Resolution # 2018-09-11-150

Resolution of the County Board
of
Kankakee County, Illinois

RE: AUTHORIZING THE COUNTY BOARD CHAIRMAN TO SIGN AN
INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF
TRANSPORTATION

WHEREAS, to facilitate the free flow of traffic and ensure the safety of the traveling public, Kankakee County desires to replace the bridge which carries County Highway 8 over Interstate 57; and,

WHEREAS, the County Engineer has been in communication with the Illinois Department of Transportation and has negotiated the attached intergovernmental agreement for the replacement of this bridge; and,

WHEREAS, Kankakee County, under the intergovernmental agreement, would be obligated to reimburse IDOT approximately $100,000 via a progressive payment method, meaning that payments will be billed to the County as the work is completed; and,

WHEREAS, the County Engineer recommends the funds be appropriated from the County Bridge Fund; and,

WHEREAS, Kankakee County will be obligated to provide ongoing routine maintenance to the bridge as outlined in the agreement; and,

WHEREAS, at the Highway and Buildings Committee Meeting of August 16, 2018, after review, discussion, and consideration, recommends the appropriation of $100,000 from the County Bridge Fund and recommends the County Board Chairman be authorized to sign the attached intergovernmental agreement and supporting documentation.

NOW, THEREFORE, BE IT RESOLVED by the Kankakee County Board after review, discussion and consideration that $100,000 from the County Bridge Fund be appropriated for this project and authorizes the County Board Chairman to sign the attached intergovernmental agreement and supporting documentation.

PASSED and adopted this 11th day of September, 2018

Andrew H. Wheeler, County Board Chairman

ATTEST:

Dan Hendrickson, County Clerk
AGREEMENT

This agreement is entered into by and between the State of Illinois, through its Department of Transportation, hereinafter called the STATE, and Kankakee County, Illinois, hereinafter called the COUNTY.

WHEREAS, the STATE is an agency of the state government and the COUNTY is a unit of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act 5ILCS 220. et seq., and the Illinois Constitution Article VII, Sec. 10.

WHEREAS, to facilitate the free flow of traffic and ensure safety to the traveling public, the STATE and COUNTY are desirous of replacing Structure No. 046-0081 which carries County Highway 8 / St. George Road (CH8) over Interstate 57 (I-57). Work will include removal and replacement of the existing structure and approach pavement to provide two lanes in each direction with curb and gutter, drainage improvements, and bicycle and pedestrian accommodations. The existing CH 8 bridge and the approach pavement are located within the COUNTY.

Termini of the subject project on CH 8 is from approximately 340 feet east of Berry Lane extending easterly approximately 0.31 mile to a point approximately 0.38 mile west of Belson Road. The gross length of the project is 0.313 miles. The subject project is hereby identified under FAI 57 (I-57), State Section 46-2(1)HBR-1, Job No. C-93-034-11 and Contract No. 66956 (see project location map attached hereto as Exhibit #1).

WHEREAS, the STATE is to apply Federal Surface Transportation Program (NHPP) funds toward financing this project. Application is at 90 percent federal and 10 percent STATE matching formula. The COUNTY intends to utilize and apply federal funds toward the local cost participation of certain highway features that are included in this project. COUNTY application of Federal Surface Transportation Program (STP-BR-L-ON-URBAN 5-200K) funds (Section No. 11-0048-02-BR) is at a 80 percent federal and 20 percent local funding formula.

WHEREAS, the COUNTY and village of Bourbonnais have agreed to share the local costs of the proposed subject project.

WHEREAS, the COUNTY has expressed its willingness to be the lead agency in assuming all local share costs and secure reimbursement from the village of Bourbonnais. Accordingly, the STATE's billings for all local share cost will be submitted to and paid by the COUNTY. The
COUNTY will enter into a separate formal joint agreement with the village of Bourbonnais relevant to cost reimbursement and associated responsibilities.

WHEREAS, the purpose of this agreement is to provide a general description to the scope of work proposed with the subject project. All desired specific details of type of work, locations, design dimensions, elevations, item quantities and materials are to be obtained from the related project design plan sheets which serve as a supplement to this agreement. The said plans have been provided to the COUNTY for its review, comment and concurrence. Additional purposes of this agreement are to provide estimated costs, site cost sharing participation between the STATE and COUNTY, responsibilities of funding, commitments to payments, defining jurisdictional and maintenance responsibilities of various roadways, utilities and appurtenances relating to the subject project.

WHEREAS, the COUNTY is desirous of the subject project in that same will be of immediate benefit to COUNTY residents and permanent in nature.

