

VILLAGE OF BRADLEY

RESOLUTION NO. R-3-20-2

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF RESURFACING STATE
ROUTE 45/52 AND OTHER ASSOCIATED WORK

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 23rd DAY OF March, 2020

RESOLUTION NO. *B-3-20-2*

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BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF
RESURFACING STATE ROUTE 45/52 AND OTHER ASSOCIATED WORK**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*) empower both the Village of Bradley (“Village”) and the State of Illinois, by and through the Illinois Department of Transportation (“IDOT”), to obtain or share services and to exercise, combine, or transfer any power or function not prohibited by any law or ordinance; and

WHEREAS, the Village and IDOT wish to provide for the resurfacing of State Route 45/52 within the corporate boundaries of the Village and other related work (collectively the “Road Project”), pursuant to the terms of an Intergovernmental Agreement between the aforementioned entities (“the Agreement”) (the proposed Intergovernmental Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Agreement will regulate the Village’s and IDOT’s respective rights and duties as regards the Road Project; and

WHEREAS, the Road Project will be beneficial to the Village and its residents; and

WHEREAS, the President and Board of Trustees have determined that Village participation in the Agreement is in the best interests of the citizens of the Village of Bradley.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. That the President of the Village of Bradley is hereby authorized to execute an Intergovernmental Agreement, by and between the Village of Bradley and IDOT, for the purpose of the Road Project, and to further execute any other documents necessary for the creation of or for performance under said Agreement. A copy of said Intergovernmental Agreement is attached hereto as “Exhibit A” and fully incorporated herein.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 23 day of March, 2020.

TRUSTEES:

ROBERT REDMOND	Aye - <u>X</u>	Nay - ___	Absent - ___
MICHAEL WATSON	Aye - <u>X</u>	Nay - ___	Absent - ___
RYAN LEBRAN	Aye - <u>X</u>	Nay - ___	Absent - ___
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - ___	Absent - ___
DARREN WESTPHAL	Aye - <u>X</u>	Nay - ___	Absent - ___
BRIAN TIERI	Aye - <u>X</u>	Nay - ___	Absent - ___

ACTING VILLAGE PRESIDENT:

MICHAEL WATSON Non-Voting - X

TOTALS: Aye - 6 Nay - 0 Absent - 0

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

APPROVED this 23 day of March, 2020.



MICHAEL WATSON, ACTING VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number *R-3-202*, "A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF RESURFACING STATE ROUTE 45/52 AND OTHER ASSOCIATED WORK," which was adopted by the Village Corporate Authorities at a meeting held on the *23* day of *March* 2020.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this *23* day of *March* 2020.

Julie Tambling

JULIE TAMBLING, VILLAGE CLERK

(SEAL)

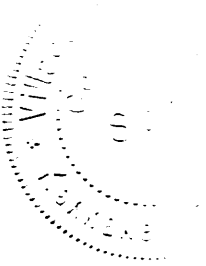


EXHIBIT A

FAP 330 (US 45/52)
Section (15,15X)RS-1
Kankakee County
3P Milling and Resurfacing with ADA improvements
Job No. C-93-040-19
Contract No. 66J63
Agreement JN320002

AGREEMENT

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

WHEREAS, the STATE is an agency of the state government and the VILLAGE 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 VILLAGE are desirous of resurfacing US Route 45/52 (identified as Kennedy Drive Drive within the VILLAGE). Work will include milling and resurfacing of the existing pavement, pavement markings, traffic signal detector loop replacement and curb ramp and crosswalk improvements to meet requirements of the American's with Disabilities Act (ADA).

Termini of the subject project are from north of IL 17 in Kankakee to north of Armour Road in Bourbonnais. The gross length of the project is 16,204 feet. The subject project is hereby identified under FAP 330 (US 45/52), Section (15,15X)RS-1, Job No. C-93-040-19 and Contract No. 66J63 (see project location map attached hereto as Exhibit # 1).

WHEREAS, the STATE is to apply Federal National Highway Performance Program (NHPP) funds toward financing this project. Application is at an 80 percent federal and 20 percent STATE matching formula.

WHEREAS, the existing pavement section of US 45/52 consists of two lanes in each direction with a bidirectional turn lane through most of the project limits, as well as additional turn lanes at some of the major intersections. The existing roadway has curb and gutter throughout. There is sidewalk on both sides of the road with existing sidewalk ramps crossing the side roads and US 45/52 at most intersections. There are several intersections with traffic signals.

