired without cost to the Village.

3. Village Utility Line and Facilities Relocation and Repair. Relocation, repair or replacement of Village-owned utility lines and facilities necessitated by installation of the Watermain shall be accomplished in accordance with Village specifications and approval and without cost to the Village. Repair or replacement of Village-owned facilities damaged by installation of the Watermain and related work shall be accomplished in accordance with Village specifications and approval without cost to the Village.

4. Village Water Line Interconnection. The Commission's work plans for installation of the Watermain shall include installation of up to two (2) tees and valves that will accommodate interconnection with potable water lines serving the Village. The location and dimension of the tee(s) and valve(s) shall be mutually agreed by the Commission and the Village and specified in the Installation Plans prepared in accordance with Section I.A.6 of this Agreement.

5. Village Facilities Improvements. If the Village wishes to replace or extend potable water lines or sewer lines within the Fillmore Street right-of-way, or perform any other work proximate to installation of the Watermain (including repair and replacement of sidewalks and curb and gutter north of the Fillmore Avenue centerline), such work ("Village Improvements") may be incorporated in the Commission's Watermain plans and specifications provided that the Commission has a reasonable period of time to incorporate such work into its plans. In such event, the Village shall, at its cost, cause plans and specifications for the Village Improvements to be prepared and sealed by a licensed professional engineer and forward them to

the Commission's consulting engineer for inclusion in the Commission's work plans for installation of the Watermain. The Commission shall include the Village Improvements in the contractor bidding documents for the Watermain. Upon selection of a contractor, a cost estimate for the Village Improvements shall be determined by the Commission's Superintendent and related to the Village Engineer. Within ten (10) days of receipt of the cost estimate, the Village Engineer shall notify the Commission's Superintendent whether or not the Village Improvements should be included in the Watermain construction project. If timely notification from the Village Engineer is not received by the Commission's Superintendent, the Village Improvements shall not be included in the Watermain construction project. If the Village Improvements are included in the Watermain construction project, the Village shall pay to the Commission an amount equal to 25% of the estimated cost of the Village Improvements within 30 days after award of the construction contract for the Watermain project (including any Village Improvements). The Commission shall retain such payment in a separate account as security for payment for the Village Improvements. As the Village Improvements are constructed and the Commission makes payments to the contractor for them, the Commission shall advise the Village of the amounts the Commission has paid for the Village Improvements based on contractor invoices and calculations provided by the Commission's consulting engineer, and the Village shall reimburse the Commission within 30 days after the Village receives a detailed statement of costs from the Commission. The Commission may draw on the funds in the security account established for the Village Improvements to the extent the Village does not timely reimburse the Commission for the Commission's expenditures for construction of Village Improvements. After full payment by the Village for all construction work related to the Village Improvements,

the Commission shall return to the Village all funds remaining in the security account established for the Village Improvements.

The Commission's consulting engineer shall provide construction engineering services for the Village Improvements at no cost to the Village. The Village at its cost shall be responsible for inspection and approval of installation of the Village Improvements. All documents related to construction engineering for the Village Improvements shall be provided to the Village. Change orders for Village Improvements shall be approved by the Village prior to the Commission's consulting engineer authorizing work under the change order.

6. Engineering Plans Review. The Commission shall cause detailed plans and specifications for installation of the Watermain and related construction and restoration work within the Fillmore Street right-of-way ("Installation Plans") to be submitted to the Village for review at least 30 days prior to seeking bids for such work. Within 15 days of receipt, the Village shall either approve the Installation Plans, or return them to the Commission with a notice pursuant to Section IV.J below setting forth the manner in which the Installation Plans do not comply with the terms of this Agreement. The Village's approval of the Installation Plans shall not be unreasonably withheld. If no notice from the Village is received by the Commission within 15 days of submission, the Installation Plans shall be deemed approved by the Village. The Village Engineer shall seal the approved Installation Plans as they relate to work within the boundaries of the Village.

B. Construction and Administration

1. Construction Contractor and Completion Dates. The Commission shall engage by written contract (hereinafter, the "Contract") a duly qualified construction contractor (hereinafter, the "Contractor") to carry out installation of the Watermain and related work

(including any Village Improvements) in accordance with the Installation Plans. The Commission's selection of the Contractor shall be subject to the reasonable approval of the Village. The Village reserves the authority to reject (i) the Contractor or (ii) the Contractor's bid for the Village Improvements prior to award of the construction contract for the Watermain by the Commission. In either event, the Village Improvements shall be excluded from the Contract and the Commission shall return any security deposit made by the Village in accordance with Section I.A.5 of this Agreement. Upon commencement of construction activities, the Contractor shall be required to continuously prosecute installation work and concurrently perform restoration works subject to the *force majeure* provisions in Section IV.B of this Agreement. The Contract shall specify the number of working days allowed for installation of the Watermain and any Village Improvements, and for the salient aspects of restoration work (curbs and sidewalk sections, binder course asphalt and surface course asphalt). The Contract shall specify deadlines for installation of the Watermain and Village Improvements within areas near schools specified in Section I.B.6 of this Agreement. The number of working days specified in the Contract for all aspects of the installation of the Watermain and Village Improvements shall be subject to the reasonable approval of the Village and may, in the sole discretion of the Commission's Superintendent, after consultation with the Village Engineer, be increased due to the *force majeure* provisions in Section IV.B of this Agreement or other considerations. The number of working days charged for all aspects of installation of the Watermain and Village Improvements shall be determined by the Commission's Superintendent.

2. Pre-construction Conditions. Prior to commencement of construction activities, the Commission will cause a video record of the then existing condition of the

roadway, curb and gutter, sidewalks, trees and landscaping within the Fillmore Street right-of-way to be prepared. The Village will be provided with a copy of it.

