Resolution # 2018-09-11-151

Resolution of the County Board
of
Kankakee County, Illinois

RE: AUTHORIZING THE COUNTY BOARD CHAIRMAN TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF BOURBONNAIS

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, many components of the project impact the Village of Bourbonnais, specifically outlined in the attached intergovernmental agreement, including, but not limited to, enforcement of parking ordinances, maintenance of curbs, sidewalks, utilities, and lighting along County highway 8; and,

WHEREAS, due to the shared nature of the project, the Village of Bourbonnais has agreed to reimburse Kankakee County incurred under the intergovernmental agreement that Kankakee County entered into with the Illinois Department of Transportation via resolution number 2018-09-11-150 as outlined in the attached intergovernmental agreement; and,

WHEREAS, at the Highway and Buildings Committee Meeting of August 16, 2018, after review, discussion, and consideration 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 the County Board Chairman is authorized 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
JOINT AGREEMENT

AGREEMENT BETWEEN THE COUNTY OF KANKAKEE AND THE VILLAGE OF BOURBONNAIS FOR THE REPLACEMENT OF THE BRIDGE OVER INTERSTATE 57 ON ST. GEORGE ROAD (CH 8)

This agreement is entered into by and between the County of Kankakee, Illinois, hereinafter called the COUNTY, and the Village of Bourbonnais, Illinois, hereinafter called the VILLAGE.

WHEREAS, the COUNTY and the VILLAGE are units of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act 5 ILCS 220 et seq, and the Illinois Constitution Article VII, Sec. 10, and

WHEREAS, to facilitate the free flow of traffic and ensure safety to the traveling public, the Illinois Department of Transportation (STATE), the COUNTY and the VILLAGE are desirous of replacing Structure No. 046-0081 which carries County Highway 8 (CH 8) / St. George Road 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 and VILLAGE, and

WHEREAS, the 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 Belscn 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 and COUNTY Section 11-00148-02-BR, and

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. 11-00148-02-BR) is at a 80 percent federal and 20 percent local funding formula, and

WHEREAS, the COUNTY and VILLAGE have agreed to share the local costs of the proposed subject project, and

WHEREAS, the COUNTY has expressed its willingness to be the lead agency in assuming all local share costs and secure reimbursement from the VILLAGE, and

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. Additional purposes of this agreement are to provide estimated costs, cite cost sharing participation between the STATE, COUNTY, and VILLAGE, responsibilities of funding, commitments to payments, defining jurisdictional and maintenance responsibilities of various roadways, utilities and appurtenances relating to the subject project, and
WHEREAS, the COUNTY and VILLAGE are desirous of the subject project in that same will be of immediate benefit to its residents and permanent in nature, and

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 55 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 1.6 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 and VILLAGE have 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 for widening 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 and VILLAGE 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 to, and included in the associated pay items and split accordingly in the plans. The quantities for the COUNTY and VILLAGE 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 HBP/20% COUNTY-VILLAGE Cost Share)**: As agreed to by the COUNTY and VILLAGE, 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 and VILLAGE will pay 20% for set calculated quantities of Full Depth Hot Mix Asphalt Pavement, 12 ¾” (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 HBP/ 20% COUNTY - VILLAGE 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/fencing will be constructed to provide safety to pedestrians and cyclists. Construction of the railing/fence is at 100 percent STATE cost. The COUNTY and VILLAGE 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 HBP/ 20% COUNTY - VILLAGE Cost)*: The standard design for shared use path is 2 inches of hot mix asphalt (HMA) over 6 inches of aggregate subbase. The COUNTY and VILLAGE 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/VILLAGE cost. The added cost to the COUNTY and VILLAGE 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 and VILLAGE.

   a. Based on compared costs of the different alternatives, the COUNTY and VILLAGE 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 HBP/ 20% COUNTY - VILLAGE Cost)*: The COUNTY and VILLAGE have 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 and VILLAGE.