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 VILLAGE for its review, comment and concurrence. Additional purposes of this agreement are to provide estimated costs, cite cost sharing participation between the STATE and VILLAGE, determine responsibilities of funding, commitments to

payments, and define jurisdictional and maintenance responsibilities of various roadways, utilities and appurtenances relating to the subject project.

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

- A. **Mainline US 45/ 52 and sideroad/entrance paving - (80% FEDERAL/ 20% STATE Cost):**
Proposed work on US 45/52 includes removal of 2 ½ inches of the existing hot-mix asphalt surface and replacement with 1.25 inches of hot-mix asphalt binder and 1.25 inches of hot-mix asphalt surface course. Sideroads and entrances will be milled and resurfaced as needed with lift types and thicknesses appropriate to the type of road or entrance. Traffic signal detector loops, pavement markings and raised reflective pavement markers within the limits of the milling will be replaced.
- B. **ADA ramp replacement on US 45 / 52 - (80% FEDERAL/20% STATE Cost):**
Improvements to ADA curb ramps crossing US 45/52 and to adjacent local road curb ramps will be completed at the STATE's cost. This work will include removal items, sidewalk, detectable warnings, curb and gutter, drainage and utility structure adjustments, median pavement, and pavement markings to bring the street crossings into ADA compliance. Adjacent pavement will be milled and resurfaced.
- C. **ADA ramp replacement on sideroads and entrances – (80% FEDERAL/ 20% VILLAGE Cost):** Improvements to ADA curb ramps crossing major entrances or sideroads where ramp work for US 45 / 52 crossings will not be needed will require 20 percent VILLAGE participation. This work will include removal items, sidewalk, detectable warnings, curb and gutter, drainage and utility structure adjustments. Adjacent resurfacing and pavement markings will be installed at the STATE's cost.
- D. All other work necessary to complete the project will be performed in accordance with the approved plans and specifications.

WHEREAS, the VILLAGE is desirous of the said US 45/52 project in that same will be of immediate benefit to VILLAGE residents and permanent in nature.

WITNESSETH:

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

1. The above stated recitals are incorporated herein by reference, as if full set out herein.
2. The STATE agrees to make the surveys, prepare the plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications, and contract.
3. The STATE agrees to pay all construction and engineering costs subject to reimbursement by the VILLAGE as hereinafter stipulated below.

Work Item	Construction Cost	Federal Cost		State Cost		City Cost	
Mainline US 45/52 and side road resurfacing (Includes ADA ramps that do not require city participation)	\$3,123,900	\$2,499,120	80.0%	\$624,780	20.0%	0	0.0%
ADA curb ramp reconstruction (optional locations requiring city cost participation)	\$76,100	\$60,880	80.0%	0	0.0%	\$15,220	20.0%
subtotal	\$3,200,000	\$2,560,000		\$624,780		\$15,220	
Engineering (15%)						\$2,283	
Totals	\$3,200,000	\$2,560,000		\$ 624,780		\$17,500	

4. The VILLAGE's participation shall be predicated on the percentages shown above for the specified work. VILLAGE 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.
5. The VILLAGE agrees to pass and approve a resolution appropriating \$17,500 to reimburse the STATE for the work described in this agreement. A copy of the ordinance is attached hereto as Exhibit #2.
6. The VILLAGE 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.
7. The VILLAGE agrees that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the VILLAGE will pay to the STATE from any funds allotted to the VILLAGE, an amount equal to the VILLAGE share \$17,500 divided by the estimated construction costs, \$3,200,000, multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred under this AGREEMENT has been paid. The VILLAGE's actual monetary reimbursement obligation to the STATE will be based upon the final quantities and bid unit prices of the awarded contract.
8. Upon final inspection of the improvement and so long as US 45/52 remains and is used as a state highway, the STATE agrees to retain jurisdiction and will maintain or cause to be maintained all traffic lanes and turn lanes as well as curb and gutter that adjoins these traffic lanes. The VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE.