3. Tree Trimming, Protection and Replacement. Prior to the commencement of construction activities, the Commission shall submit proposed locations of tree limbs and branches scheduled for pruning to the Village for review and approval. Prior to commencement of construction activities, the Village shall cause limbs and branches of trees within the Fillmore Street right-of-way that may interfere with or be damaged by work related to installation of the Watermain to be pruned in accordance with the Village's Arboricultural Specifications Manual. The Commission shall reimburse the Village for the cost of such pruning within 30 days after receipt of a detailed invoice for the pruning work. During construction activities, trees within the Fillmore Street right-of-way shall be protected in the manner directed by Section 6.5.8 of the Village's Zoning Ordinance. Any living trees within the Fillmore Street right-of-way that are removed or damaged to the extent that their survival is jeopardized as determined by the Village Forester by work related to installation of the Watermain will be replaced or mitigated by the Village in accordance with Section 6.5.6 of the Village's Zoning Ordinance. The Commission shall reimburse the Village for the cost of such replacement and mitigation within 30 days after receipt of a detailed invoice for such work.

4. Public Notification. Prior to commencement of construction activities the Commission will cause the Contractor to install construction notification signs along each side of Fillmore Street in accordance with the pertinent provisions of the most recent edition of the "Standard Specifications for Road and Bridge Construction" issued by the Illinois Department of Transportation. At least 15 days prior to commencement of construction activities the Commission shall cause written notification of the planned Watermain installation activities to

be handed out to residents of each block immediately north and south of Fillmore Street. The content of written notification will be reviewed and approved by the Village.

5. Construction Method; Independent Inspection and Testing. Installation of the Watermain will be accomplished primarily by open trench excavation with compacted trench backfill meeting the requirements of the Installation Plans. Fillmore Street right-of-way areas in the vicinity of on-going construction activity will be fenced and barricaded during non-working hours. The Commission shall retain a consulting engineer who will be responsible for confirming compliance with the materials, installation, backfill, compaction and restoration requirements in the Installation Plans and this Agreement.

6. Construction near Schools and Churches. The Commission will use its best efforts to limit construction and restoration activity between Highland and Ridgeland Avenues and between Oak Park and Kenilworth Avenues to the period of the second week of June through the third week of the following August due to the proximity of Washington Irving School (1125 S. Cuyler Ave.) and Abraham Lincoln School (1111 S. Grove Ave.), respectively, to those streets. No construction or restoration work shall take place on Sundays within 660 feet of a church property that abuts Fillmore Street.

7. Construction Work Hours. Installation work on the Watermain and Village Improvements shall be limited to the hours and days of the week established in accordance with the Oak Park Village Code for construction work, unless the Village Engineer grants an exception for good cause shown.

8. Traffic Control and Access. Backfilling and temporary roadway surface installation will follow pipe installation as soon as reasonably possible in order to maintain two-way vehicular traffic on Fillmore Street to the greatest extent possible. Streets crossing Fillmore

Street shall remain open for traffic except when pipe is being installed across an intersection or restoration work is being done within an intersection. The Contractor shall reinstate vehicular traffic by the end of each work day at the intersections of Fillmore Street with Home Avenue, Oak Park Avenue, East Avenue, Ridgeland Avenue, Kenilworth Avenue, Grove Avenue, and Cuyler Avenue. The Commission shall maintain emergency access on Fillmore Street at all times.

9. On-Street Residential Parking. The Village shall allow and permit residents of dwelling units adjacent to the Fillmore Street right-of-way to park their vehicles on streets crossing Fillmore Street during the day and overnight for so long as installation and restoration work limits access to their garages and off-street parking spaces.

10. Village Water for Contractor Use. The Village will allow the Contractor and its subcontractors to obtain water from the Village potable water system for use during installation of the Watermain at Village fire hydrants. The Village shall require metering of such water use and direct the manner in which such water may be obtained. The Village shall invoice the Commission for such water use at the Village's standard rates, and the Commission shall pay the invoices within 30 days of receipt.

11. Notification. The Commission will designate a representative who will keep a designated Village staff liaison informed of the status of Watermain installation work on a regular basis and will, upon request of the Village, meet with Village staff at mutually convenient times. The designated Village staff liaison will be invited to and may participate in meetings of Commission's consulting engineer and contractor representatives prior to, during and after installation of the Watermain. The Commission will provide the Village with names, addresses and telephone numbers of Commission staff, the Commission's consulting engineer

and contractor representatives who can be notified by the Village at any time, 24 hours a day, regarding matters related to the Watermain installation.

C. Insurance, Bonds and Indemnification, Contractor Penalties

1. Liability Insurance. The Commission shall require the Contractor to provide the Village with the certificates and endorsements of insurance policies in accordance with the required insurance coverage provisions attached to this Agreement as Exhibit B. The Village, officers, employees, volunteers and agents shall be additional insureds on a non-contributory basis under those policies.

2. Performance and Completion Security. The Commission shall require the Contractor to include the Village as a beneficiary of a performance bond and a labor and materials payment bond securing proper completion of installation of the Watermain, Village Improvements, and restoration work in the amount of 110% of the accepted bid amount.

3. Indemnification. The Commission, without regard to the availability or unavailability of any insurance covering the Village, shall indemnify the Village and its officials, officers, employees, representatives, agents and volunteers against, and hold the Village its officials, officers, employees, representatives, agents and volunteers harmless from, any and all lawsuits, claims, demands, damages, liabilities, losses and expenses (including without limitation attorneys' fees and administrative expenses), that may be sustained or incurred as a result of or in connection with the Commission's performance, or failure to perform, under this Agreement, regardless of whether due or claimed to be due in whole or in part to the active, passive or concurrent negligence or willful misconduct or fault of the Commission. Nothing in this Section I.C.3 or in any other section of this Agreement is intended to constitute, nor may be deemed or construed to constitute, a waiver by either the Commission or the Village of the defenses

available to them under the Illinois Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

4. Contractor Penalty. The Contract shall require deduction of liquidated damages for failure to complete contracted work within the number of working days specified in the Contract or as determined by the Commission's Superintendent in accordance with Section I.B.1 of this Agreement, whichever is greater. The amount of liquidated damages per working day shall be determined in accordance with the schedule in Section 108.10 of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation as of January 1, 2012. The Commission will deduct liquidated damages from any monies due the Contractor from the Commission. The Commission will pay the Village 30% of the amount of liquidated damages deducted from monies due to the Contractor. Payment to the Village will be made after the Commission makes its final payment to the Contractor.

