

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE  
OF STICKNEY, ILLINOIS, AND THE VILLAGE OF FOREST VIEW, ILLINOIS,  
FOR IMPROVEMENTS TO AND REPAIRS AND MAINTENANCE OF  
45TH STREET FROM HARLEM AVENUE TO OAK PARK AVENUE**

This Intergovernmental Agreement (the "Agreement") is made this 7<sup>th</sup> day of January 2020, by and between the Village of Stickney, an Illinois municipal corporation ("Stickney") and the Village of Forest View, an Illinois municipal corporation ("Forest View"), collectively referred to as the "Parties", and the Parties hereby agree as follows:

WHEREAS, Stickney and Forest View are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Stickney and Forest View share jurisdiction over 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue pursuant to Section 2-104 of the Illinois Highway Code (605 ILCS 5/2-104) and are thereby authorized to maintain 45th Street from Harlem Avenue to Oak Park Avenue where Stickney maintains the north half of the street and Forest View maintains the south half; and

WHEREAS, the centerline of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue is the common corporate boundary line between Stickney and Forest View. Consequently, Stickney and Forest View share jurisdiction for the maintenance of 45th Street from Harlem Avenue to Oak Park Avenue where Stickney has jurisdiction over the north half of the street and Forest View has jurisdiction over the south half; and

WHEREAS, Stickney and Forest View desire to improve, repair and maintain the right-of-way of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue; and

WHEREAS, Stickney and Forest View desire to enter into this Agreement to set forth their respective responsibilities regarding the improvements, repairs and maintenance of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

## **2.0 PROJECT DESCRIPTION.**

2.1 The improvements to the right-of-way of 45<sup>th</sup> Street consist of the design, construction and rehabilitation of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue (hereinafter referred to as the "Project"). The current Estimate of Costs for the Project is attached hereto marked as "Attachment A" and made a part hereof and incorporated herein.

2.2 Stickney will be the lead agency on the Project. Frank Novotny & Associates, Inc., D/B/A Novotny Engineering, ("Novotny") acting as Stickney Village Engineer, will be the lead Engineer for the Project. Edwin Hancock Engineering (D/B/A Hancock Engineering), acting as Forest View Village Engineer, will perform certain engineering services as subconsultant to Novotny as specified in an Engineering Design and Construction Services agreement between Stickney and Novotny, a copy of which is attached hereto marked as "Attachment B" and made a part hereof.

2.3 Stickney previously received grant funds in the amount of \$250,000 from Cook County, Illinois to fund the Project as approved by a separate Intergovernmental Agreement between Cook County and Stickney. Cook County and Stickney Intergovernmental Agreement is attached hereto marked as "Attachment C". Stickney will share the total Cook County grant amount received for the Project equally with Forest View.

2.4 Stickney will fund the balance of their Project costs with Illinois Motor Fuel Tax funds. Therefore, the Project will require review and approval by the Illinois Department of Transportation ("IDOT").

2.5 Forest View will fund the balance of their Project costs with local funds previously obligated for the Project.

2.6 The final Project design and construction engineering costs will be shared equally by Stickney and Forest View. The Project design and construction engineering costs are as specified in the Agreement for Engineering Services for Preliminary Engineering, Design Engineering, and Construction Engineering as provided for in Attachment B.

2.7 Stickney and Forest View will equally share the Project construction costs for all roadway construction work for the following Contract work: earth excavation, aggregate subgrade improvement, and traffic control and protection. The scope of these shared costs may be extended by written agreement of the parties.

2.8 Stickney and Forest View will fund the Project construction costs and all related costs separately for additional roadway construction work and right-of-way work performed

within their respective municipal boundaries (“Additional Work”). Specifically, Stickney is responsible for the cost of Additional Work on property north of the center-line of the right-of-way line on 45<sup>th</sup> Street and Forest View is responsible for Additional Work on the property south of the center-line of the right-of-way line on 45<sup>th</sup> Street.

2.9 Stickney and Forest View Project construction cost obligations will be based on the awarded Contract unit prices and measured in place as constructed Contract quantities, as reviewed and approved by Stickney and Forest View, respectively, and in compliance with the Contract Project Special Provisions and plans, attached hereto and incorporated herein as “Attachment D”. In accordance with Section 2.8, cost of Additional Work will be paid for by either Stickney or Forest View based on the location of the extra work performed in compliance with above Sections 2.7 and 2.8. In other words, if the work provided for in this paragraph is on the north side of the right-of-way line, Stickney is responsible for payment and if the work is on the south of the right-of-way line, Forest View is responsible for payment.

2.10 The Project will be publicly advertised for competitive bids by Stickney in compliance with IDOT requirements and the Illinois Municipal Code. Bids will be received and publicly opened at the office of the Stickney Clerk on a date and time to be determined. Both Stickney and Forest View shall be required to have their respective corporate authorities review the Bids. A Contract will be awarded by Stickney on a unit price basis to the lowest responsive and responsible bidder pending receipt of written concurrence of award by Forest View.