9. It is mutually agreed by the STATE and the VILLAGE that all VILLAGE owned streets that intersect US 45/52 and are impacted and thereby improved by the STATE due to the highway project, will remain under the jurisdiction of the VILLAGE at all times.
10. The VILLAGE agrees to maintain the entire right of way outside of that maintained by the STATE. This includes but is not limited to, VILLAGE utilities, landscaping, sidewalks, shared use paths, parkways, crosswalks and stop line/stop bar markings. Maintenance includes, but is not limited to, all cost of material and labor for repair and/or replacement of surfaces, mowing, landscaping, drainage, snow and ice removal, clearing of debris and trash, and removal of graffiti.
11. The VILLAGE agrees, upon completion of the project, to maintain all storm sewers and appurtenances by performing those functions necessary to keep the sewer in serviceable condition, including cleaning sewer lines, inlets, manholes, and catch basins along with repair and/or replacement of inlet, manhole, and catch basin frames, grates, or lids. The VILLAGE further agrees to repair and/or reconstruct structural failures to a maximum of 12 feet between adjacent inlets, manholes, or catch basins.
12. The STATE agrees to assume responsibility for repairs and/or reconstruction of the storm sewer system that exceeds the routine maintenance requirements of the VILLAGE, as cited in the above paragraph.
13. The VILLAGE agrees that no future storm sewer connection or additional water discharge will be added to the storm sewer system that is being adjusted as part of this project. The VILLAGE agrees to obtain a permit from the STATE prior to routing any additional discharge to storm sewer system adjusted as part of this contract.
14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on April 8, 2011. No additional traffic signals are being installed at new locations under this contract.
15. It is mutually agreed that by the execution of this agreement and under the penalty of perjury, the VILLAGE, doing business as a governmental entity, certifies that its correct federal identification number (FEIN) is 36-6005804. The VILLAGE 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.
16. The VILLAGE agrees to not permit additional entrances along US Route 45/52 without the consent of the STATE.
17. The VILLAGE agrees to provide, prior to the STATE's advertising for the work to be performed hereunder, a letter, resolution, or signed plan approval indicating its review and approval of the STATE's plans and specifications for the subject project.
18. The VILLAGE agrees to exercise its franchise right to cause private utilities to be relocated at no expense to the STATE.

19. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
20. The VILLAGE will pass an ordinance requiring that parking along US 45/52 be prohibited within the limits of this improvement. A copy of the ordinance is attached hereto as Exhibit #3.
21. The VILLAGE agrees to continue enforcement of State Statute 65 ILCS 5/11-80-3 and applicable portions of Chapters 10 and 44 of the Village of Bradley Municipal Code regulating encroachment along US 45/52 with the project improvement. It is mutually agreed that if needed, prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachment limits will be cooperatively defined with representatives of the VILLAGE and STATE.
22. The VILLAGE agrees to continue its enforcement of existing ordinances prohibiting the discharge of sanitary sewage and industrial waste into any storm sewers and roadside ditches. Applicable sections of Chapter 54 of the Village of Bradley Municipal Code will also apply.
23. The STATE agrees to invite representatives of the VILLAGE to mutually inspect the completed project prior to the STATE's final approval of the work.
24. It is mutually agreed that obligations for the STATE and VILLAGE 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.
25. The STATE and VILLAGE mutually agree that any work to be performed by other than VILLAGE and/or STATE forces is 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".
26. The STATE and VILLAGE 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.

- 27. This Agreement represents the entire Agreement between the parties and supersedes any prior written or oral agreements between the parties regarding these specific components of this section of US 45/52 as constructed under Contract 66J63. Previous agreements pertaining to other aspects of this section of highway, such as the referenced Master Traffic Signal Agreement, shall remain in full force and effect. This agreement may not be modified except in writing acknowledged by both parties.
- 28. Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.
- 29. 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.
- 30. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed as an original.
- 31. 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 within the three years subsequent to execution of the agreement.
- 32. This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.
- 33. This agreement is passed and approved by the Mayor and Municipal Board of the Village of Bradley of Kankakee County, Illinois and the State of Illinois, through its Department of Transportation.

Executed on Behalf of the Village of Bradley of Kankakee County, Illinois, on this

_____ day of _____, 2020.

APPROVED:

ATTEST:

Michael Watson, Mayor of Village of Bradley

Julie Tambling, Bradley Village Clerk

Date

Date

Contract 66J63

JN320002

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

Masood Ahmad, P.E.
Region Two Engineer

Date