Article II: Restoration and Post-Construction

A. Restoration. The Commission shall cause restoration of the aggregate base, roadway pavements, sidewalks, curb and gutter, driveway and alley aprons, and landscaped parkways within the Fillmore Street right-of-way to be completed by the Contractor in accordance with the Installation Plans and the requirements of this Agreement.

B. Post – Construction Requirements

1. Contractor Guarantee. The Commission shall cause the Contractor to guarantee all workmanship and materials provided for installation of the Watermain and Village Improvements and restoration work within the Fillmore Street right-of-way for a period of one year for all pavements and a period of one year for landscaped areas following completion of

segments of the Watermain and Village Improvements installation and the required restoration work as are established in the Contract.

2. Commission Repair Work. The Commission shall repair all damage to the roadway, sidewalk, curb and gutter, and driveway and alley apron work done by the Contractor due to installation deficiencies, or materials failure for a period of two years after final payment to the contractor and for a period of five years for subsidence.

3. Lien Waivers. The Commission shall obtain waivers of lien, executed and in proper and legal form, from the Contractor and sub-contractors that performed work or supplied materials for the Watermain installation and related work. The Commission shall provide copies of all such waivers of lien to the Village.

4. "As Built" Plans. The Commission shall obtain or prepare "as built" plans locating and showing the vertical and horizontal location of the Watermain and any other improvements installed within the Fillmore Street right-of-way incidental to installation of the Watermain. The Commission shall provide a copy of said "as built" plans to the Village in computer aided design (CAD) and pdf file formats as well as full sized mylar prints.

5. Watermain Repair. Throughout the term of this Agreement, if at any time after initial installation of the Watermain the Commission needs to reopen any portion of Fillmore Street to perform repairs or other work on the Watermain, the Commission will give the Village ten days' notice of its intention to commence such repairs or other work, except in cases of emergency where it shall give notice as is reasonable under the circumstances. All areas damaged or disturbed due to performance of such repairs or other work will be restored to their then pre-existing condition.

C. Village Water Use. Throughout the term of this Agreement, the valves installed to provide interconnection of the Village's water line with the Watermain pursuant to Section I.A.4 of this Agreement shall remain closed except when the Village needs to obtain water from the Watermain on an emergency basis. The Village's use of and payment for water obtained from the Watermain shall be in accordance with the terms of a separate agreement between the Commission and the Village entered into concurrently with this Agreement.

Article III: Permits and Approvals

This Agreement shall constitute and stand in place of all Village permits that may be required for installation of the Watermain and related work within the Village, and shall constitute an assignment of all Village rights under existing public utility franchise agreements to the extent required or useful to the Commission or its contractor(s) to install the Watermain. The Village hereby waives any Village requirements for permitting, registration, licensing, insurance and bonding for the Contractor and its subcontractors for work related to installation of the Watermain and Village Improvements. The Village hereby agrees to execute any and all permit applications, approvals, waivers, consents or other documents that may be necessary for the Commission to obtain permits and approvals required from any county, state or federal agency for installation of the Watermain and related work, or to cause relocation of public utility facilities, or in connection with any and all work to be done by or on behalf of the Commission within the Village.

Ridgeland Avenue is an unmarked State of Illinois highway under the jurisdiction of the Illinois Department of Transportation and the Commission and the Contractor shall obtain all required permits for the installation of the Watermain, pavement restoration, and Village Improvements occurring within the Ridgeland Avenue right-of-way.

Article IV: Miscellaneous Provisions

A. Termination.

1. Failure of Collateral Requirements. Notwithstanding any other provision or recital in this Agreement, at any time prior to commencement of construction of the Watermain the Commission may unilaterally terminate this Agreement by notice to the Village if the Commission is unable to obtain land, authorizations, permits, easements, access rights, approvals, commitments or financing necessary or appropriate to complete the planned upgrade of its water transmission service from the City of Chicago which includes installation of the Watermain.

2. Failure to Start. This Agreement shall automatically terminate if construction of the Watermain has not commenced within three years of the effective date of this Agreement. Such termination shall not preclude any other agreement between the Parties for the same or similar purpose.

B. Force Majeure. The Commission shall not be liable or in default for a reasonable delay of Watermain installation, restoration or related work, or for failure to perform any other of its obligations under this Agreement, due to fire, flood, weather conditions, natural disaster, national emergency or war, labor dispute, contractor default, or inability to obtain necessary materials and equipment, provided it gives prompt notice of such occurrence to the Village.

C. Sufficient Funds. The Commission warrants to the Village that, as of the date of this Agreement, sufficient funds are currently available to the Commission to comply with the terms of this Agreement and to design and install the Watermain, and to complete the restoration work required by this Agreement in accordance with the Installation Plans. The Village warrants to the Commission that sufficient funds are currently available to the Village to comply with the

terms of this Agreement and pay for design engineering and installation of the Village Improvements.

D. Water Allocation. The Commission represents and warrants to the Village that each of its constituent municipalities has obtained and will obtain from time to time appropriate approvals for Lake Michigan water allocations for the water to be transported through the Watermain. The Commission further represents and warrants that it has and will maintain contracts with the City of Chicago to provide its constituent municipalities a sufficient supply of Lake Michigan water in accord with approved allocations.

E. Term. Unless terminated in accordance with the provisions of Section IV.A, the terms and provisions of this Agreement shall be binding upon the Parties for so long as the Watermain is planned, under construction or actively used by the Commission for transmission of water to the Commission's distribution facilities.

F. Integration and Amendment. This Agreement and the exhibits hereto set forth all promises, inducements, agreements, conditions and understandings of the Parties relative to installation of the Watermain and related work, and there are no promises, inducements, agreements, conditions or understandings, oral or written, express or implied, between the Parties other than those written herein. No amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them pursuant to duly adopted ordinances or resolutions.

G. Successors and Assigns. This Agreement shall be binding on successor entities of the Village and Commission, including any public or private entity that obtains ownership and control of the Commission's facilities and operations. The rights and obligations of this Agreement may not be assigned to any entity other than a successor entity.

