

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
ROMEOVILLE AND DUPAGE TOWNSHIP**

This Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village of Romeoville (the "Village"), an Illinois municipal corporation and unit of local government, and the DuPage Township (the "Township"), an Illinois township and unit of local government.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. permits any powers, privileges or authority exercised or which may be exercised by a unit of local government to be exercised jointly with any other unit of local government; and

WHEREAS, the Township presently exercises jurisdiction over and maintains those portions of Bluff Road located within unincorporated DuPage Township, Will County, Illinois (the "Unincorporated Bluff Road") as depicted in Exhibit A hereto; and

WHEREAS, the Unincorporated Bluff Road is in close proximity to the corporate limits of the Village; and

WHEREAS, the Unincorporated Bluff Road is in need of reconstruction; and

WHEREAS, the Township has received or is in the immediate future to receive grant funds (the "Grant Funds") from the State of Illinois for the purpose of defraying engineering costs related to determining the extent of reconstruction necessary for the Unincorporated Bluff Road; and

WHEREAS, the Township does not presently have an established relationship with a professional engineering firm capable of performing the requisite inspectional and engineering services necessary to determine the scope of reconstruction necessary for the Unincorporated Bluff road and to prepare an estimate of the cost thereof; and

WHEREAS, the Village does have an established relationship with Robinson Engineering Ltd. ("Robinson"), which serves as the Village's consulting professional engineering firm, and which is well-qualified to perform the requisite inspectional and engineering services necessary to determine the scope of reconstruction necessary for the Unincorporated Bluff Road and to prepare an estimate of the cost thereof (the "Engineering Analysis"); and

WHEREAS, the Village is willing to retain Robinson to perform the Engineering Analysis on behalf of the Township, and to thereafter be reimbursed by the Township for the cost of the Engineering Analysis, and the Township is willing to accept the Engineering Analysis as prepared by Robinson and to reimburse the Village for the cost thereof, all as more fully

hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Township hereby agree as follows:

1. Village Retention of Robinson to Perform Engineering Analysis. The Village, within thirty (30) days of the full execution of this agreement by the parties, shall retain Robinson and direct it to prepare the Engineering Analysis, which shall be conducted in accordance with applicable Illinois Department of Transportation guidelines, Village ordinances and sound engineering practice. Village shall take all such steps as may be necessary to ensure that its expenditures on Robinson's performance of the Engineering Analysis will be eligible for reimbursement by Township using the Grant Funds, and to ensure that Robinson keeps the Township reasonably apprised as to the progress of the Engineering Analysis from time to time.

2. Expenses and Reimbursement. Within thirty (30) days after Robinson's completion of the Engineering Analysis and the Village's payment in full of the Robinson invoice(s) for the preparation of the Engineering Analysis, Village shall forward a copy of the Engineering Analysis to the Township together with a copy of the Robinson invoice(s) and documentation of the Village's payment of such invoice(s). Thereafter, the Township shall, within thirty days after the Village's forwarding of copies of the Engineering Analysis, invoice(s) and payment documentation to the Township, reimburse the Village in full for the amount of the Robinson invoice(s) for the preparation of the Engineering Analysis.

3. Term and Termination. This Agreement shall be in full force and effect for a term of \_\_\_\_\_ ( ) months from the date first above named.

4. Indemnification and Insurance. The Township and Village each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys, representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys, representatives, and/or agents. The insurance company, self-insurance pool or similar entity of the party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. Village and the Township, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other than now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except

Claims relating to the breach of this Agreement. Village and Township represent that they each maintain insurance coverage with the limits and coverages as reflected in the certificates of insurance attached hereto as Exhibit A.

5. Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein.

6. Miscellaneous.

A. Governing Law: The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this Agreement.

B. Notices: All notices or other writings which any party hereto is required or permitted to give in connection with this Agreement shall be in writing and shall be served by personal delivery, which service shall be effective as of the date of such delivery, or mailed by registered or certified mail, return receipt requested, with proper postage prepaid, which service shall be effective two (2) business days after the date of such mailing, and addressed as follows or to such other person or address as either party may designate from time to time by written notice given to the other party pursuant hereto:

If to Village:	Village Manager Village of Romeoville 1050 W. Romeo Road Romeoville, Illinois 60446
----------------	--

If to Township:	Township Supervisor DuPage Township 241 Canterbury Lane Bolingbrook, IL 60440
-----------------	--

C. Severability: If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

D. Amendments: The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance.

E. Headings: The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

F. Counterparts: This Agreement may be signed upon any number of counterparts

with the same effect as if the signatures to each were upon the same Agreement.

G. Originals: This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

H. Singular and Plural: Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

I. Waiver: No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

J. Entire Agreement: Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

M. Remedies:

(i) The parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement with the prevailing party being entitled to all costs and expenses. No action taken by either party hereto pursuant to the provisions of this section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to either party at law or in equity.

(ii) In the event of any breach of or default under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of default and is diligently proceeding therewith.

“Village”

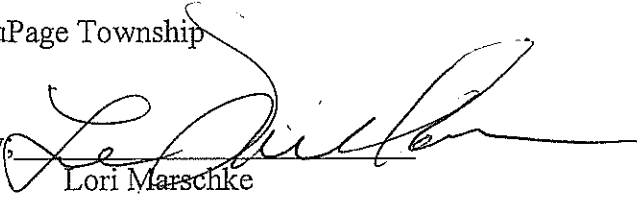
Village of Romeoville

By: \_\_\_\_\_  
John D. Noak  
Its President

"Township"

DuPage Township

By:

A handwritten signature in black ink, appearing to read 'Lori Marschke', written over a horizontal line.

Lori Marschke

Township Supervisor



Task Order No. 25-06  
Village of Romeoville, Illinois (OWNER)  
and Robinson Engineering, Ltd. (ENGINEER)  
Pursuant to Technical Services Agreement dated January 1, 2017

**Project Information**

Services Name: Professional Services – Bluff Road Pavement Evaluation and Recommendation  
Ref. REL Project #25-R0TBA

Services Description: The OWNER requests the ENGINEER to provide a pavement evaluation and based on the findings, provide pavement rehabilitation or reconstruction recommendations for approximately 3,550LF of Bluff Road currently located within the DuPage County Township jurisdiction.

**Scope of Services**

ENGINEER proposes the following services to OWNER, final scope of services to be determined by Owner:

- Coordination with Geocon Professional Services (GPS) for pavement core and subgrade testing services – budget includes \$10,000 for subconsultant geotechnical investigation services as well as for traffic control services by a sub-consultant to Geocon.
- Preparation of one (1) memorandum outlining the findings of the geotechnical investigations and recommendations based on the findings.
- Preparation of one (1) Engineer's Estimate of Probable Construction Costs (EEOGCC) with associated estimated design and construction engineering costs in 2025 dollars.
- Items specifically excluded from the scope of work outlined in this task order include: topography or any engineering field work, wetland determination, right of way determination or survey related work, site distance analysis, vertical curve analyzation, or clear zone analysis.

**Compensation**

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses (including all subconsultant fees - material testing services provided by Geocon Professional Services) with an estimated budget of \$23,500.00 (Twenty-Three Thousand Five Hundred Dollars and Zero Cents).

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

ENGINEER:

OWNER:

ROBINSON ENGINEERING, LTD.

VILLAGE OF ROMEVILLE

\_\_\_\_\_  
Joel Drabicki  
Senior Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dawn Caldwell  
Village Manager

\_\_\_\_\_  
Date