WHEREAS, the proposed scope of work for the subject project is as follows:

A. Replacement of Structure No. 046-0081 Carrying CH 8 over I-57 - (90% FEDERAL 10% STATE Cost): Proposed is the construction of a new structure to carry CH 8 over I-57. The new structure (046-0150) is to be built on the existing alignment. The new bridge will provide a roadway clear width of 58 feet so to accommodate four 12 foot wide traffic lanes, two, two foot wide paved shoulders and a four foot median (face to face of parapets; plus an ten foot wide paved shared use path on the south side of the structure to accommodate pedestrian/cycling activities). Adjacent parapet/railing along the edges of the new structure will result in a total deck width of 70 foot (edge to edge).

B. CH 8 Approach Pavement Both East and West of the New Bridge - (90% FEDERAL 10% STATE Cost): Constructing the new bridge (046-0150) upon existing alignment and new elevations will require the reconstruction of segments of CH 8, both east and west of I-57. Immediately east and west of I-57 adjacent to the structure, the CH 8 roadway is currently a rural type cross section, consisting of two 10 foot wide traffic lanes, 4 foot aggregate shoulders and roadside drainage ditches. West of I-57, CH 8 transitions to an urban type cross section with four lanes of traffic and additional turn lanes as it approaches US 45/52 to the west approximately 620 feet from the project limits. East of I-57 CH 8 maintains two lanes east for approximately 1.8 miles before it widens to two through lanes eastbound and one through lane westbound with additional turn lanes as it approaches IL 50.

The COUNTY has agreed to participate in the cost of widening the approach pavement and embankment directly adjacent to the structure for 200 feet on each side of the structure to match the width of the new bridge, and to allow the COUNTY to widen CH 8 in the future and match into the new bridge width. The STATE will assume the cost of the necessary embankment and roadway related items required for 2 twelve foot lanes with 4 foot shoulders, including the necessary embankment for the shared use path, and pavement to transition from the full bridge width to the existing pavement width. The COUNTY will be responsible for the costs of additional embankment and 24 foot of pavement width for 200 feet on each side of the structure. Quantities for these items have been agreed too, and included in the associated pay items and split accordingly in the plans. The quantities for the COUNTY are a set number and are identified in item C.
All construction work on CH 8 will be done under road closure.

C. **Construction of Widened Approach Pavement on CH 8 - (80% FEDERAL STP/20% COUNTY Cost Share)**: As agreed to by the COUNTY, 200 lineal feet of approach pavement and embankment on each side of the structure will be extended at a width of 52 foot wide to match into the full bridge width pavement. The COUNTY will pay 20% for set calculated quantities of Full Depth Hot Mix Asphalt Pavement, 12 3/4” (1067 SY), Aggregate Subgrade Improvement (1067 SY), and Furnished Excavation (6,300 CY) based on the additional 24 foot width of pavement and embankment required to extend the full width pavement. The STATE will cover the cost of all right of way.

D. **Construction of Chain Link Fence for Shared Use Path - (80% FEDERAL STP/20% COUNTY Cost)**: The STATE will assume full cost of constructing approximately 420 lineal feet of 10 foot wide shared use path on the south side of CH 8, from Station 1417+50 to Station 1419+41 west of the structure, and from Station 1422+20 to Station 1424+50 east of the structure. These termini represent the east and west touchdown locations required to transition the new bridge to the existing highway system (limits of the widened portion of the pavement were chosen as the transition points since there is no existing path or sidewalk on the approaches). In accordance with department policy, the STATE assumes cost of paths upon bridges including the length required to transition the paths to the existing highway system. With the shared use path’s raised elevation as it crosses over I-57, railing/fence will be constructed to provide safety to pedestrians and cyclists. Construction of the railing/fence is at 100 percent STATE cost. The COUNTY requested chain link fence adjacent to the shared use path off of the structure, and will be responsible for 20% of the cost.

E. **Upgrade of Shared Use Path from HMA to PCC - (80% FEDERAL STP/ 20% COUNTY Cost)**: The standard design for shared use path is 2 inches of hot mix asphalt (HMA) over 6 inches of aggregate subbase. The COUNTY requested to upgrade the design to Portland cement concrete sidewalk (PCC). The cost to upgrade the path from HMA to PCC will be at 20 percent COUNTY cost. The added cost to the COUNTY is determined by comparing the estimated unit price of the HMA path versus the estimated price of the PCC path to establish a percentage of cost to the COUNTY.
   a. Based on compared costs of the different alternatives, the COUNTY will assume 43.0 percent of the total cost of the concrete path. This does not include the path on the bridge. The STATE will assume full cost of the shared use path on the bridge.