H. Applicable Law and Construction; Severability; Venue. This Agreement shall be governed by the laws of the State of Illinois. In the event a court of competent jurisdiction finds any term or provision this Agreement invalid or unenforceable, such finding as to that portion shall not affect the validity or enforceability of the balance of this Agreement, and to that end all terms and provisions of this Agreement are declared to be severable. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

I. Remedies. Any Party may by civil action, mandamus, injunction, or other proceeding, enforce and compel performance of this Agreement, or seek damages for breach of this Agreement. Before such action is taken, the Party claiming breach shall notify in writing the Party alleged to have breached and specify the alleged breach and demand performance or payment. Absent an emergency situation, no lawsuit or claim shall be filed alleging breach of this Agreement until 30 days after demand for performance or payment has been made to the alleged breaching Party. The court costs and reasonable fees of attorneys for the Party that prevails in any such action, whether by judgment or agreed order, shall be paid by the opposing Party, as determined by the presiding judge.

J. Notices. All notices and other communications given pursuant to pursuant to this Agreement must be in writing and will be deemed property served if delivered on the first day after placement with an overnight courier service or on the third day after deposit in the U.S. Mail as registered or certified, return receipt requested, postage prepaid, as follows:

If to the Village:

Village of Oak Park
Attention: Village Manager
123 Madison Street
Oak Park, IL 60302

If to the Commission:

Brookfield-North Riverside Water Commission
Attention: Superintendent
8636 Brookfield Avenue
Brookfield, IL 60513

K. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, and no claim by any person or entity of the status of third party beneficiary under this Agreement shall be valid against the Village or the Commission.

L. Plan Preparation. The Village shall be named as additional owners of all engineering studies and documents prepared by the Commission and its agents or contractors including, but not limited to, geotechnical and environmental investigations and reports; topographic surveys, engineering design plans for the Commission's Watermain, and as-built design files.

M. Environmental Liability. There Commission shall remove and dispose of all soils according to Illinois Environmental Protection Agency requirements disturbed with the construction of the Commission's Watermain and the Village Improvements without cost to the Village. The Village makes no guarantees as to the conditions or constituents of the soils within the Village of Oak Park. Any soil being imported to the Village from a foreign site shall meet Illinois Environmental Protection Agency TACO Tier 1 residential requirements.

N. Counterparts; Facsimile/PDF Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

O. Effective Date. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

P. **Binding Authority.** The individuals executing this Agreement on behalf of the Commission and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their respective presiding officers pursuant to proper authorization of their respective governing bodies as of the date first above written.

VILLAGE OF OAK PARK

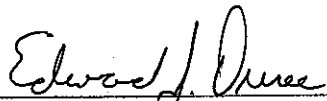
By: 
Cara Pavlicek
Village Manager

Dated: 9/24/15

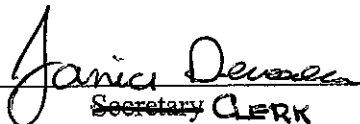
Attest: 
Teresa Powell, Village Clerk

Dated: 9/24/15

BROOKFIELD-NORTH RIVERSIDE
WATER COMMISSION

By: 
Edward J. Durec
Chairman

Dated: 10/14/2015

Attest: 
Secretary **CLERK**

Dated: 10/14/15

REVIEWED AND APPROVED
AS TO FORM

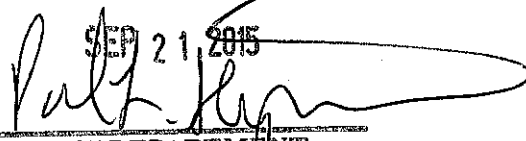
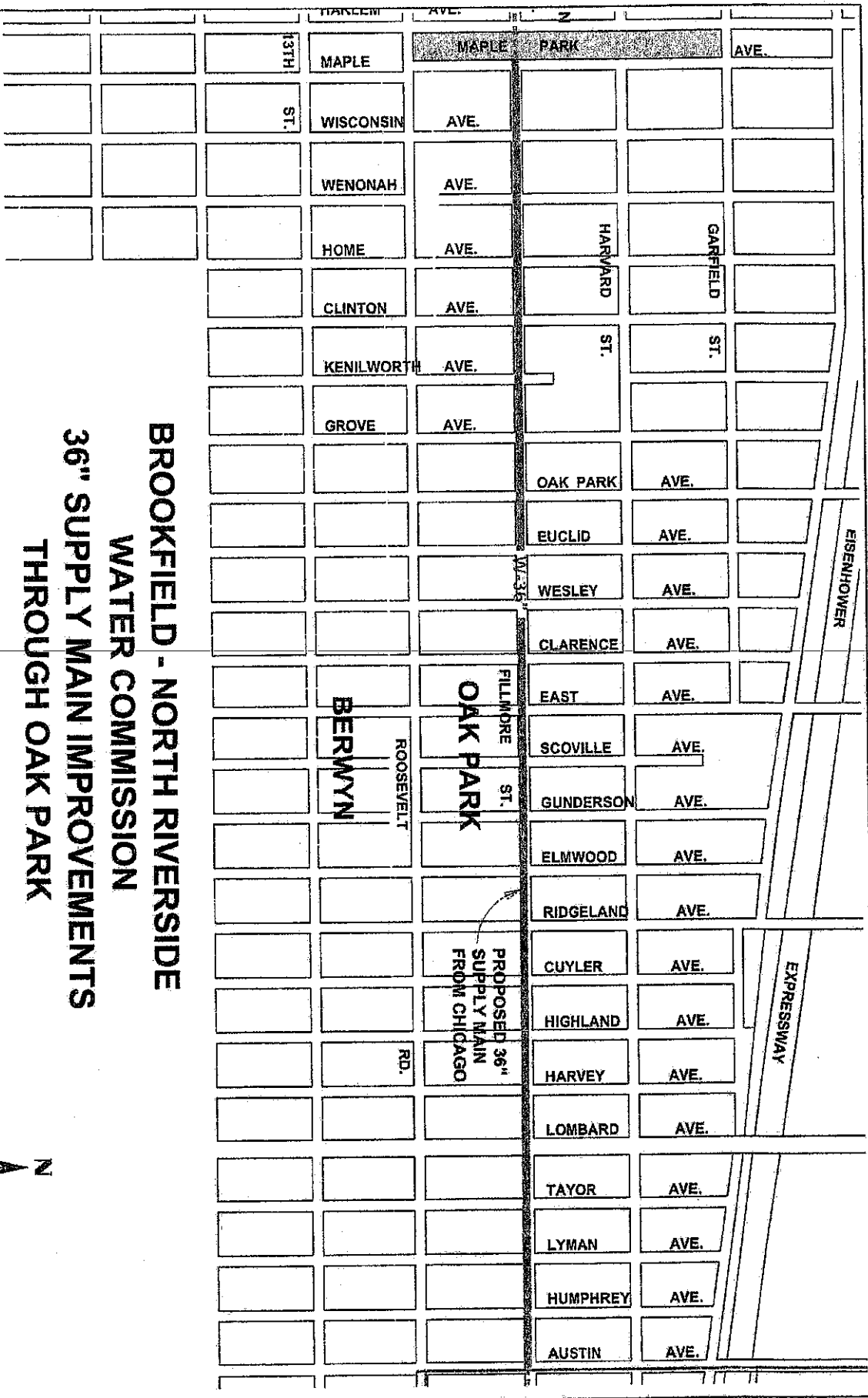