G. All other work necessary to complete the project will be performed in accordance with the approved plans and specifications and

WHEREAS, the COUNTY and VILLAGE are desirous of the said I-57 project in that same will be of immediate benefit to its 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, contract.

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

<table>
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<th>Description</th>
<th>Total</th>
<th>State of Illinois</th>
<th>COUNTY/VILLAGE</th>
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<tr>
<td>Replacement of Structure No 046-0081 over I-57, w/ Approach Pavement, Shared Use Path</td>
<td>$5,200,000</td>
<td>$4,680,000 90</td>
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<td>CH 8 Approach Pavement - 200' Extension of Bridge Width - County Portion</td>
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<td>Chain Link Fence Adjacent to Shared Use Path</td>
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<td>$6,720 80</td>
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<td>Upgrade Shared Use Path - HMA to PCC</td>
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<td>$8,800 80</td>
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<td>Roadway Lighting</td>
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<td>Engineering for Federal STP-BR Share @ 15%</td>
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<td>Land Acquisition</td>
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<td>Totals</td>
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<td>$5,382,000 90</td>
<td>$668,000 10</td>
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</table>

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 VILLAGE agrees to reimburse the COUNTY for 50% of costs paid to reimburse the STATE for construction and engineering as indicated above. VILLAGE will pay the COUNTY from invoices submitted to the VILLAGE upon receipt of request for payment, a copy of the bills, and proof of payment from the COUNTY. It is mutually agreed by and between the COUNTY and the VILLAGE that the costs shown above are approximate and subject to change. The actual engineering and construction costs will be used in final division of costs for all work described in paragraphs C, D, E, and F of this agreement.

5. 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.

6. The COUNTY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement and attached here, labeled “Exhibit B” and made a part hereof, a copy of the resolution.

7. The COUNTY has passed an ordinance restricting parking along the entire improvement on St. George Road. The VILLAGE shall be responsible for enforcing the parking restrictions indicated in the ordinance, Exhibit #3.

8. Upon completion of the project, and so long as the above improvement is used as a County Highway, the COUNTY agrees to maintain or cause to be maintained the hot mix asphalt driving lanes, including striping, shoulders, and regulatory signage not covered by other agreements or permitted otherwise.

9. Upon completion of the project, the VILLAGE agrees to maintain or cause to be maintained, those portions of the improvement which are not to be maintained by the COUNTY, including curbs, gutter flags, sidewalks, multi-use paths, manholes, catch basins, inlets, storm sewers, utilities, vegetation, and appurtenances.

10. Upon completion of the improvement, the VILLAGE will assume responsibility for the administration, control, reconstruction, and maintenance of the shared use path not otherwise carried on STATE structures. The VILLAGE further agrees to indemnify and hold harmless the STATE and COUNTY, 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.

11. The VILLAGE 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.

12. The VILLAGE agrees to assume full jurisdiction of the roadway lighting along CH8. 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 VILLAGE.

13. The VILLAGE agrees upon completion of the project, to maintain all existing and proposed storm sewer and appurtenances associated with the drainage of CH8, 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 VILLAGE 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.

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

15. The COUNTY and VILLAGE agree 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 and VILLAGE agrees to advise the STATE and obtain permit to route any additional discharge to storm sewer capacity constructed as part of this contract.

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

17. The VILLAGE agrees to continue enforcement of existing ordinances prohibiting discharge of sanitary sewage and industrial waste water into any storm sewers and roadside drainage ditches.

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

19. 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.

20. It is mutually agreed that obligations for the STATE, VILLAGE, 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.

21. 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.

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

23. 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.

24. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed as an original.
25. 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.

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

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

APPROVED: .................................................................
Andrew Wheeler, Chairman
Kankakee County Board

ATTEST: .................................................................
Dan Hendrickson, Kankakee County Clerk

Date

Executed on Behalf of the Village of Bourbonnais

Paul Schore
Mayor

Date 9/6/18

Brian Simeur
Village Clerk

Date 9/6/18