F. **Roadway Lighting - (80% FEDERAL STP/ 20% COUNTY Cost)**: The COUNTY has requested roadway lighting be constructed along CH 8. Subsequently, 4 roadway lighting units will be constructed. Illumination will use LED (light-emitting – diode) technology, requiring less energy and thereby lowering operational costs. All light poles, mast arms, luminaries, foundations, cable and wiring, meters, and all other required items for the lighting system will be at 20 percent cost to the COUNTY.
G. All other work necessary to complete the project will be performed in accordance with the approved plans and specifications.

WHEREAS, the COUNTY is desirous of the said I-57 project in that same will be of immediate benefit to COUNTY residents and permanent in nature.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The STATE agrees to make the surveys, prepare the plans and specifications, obtain right of ways, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans and specifications.

2. The STATE agrees to pay all construction and engineering costs subject to reimbursement by the COUNTY as hereinafter stipulated on the following table.

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<th>Description</th>
<th>Total</th>
<th>Federal</th>
<th>%</th>
<th>State</th>
<th>%</th>
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<th>County</th>
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3. The COUNTY's participation shall be predicated on the percentages shown above for the specified work. COUNTY cost shall be determined by multiplying the final quantities times bid unit prices of the awarded contract, plus an additional 15 percent for preliminary and construction engineering.

4. The COUNTY has passed a resolution appropriating $87,000 to reimburse the STATE for the work described in paragraphs C, D, E, and F of this agreement. The COUNTY's reimbursement to the STATE shall be via a progressive payment method as cited in the COUNTY resolution. A copy of the resolution is attached hereto as Exhibit #2 and made a part hereof.

5. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit #2 proves to be insufficient to cover said cost.

6. The COUNTY agrees that upon receipt of the first and subsequent progress payments made to the STATE's contractor, the COUNTY will pay to the Department of Transportation of the State of Illinois from funds allotted to the COUNTY an amount equal to the COUNTY's share of $87,000 divided by the total estimated construction cost of $6,335,085, multiplied by the actual progress payments made to the contractor until the entire obligation incurred under this agreement has been paid. The COUNTY'S actual monetary reimbursement obligation to the STATE will be based upon the final quantities and bid unit prices of the awarded contract.

7. The COUNTY agrees to assume full responsibility of providing or cause to provide all funds required to pay for local share of cost participation in the subject project. The COUNTY further agrees to prepare and execute its own separate agreement with the village of Bourbonnais to define terms concerning local cost reimbursements and maintenance issues.

8. It is mutually agreed that through a formal joint agreement with the village of Bourbonnais, the COUNTY will define share of maintenance responsibilities with the village, relevant to roadway lighting, sidewalk, fence and other appurtenances of CH8.

9. The COUNTY agrees to provide the STATE with a copy of the executed joint agreement between the COUNTY and the village of Bourbonnais citing funding and maintenance issues relating to the proposed reconstruction of CH 8.
10. It is mutually agreed that by the execution of this agreement and under the penalty of perjury, the COUNTY, doing business as a governmental entity, certifies that its correct federal identification number (FEIN) is 36-6006594. The COUNTY agrees to assume full responsibility of providing or cause to provide all funds required to pay the local share of cost participation in the subject project.

11. The COUNTY agrees to provide, prior to the STATE’s advertising for the work to be performed hereunder, a letter or resolution indicating its review and approval of the STATE’s plans and specifications for the subject project.

12. Upon final inspection of the improvement, the COUNTY agrees to retain jurisdiction of CH 8, excluding the new I-57 Bridge (Structure No. 046-0150) and approach pavements from Station 14.19+41 to 14.22+20. The COUNTY or other governmental agency the COUNTY causes to assume maintenance, agrees to its maintenance of the driving lanes of the pavement adjacent to the bridge, adjoining curb and gutter, shoulders, guardrail, and roadside ditches, which includes the snow removal, mowing, ditch work and pavement repair activities. The COUNTY further agrees to perform snow removal on the bridge and approach pavements.

13. Upon final field inspection of the improvement and so long as SN 046-0150 is used as a STATE structure, the STATE agrees to maintain or cause to be maintained the bridge and all of its structural components including the approach pavements from Station 14.19+41 to 14.22+20.

14. Upon completion of the improvement, the COUNTY, or other governmental agency the COUNTY causes to assume responsibility for the administration, control, reconstruction, and maintenance of the shared use path not otherwise carried on STATE structures. The COUNTY further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the shared use path.