SEP 21 2015
LAW DEPARTMENT

Exhibit A

Watermain Route Plan & Typical Cross Section Plans



BROOKFIELD - NORTH RIVERSIDE
WATER COMMISSION
36" SUPPLY MAIN IMPROVEMENTS
THROUGH OAK PARK

Frank Novotny & Associates, Inc.



Civil Engineers
 825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132
 Illinois Professional Design Firm No. 184-000928



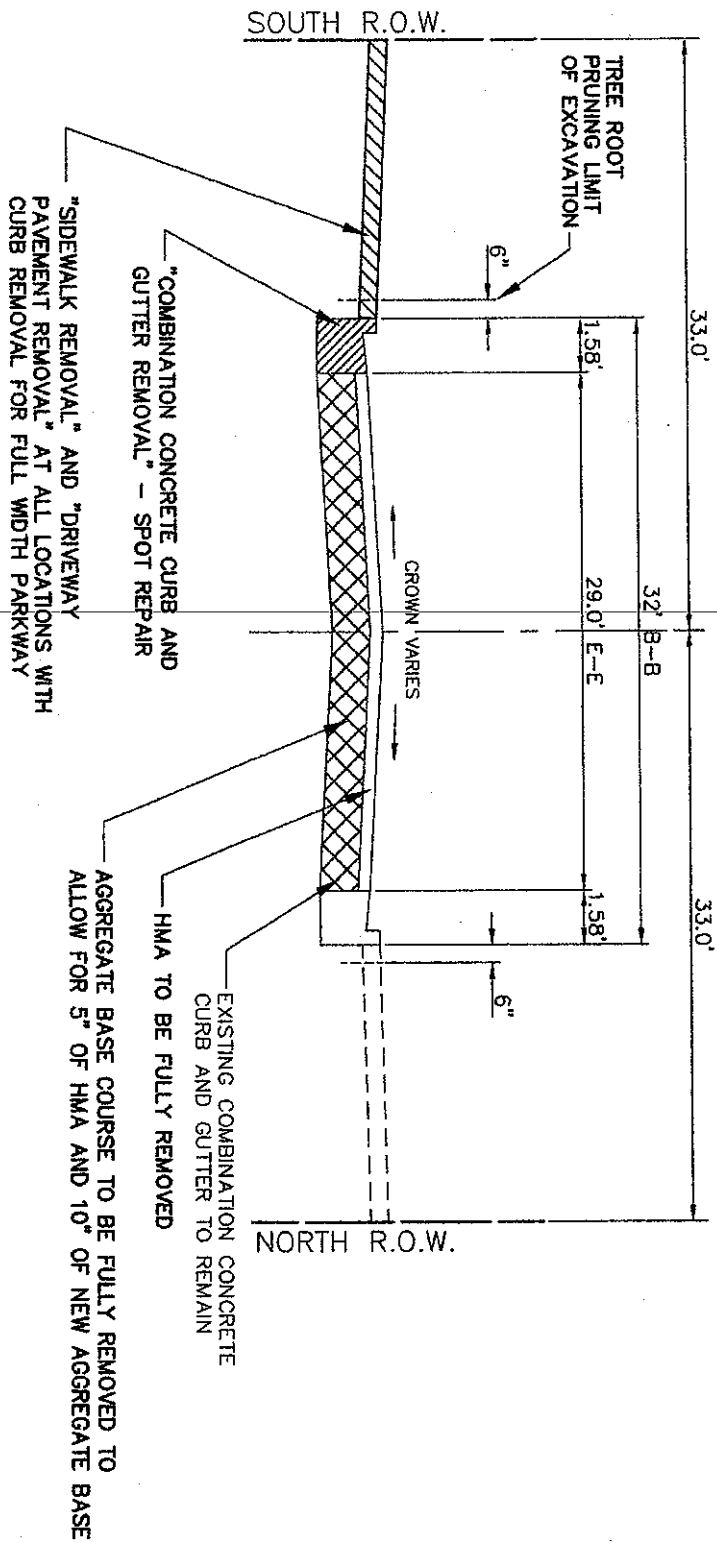
EXHIBIT A

1"=800' **1 OF 5**

VILLAGE OF OAK PARK

FILMORE STREET

AUSTIN BOULEVARD TO HARVEY AVENUE AND GUNDERSON AVENUE TO SCOVILLE AVENUE



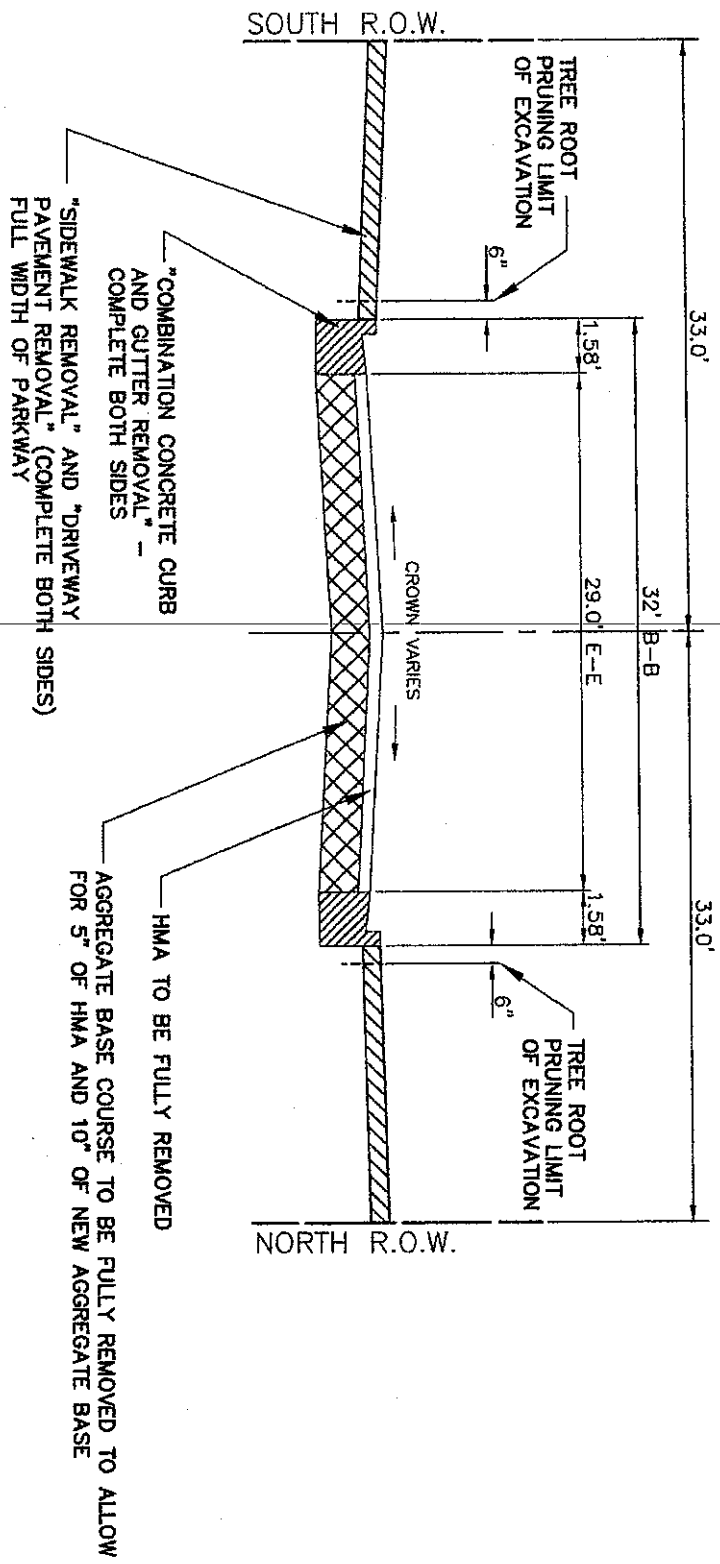
EXISTING

TYPICAL CROSS SECTION

VILLAGE OF OAK PARK

FILMORE STREET

HARVEY AVENUE TO GUNDERSON AVENUE AND SCOVILLE AVENUE TO MAPLE AVENUE



EXISTING

TYPICAL CROSS SECTION

"PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH" OR
"PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH" (AS PUBLIC
SIDEWALK, SERVICE WALK, AND CARRIAGE WALK) OR "SODDING" AND
"TOPSOIL FURNISH AND PLACE, 4 INCH"