2.11 The Project was designed and shall be constructed in strict compliance with the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, as amended and as supplemented by the applicable Supplemental Specifications and Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition-Revision 1, 2014).

### **3.0 FOREST VIEW'S RESPONSIBILITIES.**

3.1 Upon receipt of the invoices from Stickney as provided in Section 4.3 below, Forest View shall reimburse Stickney for its portion of the Project costs within thirty (30) days. Forest View's portion of the Project costs shall be for Forest View's design and construction engineering costs plus Forest View's construction costs.

3.2 Forest View shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the Project.

3.3 Forest View hereby grants Stickney a non-exclusive license ("License") to enter onto, cross over, and use Forest View' portion of the public right-of-way of 45<sup>th</sup> Street from

Harlem Avenue to Oak Park Avenue for undertaking the Project. The term of the License shall be for a period beginning as of the date of this Agreement and terminating on Forest View's acceptance, in writing, of the Project. Forest View reserves the right to terminate this License if Stickney fails to comply with or abide by each and all the provisions of this Agreement. If Forest View terminates this Agreement or this License as a result of Stickney's failure or the failure of any of its consultants or contractors to comply with the terms hereof, Stickney shall be responsible for promptly removing any improvements, temporary structures, fixtures, shelters, attachments, vehicles, equipment, or any other items from the License area and restoring said area to the conditions which existed prior to Stickney's entry thereon.

#### **4.0 STICKNEY'S RESPONSIBILITIES.**

4.1 Stickney shall be responsible for the design and construction of the Project, subject to Forest View's review and approval of Forest View's portion of the Project, including the selection of Project vendors and compliance with applicable laws.

4.2 Stickney shall pay all Project vendors for the design, construction engineering and construction of the Project. Stickney shall submit the invoices from the Project vendors' design, construction engineering and construction of the Project to Forest View for reimbursement.

4.3 Upon the receipt of invoices from the Project vendors, Stickney shall invoice Forest View, not more frequently than monthly for Forest View's portion of the services rendered and the construction installed in the preceding month of the Project. The invoices shall describe the invoice period, the services rendered, the hours of services performed for the Project, hourly rate(s) for the services completed, the pay items, unit prices and quantities installed and approved for payment to the Contractor.

4.4 Stickney shall require that its Project vendors providing professional services for the Project procure and maintain general comprehensive liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and workers' compensation insurance covering all of the vendor's employees with a limit of \$500,000.00 (collectively, the "Insurance Coverage").

4.4.1 The professional liability insurance shall provide indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

4.4.1.1 Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

4.4.1.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

4.4.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Project vendor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

4.4.3 Provide a certified copy of the actual policy for review.

4.5 Stickney shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the Project.

4.6 Stickney hereby grants Forest View a non-exclusive license ("License") to enter onto, cross over, and use Stickney's portion of the public right-of-way of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue for inspecting the Project. The term of the License shall be for a period beginning as of the date of this Agreement and terminating on Forest View's acceptance, in writing, of Forest View's portion of the Project. Stickney reserves the right to terminate this License if Forest View fails to comply with or abide by each and all the provisions of this Agreement. If Stickney terminates this Agreement or this License, as a result of Forest View's failure, or the failure of any of its consultants or contractors, to comply with the terms hereof, Forest View shall be responsible for promptly removing any improvements, temporary structures, fixtures, shelters, attachments, vehicles, equipment, or any other items from the License area and restoring said area to the conditions which existed prior to Forest View's entry thereon.

## **5.0 INSURANCE AND INDEMNIFICATION.**

5.1 Stickney and Forest View shall each indemnify, hold harmless, and defend the other or any of their officials, employees, or agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expenses of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent and/or willful acts or omissions of the other or their employees, officials (elected and appointed), agents and contractors in their performance under this Agreement and/or entry onto the other's property, provided, however, that Forest View shall not be obligated to indemnify, hold harmless and defend Stickney for any negligent or intentional wrongful acts or omissions by Stickney officials, employees, agents, contractors or personnel; and Stickney shall not be obligated to indemnify, hold harmless and defend Forest View for any negligent or intentional wrongful acts or omissions by Forest View officials, employees, agents, contractors or personnel.

5.2 Stickney shall each require each Project vendor responsible for the design, construction or monitoring of the Project to name Stickney as additional insured parties on the Project vendor's liability insurance policy. Further, Stickney requires that their Project vendors indemnify, defend and hold harmless Stickney, its officers, employees and elected officials from

and against any claims, liability or judgments resulting from or caused by the negligence or willful conduct of such Project vendor.

5.3 Stickney and Forest View and their Project vendors' above-described indemnification obligations shall survive the termination or expiration of this Agreement.

5.4 Stickney and Forest View shall each procure and maintain for the duration of the Project and for two years thereafter, self-insurance agreement with a governmental risk pooling agency or commercial insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Project.