15. The COUNTY, or other governmental agency the COUNTY causes to agree, agrees to perform routine maintenance of the shared use path constructed on the bridge. Routine maintenance includes items such as snow removal, clearing of debris and trash, and removal of graffiti.

16. The COUNTY, or other governmental agency the COUNTY causes to agree, agrees to assume full jurisdiction of the roadway lighting along CH 8. All future operations, electrical energy, repairs, replacements, relocations and all other concerns relating to these said roadway lighting shall be the full responsibility of the COUNTY.

17. The COUNTY or other governmental agency the COUNTY causes to agree, agrees upon completion of the project, to maintain all existing and proposed storm sewer and appurtenances associated with the drainage of CH 8, by performing those functions necessary to keep the sewer in serviceable condition, including cleaning sewer lines, inlets, manholes, catch basins along with repair or replacement of inlet, manhole and catch basin frames, grates or lids. The COUNTY further agrees to repair and/or reconstruct structural failures of all storm sewer and appurtenances associated with the drainage of CH 8. All
existing and proposed drainage items on this contract are associated with CH 8 drainage, with the exception of two pipe culverts in the I-57 ditches.

18. The STATE agrees to the repair and/or reconstruction of the culverts on I-57 that serve the interstate drainage system.

19. The COUNTY agrees that no future storm sewer connection or additional water discharge will be added to the storm sewer system that is being constructed as part of this project. The COUNTY agrees to advise the STATE and obtain permit to route any additional discharge to storm sewer capacity constructed as part of this contract.

20. The COUNTY agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.

21. The COUNTY agrees to enforce its Resolution 2016-09-11-152 prohibiting parking along CH 8 within the COUNTY, Exhibit #3.

22. The COUNTY agrees to include a requirement in their agreement with the Village of Bourbonnais that the Village continues enforcement of existing ordinances prohibiting discharge of sanitary sewage and industrial waste water into any storm sewers and roadside drainage ditches.

23. The COUNTY agrees to continue enforcement of State Statute 605 ILCS 5/9-105 regulating encroachment along CH 8.

24. The STATE agrees to invite a representative from the COUNTY to accompany STATE personnel during field inspection of the reconstructed CH 8 within the COUNTY’s corporate limits, prior to the STATE’s final field inspection of completed work.

25. It is mutually agreed that obligations for the STATE and COUNTY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding sources fail to appropriate or otherwise make available funds for this contract.

26. The STATE and COUNTY mutually agree that the work to be performed herein by the STATE and the STATE’s contractors and subcontractors are subject to the Prevailing Wage Act, 820 ILCS 130/1 et seq. (“Prevailing Wage Act”). The STATE agrees to fully comply with all applicable requirements of the Prevailing Wage Act, and the STATE agrees to notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Prevailing Wage Act. In the event the STATE fails to comply with the notice requirements set forth in this paragraph, the STATE shall solely be responsible for any and all penalties, fines and liabilities incurred for contractors and/or subcontractors’ violations of the “Prevailing Wage Act”.

27. The STATE and COUNTY mutually agree that the STATE’s contractors and/or subcontractors shall not discriminate on the basis of race, color, national origin or sex in performance of this agreement. The STATE agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of the STATE assisted contracts. Failure by the STATE to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such remedy as the STATE deems appropriate.
28. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

29. Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.

30. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given in effect without the invalid provision.

31. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed as an original.

32. This agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work, contemplated herein, is not awarded by August 1, 2021.

33. This agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

34. This agreement is passed and approved by the President and COUNTY Board of Trustees of Kankakee County, Illinois and the State of Illinois, through its Department of Transportation.

(SIGNATURES ON NEXT PAGE)
Executed on Behalf of the Kankakee County, Illinois, on the _____ day of ______________________, 2018.

APPROVED:                                          ATTEST:

Andrew Wheeler, Chairman                          Dan Hendrickson, Kankakee County Clerk
Kankakee County Board

__________________________________________________  __________________________________________________
Date                                                Date

Executed on Behalf of the State of Illinois,
Department of Transportation

__________________________________________________
Kevin F. Marchek, P.E.
Region Two Engineer

__________________________________________________
Date

CONTRACT 66956
Project Location Map
FAI 57 (I-57)
Section 46-2(1)HBR-1
Kankakee County
Bridge Replacement 046-0081
P-93-029-06
D3#1365 File No. 1743

Project Area = *

CH8 (St. George/Indian Oaks) Bridge over I-57 to be removed and replaced