***SANDY/SILTY SOILS ONLY**

EXHIBIT A
4 OF 5

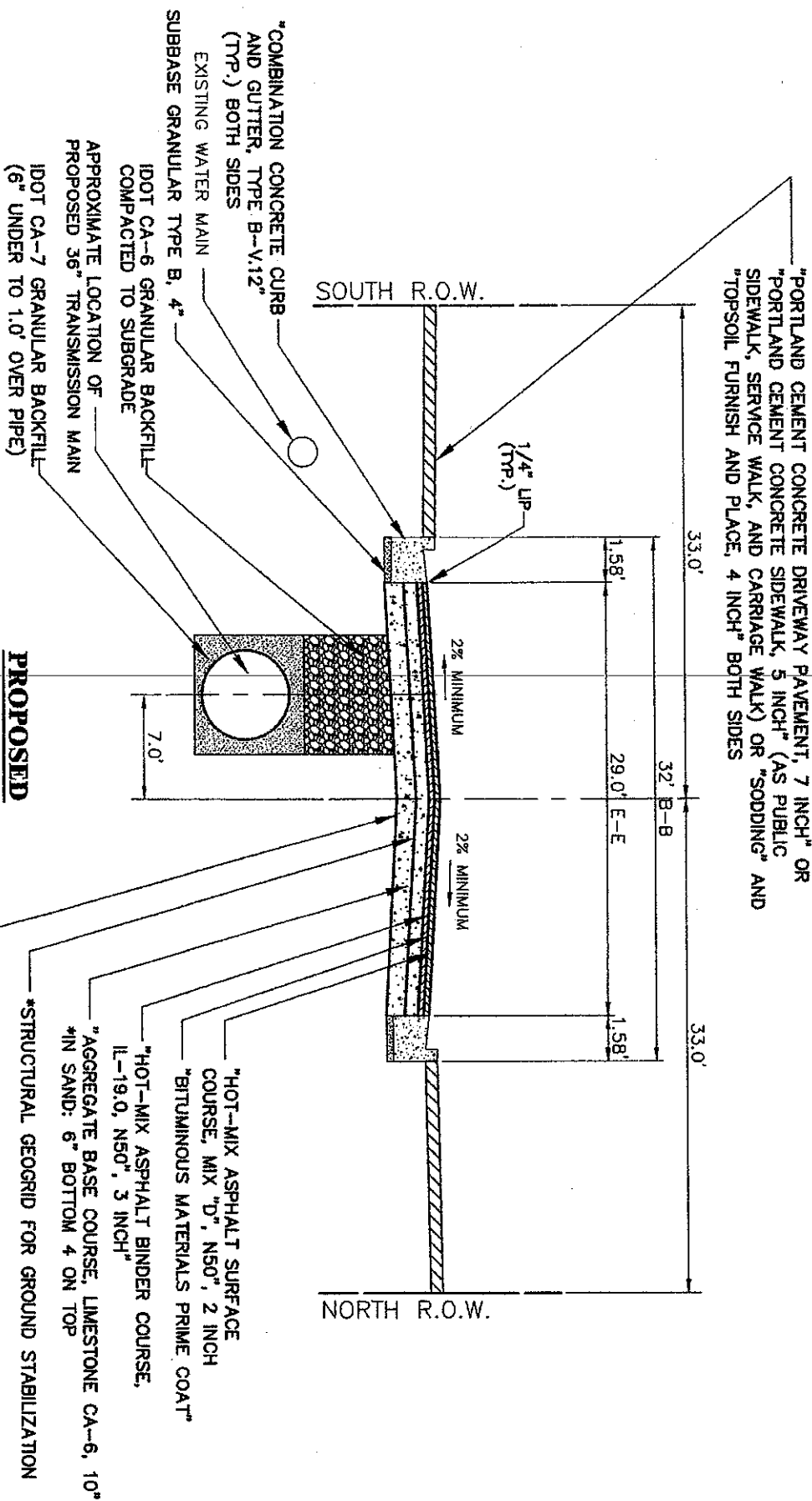
VILLAGE OF OAK PARK

FILMORE STREET

HARVEY AVENUE TO GUNDERSON AVENUE

AND

SCOVILLE AVENUE TO MAPLE AVENUE



TYPICAL CROSS SECTION

PROPOSED

Exhibit B

Required Insurance Coverage

Section 1. Commercial General and Umbrella Liability Insurance.

A. Aggregate Limits. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$ 2,000,000 for each occurrence and an aggregate annual limit of \$ 5,000,000. If such CGL insurance contains a general aggregate limit, it must apply separately to the Village.

B. Required Commercial General Liability Insurance Form. CGL insurance must be written on Insurance Services Office (ISO) occurrence form CG 00 01 IO 93, or a substitute form providing equivalent coverage, and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and must not be endorsed to exclude claims arising from athletic participation.

C. Village as Additional Insured. The Village, its officers, officials, employees, agents, and volunteers shall be named as an additional insured on all insurance policies set forth herein except workers' compensation. The Commission's construction contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, representatives, agents and volunteers.

Section 2. Business Auto and Umbrella Liability Insurance.

A. Required Auto Insurance. Business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000.00 per each accident/occurrence. Such insurance must cover liability arising out of any auto including owned, hired, and non-owned autos.

B. Required Auto Insurance Form. Business auto insurance must be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy must be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Section 3. Workers Compensation Insurance.

Workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits must not be less than \$1,000,000.00 for each accident for bodily injury by accident or \$1,000,000.00 for each employee for bodily injury by disease.

Section 4. General Insurance Provisions.

A. Evidence of Insurance. Prior to start of construction, the Village must receive certificates of insurance and all required policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- (i) Required Notice to Village. All certificates must provide for written notice of 30 days to the Village prior to the cancellation or material change of any insurance referred to therein.
- (ii) No Waiver if Village Fails to Demand. Failure of the Village to demand a certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided may not be construed as or deemed to be a waiver of the general contractor's obligation to maintain such insurance.
- (iii) Certified Copies Provided to Village. If requested by the Village, the Contractor shall provide certified copies of all insurance policies required above within 10 days after the request is made.