5.4.1 Minimum Limits of Insurance. Stickney and Forest View shall maintain limits no less than:

5.4.1.1 Commercial General Liability: The minimum general aggregate shall be no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

5.4.1.2 Automobile Liability: \$1,000,000 combined single limit per occurrence per accident for bodily injury and property damage.

5.4.1.3 Workers' Compensation and Employers' Liability: Workers' Compensation limits as required law with limits of \$1,000,000 per accident.

5.4.1.4 First Party Property – All Risk: \$2,500,000 (includes automobile comp./collision).

## **6.0 MISCELLANEOUS PROVISIONS.**

6.1 All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to Stickney: Village of Stickney  
6533 W. Pershing Road  
Stickney, IL 60402  
Attn: Jeff Walik, President  
[jwalik@villageofstickney.com](mailto:jwalik@villageofstickney.com)

With a copy to: Michael T. Del Galdo  
Del Galdo Law Group, LLC  
1441 S. Harlem Avenue

Berwyn, IL 60402  
[delgaldo@dlglawgroup.com](mailto:delgaldo@dlglawgroup.com)

If to Forest View: Village of Forest View  
7000 W. 46<sup>th</sup> Street  
Forest View, IL 60402  
Attn: Mark C. Masciola, Village Administrator  
[mmasciola@forestview-il.org](mailto:mmasciola@forestview-il.org)

With a copy to: John B. Murphey  
Rosenthal, Murphey, Coblenz & Donahue  
30 N LaSalle Street  
Chicago, IL 60602

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or, (iii) upon the second (2<sup>nd</sup>) business day following deposit with the U.S. Post Office and served by certified mail. Any party may change the address to which service of notices shall be affected by a notice in conformity with the provisions of this Paragraph 6.1. The requirement to serve a courtesy copy of a notice shall be deemed a courtesy only, and failure to comply with the requirement shall not affect the compliance provisions of this Paragraph 6.1.

6.2 In the event of Stickney's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, Stickney may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Stickney agrees as follows:

6.2.1 Stickney will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status; or an unfavorable discharge from military service; and, further, that they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

6.2.2 If Stickney hires additional employees in order to perform this Agreement or any portion of this Agreement, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which Stickney or Forest View may reasonably recruit; and Stickney will hire for each job

classification for which employees are hired in a way that minorities and women are not underutilized.

6.2.3 In all solicitations or advertisements for employees placed by Stickney or on Stickney's behalf, Stickney will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

6.2.4 Stickney will send to each labor organization or representative of workers with which Stickney or Forest View has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Stickney's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Stickney's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Stickney will promptly notify the Illinois Department of Human Rights; and Stickney will recruit employees from other sources when necessary to fulfill its obligations under the contract.

6.2.5 Stickney will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or Stickney, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6.2.6 Stickney will permit access to all relevant books, records, accounts and work sites by personnel of Stickney, Forest View and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6.2.7 Stickney will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Stickney will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify Stickney and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, Stickney will not utilize and subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

6.3 Stickney will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and



other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Stickney and Forest View shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers or to the award of a subcontractor the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and Stickney and Forest View will retain such certifications in their files.

6.4 Stickney has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

6.5 Stickney and Forest View shall maintain their respective records, where applicable or required, relating to their respective performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, *et seq.*) and the Freedom of Information Act (5 ILCS 140/1, *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by Stickney or Forest View shall be available for review by the other. Stickney and Forest View shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1, *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Stickney or Forest View to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). Failure by Stickney or Forest View to maintain the books, records and supporting documents required by this section or the failure by Stickney or Forest View to provide full access to and copying of all relevant books and records within a time period which allows Stickney or Forest View to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

6.6 Payments under this Agreement shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

6.7 All contractors and subcontractors, and parties to this agreement shall comply with the Prevailing Wage Act, 820 ILCS 130/.01, *et seq.*

6.8 The parties may modify or amend terms of this Agreement only by a written document duly approved and executed by both parties.

6.9 The term of this Agreement shall begin on the date the Agreement is fully executed and shall continue in full force and effect until the completion by Stickney and Forest View of their respective obligations under this Agreement.

6.10 This Agreement, including matters incorporated herein, contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein.

6.11 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

6.12 Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

6.13 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

6.14 In event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

6.15 The invalidity of any provision of this Agreement shall not, in any manner, affect the validity of any other provision hereof; and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

6.16 The laws of the state of Illinois shall govern this Agreement as to both interpretation and performance.

6.17 The venue for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written by authorized agents for each party.

**STICKNEY**  
**Village of Stickney**  
**an Illinois Municipal Corporation**

By: \_\_\_\_\_  
Jeff Walik, President

ATTEST:

By: \_\_\_\_\_  
Audrey McAdams, Village Clerk  
Clerk

**FOREST VIEW**  
**Village of Forest View**  
**an Illinois Municipal Corporation**

By: \_\_\_\_\_  
Lawrence Powell, Village President

ATTEST:

By: \_\_\_\_\_  
Joy M. Conklin, Village