B. Acceptability of Insurers. For insurance companies that obtain a rating from A. M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, then the Village has the right to reject insurance written by an insurer it deems unacceptable.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the general contractor may be asked to reduce or eliminate such deductibles or self-insured retentions in respect to the Village and its officers, officials, employees, volunteers, and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
BROOKFIELD NORTH RIVERSIDE WATER COMMISSION
AND VILLAGE OF OAK PARK
FOR PROVISION OF AN EMERGENCY WATER SUPPLY
TO THE VILLAGE OF OAK PARK**

This Intergovernmental Agreement for Emergency Water Supply ("Emergency Water Agreement") is made as of September 24, 2015 by and between Brookfield-North Riverside Water Commission, an Illinois unit of local government organized under Article 11, Division 135 of the Illinois Municipal Code (the "Commission") and the Village of Oak Park, an Illinois municipal corporation and home rule unit (the "Village").

WHEREAS, the Commission, on behalf of its constituent communities, and the Village each have a long term agreement with the City of Chicago ("Chicago") for their primary potable water supply based on a negotiated wholesale price; and

WHEREAS, by a separate intergovernmental agreement dated concurrently with this Emergency Water Agreement the Commission and the Village have established terms and conditions whereby the Commission can install and maintain a watermain in the right-of-way of Fillmore Street within the Village (the "Fillmore Watermain") for the purpose of transmission of potable water from Chicago to the Commission's distribution system (the "Watermain Agreement"); and

WHEREAS, the Watermain Agreement permits interconnection of the Village's potable water system with the Fillmore Watermain at up to two (2) locations in order to provide the Village with a source of potable water on an emergency basis; and

WHEREAS, the Commission and the Village desire to confirm the terms and conditions for the Village's use of and payment for water obtained from the Fillmore Watermain.

NOW THEREFORE, in accordance with their authority under the intergovernmental cooperation provisions of the 1970 Illinois Constitution, the Illinois Intergovernmental Act and other applicable authority, and in consideration of Section II.C of the Watermain Agreement and the recitals and agreements set forth herein, the Commission and the Village agree as follows:

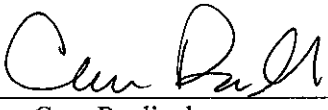
1. If the Village's potable water supply connection with the City of Chicago fails or must close for an extended period of time such that the Village determines an interim supply of water is necessary, the Village may obtain water from the Fillmore Watermain.

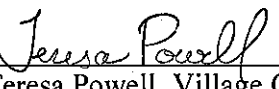
2. The Village shall notify the Commission's Superintendent of the Village's intent to obtain water from the Fillmore Watermain, and the expected duration thereof orally or in writing.
3. The Village shall be responsible for any required notification to the City of Chicago and State of Illinois agencies regarding obtaining water from the Fillmore Watermain and for providing, installing and maintaining all equipment, such as backflow prevention devices and meters, that the City of Chicago and state agencies may require for obtaining water from the Fillmore Watermain.
4. The Village will use its best efforts to minimize the duration of its use of water from the Fillmore Watermain. The Commission's Superintendent shall determine the duration, rate of draw, and total volume of water use by the Village, regardless of nature and extent of the Village's need for an interim water supply.
5. While the Village is obtaining water from the Fillmore Watermain, the Village shall have qualified personnel available on a 24/7 basis to monitor and regulate the Village's use of the water as directed by the Commission's Superintendent.
6. The Commission's Superintendent will use his best efforts to determine the volume of water the Village obtained from the Fillmore Watermain based on the difference between the amount of water the Commission purchased from Chicago and the amount of water conveyed to the Commission's constituent communities during the time period the Village obtained water from the Fillmore Watermain. The Commission's Superintendent may, in his sole discretion, require the Village to meter the volume of water the Village obtains from the Fillmore Watermain.
7. The Village will pay the Commission for the water the Village obtained from the Fillmore Watermain at a rate equal to the wholesale price the Commission paid to Chicago at the time the Village obtained the water, which price may vary from time to time due to increases assessed by Chicago. Payment shall be made within 30 days after receipt of an invoice from the Commission.
8. This Emergency Water Agreement shall be in full force and effect for the term of the Watermain Agreement, and shall not be deemed to amend or supersede any terms and provisions in the Watermain Agreement.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their respective officials pursuant to proper authorization of their respective governing bodies as of the date first above written.

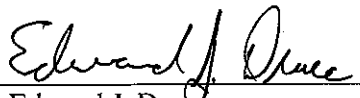
[Remainder of this page intentionally left blank. Signature page follows.]

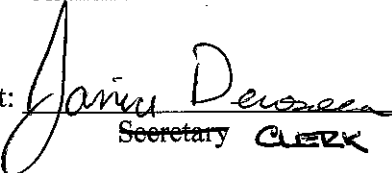
VILLAGE OF OAK PARK

By: 
Cara Pavlicek
Village Manager

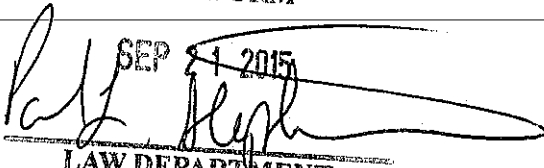
Attest: 
Teresa Powell, Village Clerk

BROOKFIELD-NORTH RIVERSIDE
WATER COMMISSION

By: 
Edward J. Durec
Chairman

Attest: 
Secretary **CLERK**

REVIEWED AND APPROVED
AS TO FORM


SEP 21 2015
LAW DEPARTMENT

ORIGINAL

RES 15-394_L_092115

RESOLUTION

**A RESOLUTION APPROVING INTERGOVERNMENTAL
AGREEMENTS WITH THE BROOKFIELD-NORTH RIVERSIDE WATER COMMISSION
FOR THE INSTALLATION OF A WATERMAIN AND FOR THE PROVISION OF
AN EMERGENCY WATER SUPPLY TO THE VILLAGE OF OAK PARK
AND AUTHORIZING THEIR EXECUTION**

WHEREAS, the Village of Oak Park ("Village") proposes to enter into an Intergovernmental Agreement with the Brookfield North Riverside Water Commission ("Commission"), for the Commission's installation of a watermain on Fillmore Street in the Village ("Watermain Agreement"), attached hereto and incorporated herein by reference; and

WHEREAS, the Village also proposes to enter into an Intergovernmental Agreement with the Commission for the provision of an emergency water supply by the Commission to the Village ("Emergency Water Supply Agreement"), attached hereto and incorporated herein by reference; and

WHEREAS, ~~Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 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; and

WHEREAS, Village and the Commission are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and are thus authorized to enter into the Intergovernmental Agreements; and

WHEREAS, the Village has determined to enter into the Intergovernmental Agreements with the Commission and authorize their execution in substantially the form attached.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, as follows

Section 1. Recitals Incorporated. The above recitals are incorporated into this Ordinance and shall have the same force and effect as though fully set forth herein.

Section 2. Approval and Execution of Water Main Agreement. The Water Main Agreement is approved in substantially the form attached and the Village Manager is authorized to execute the Agreement.

Section 3. Approval and Execution of Emergency Water Supply Agreement. The Emergency Water Supply Agreement is approved in substantially the form attached and the Village Manager is authorized to execute the Agreement.

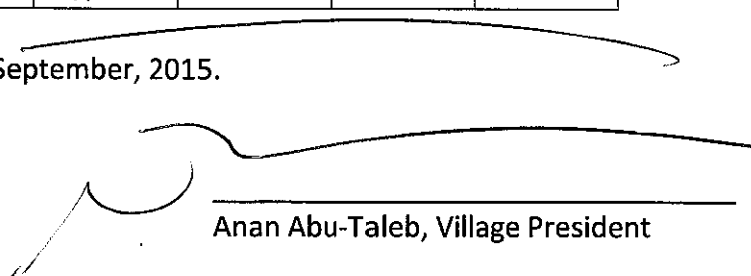
Section 4. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All ordinances, resolutions and motions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and effect after its adoption and approval as provided by law.

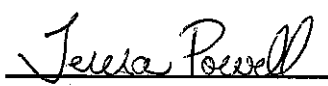
ADOPTED this 21st day of September, 2015 pursuant to a roll call vote as follows:

	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	X			
Trustee Brewer	X			
Trustee Lueck				X
Trustee Ott	X			
Trustee Salzman	X			
Trustee Tucker	X			

APPROVED this 21st day of September, 2015.


Anan Abu-Taleb, Village President

ATTEST


Teresa Powell, Village Clerk