

Memorandum Public Works Department



To: City Manager
Subject: IL5 Resurfacing (Black Hawk Road), 13th to 24th Streets
Date: October 24, 2014
Number: 2014-231

The Public Works Department/Engineering Division has been notified by the Illinois Department of Transportation that they will be resurfacing IL 5 (Black Hawk Road) from 13th Street to 17th Street. The project is to be let this fall/winter and work should be occurring in 2015. Attached are documents related to this project that require City Council approval.

The agreement between IDOT and the City of Rock Island defines the work to be done, the amounts to be paid by IDOT and the City, and how the City's payment is to be made. The City is to pay for 100% of all manhole and water valve box adjustments and 15% of the cost of the design and construction engineering services. The total City cost is estimated at \$4,715. The City was notified of this project after this fiscal year's budget had been approved so nothing has been budgeted for this work.

A resolution appropriating \$4,715 is attached along with a resolution approving the plans and an ordinance banning on-street parking.

Recommendation

The Public Works Department recommends that the City Council approve the Agreement between the Illinois Department of Transportation and the City of Rock Island and that the Mayor be authorized to sign the Agreement on behalf of the City of Rock Island. It is further recommended that the resolutions appropriating \$4,715 and approving the plans and specifications be approved. It is further recommended that the ordinance banning parking be approved.

Vendor: Illinois Department of Transportation
Payment Amount: \$4,715
Fund: 301 Capital Improvements
Department: 616 Municipal Services
Cost Center: 311 Street Construction
Object Code: 53806 Infrastructure Maintenance
Project Number: 2768 Blackhawk Road Resurfacing

Submitted by: Randall D. Tweet, Public Works Director
Michael J. Kane, P.E., City Engineer

Approved by: Thomas Thomas, City Manager

City of Rock Island
 FAP Route 595 (IL 5)
 Section (18Z)RS-4
 Rock Island County
 Job No. C-92-012-15
 City Section 14-00194-00-RS
 Contract No. 64K01
 Agreement No. JN-2-15-038

AGREEMENT

This agreement, entered into this _____ day of _____, A.D., 20____, by and between the state of Illinois, acting by and through its Department of Transportation, hereinafter called the STATE and the city of Rock Island, of the state of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of performing slope stabilization repairs, pavement patching, milling and resurfacing along Illinois 5 from 13th Street to 24th Street in Rock Island, Illinois and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications, FAP Route 595 (Illinois 5), STATE Section (18Z)RS-4, hereinafter called the PROJECT; and,

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

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

1. The STATE agrees to make the surveys, acquire all necessary right-of-way, prepare 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.
2. The STATE agrees to pay all construction and engineering costs, subject to payment by the CITY for its share of the improvement as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	<u>State Cost</u>	<u>%</u>	<u>City Cost</u>	<u>%</u>	<u>Total</u>
All Construction Costs Excluding the Following	\$495,900	100%	N/A	N/A	\$495,900
Sanitary Sewer Manholes to be Adjusted Approx. 7 ea.	N/A	N/A	\$3,500	100%	\$3,500
Valve Boxes to be Adjusted, Approx. 2 ea.	N/A	N/A	\$600	100%	\$600
Sub-Total	\$495,900		\$4,100		\$500,000
P&C Engineering (15%)	\$74,385		\$615		\$75,000
TOTAL	\$570,285		\$4,715		\$575,000

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for preliminary and construction engineering.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit A, and made a part hereof. The CITY agrees to pay to the Department of Transportation of the state of Illinois, upon completion of the contract based upon final costs, for this improvement, from any funds allotted to the CITY, an amount equal to 100% of its obligation incurred under this agreement.
5. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as Exhibit C, and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
6. The CITY agrees to enforce an existing ordinance, prohibiting the discharge of sanitary and industrial wastewater into the storm water drainage systems, a copy of which is on file at the STATE'S district office.
7. Prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the CITY and the STATE.
8. The CITY agrees not to permit the construction of additional entrances (private or commercial) onto Illinois 5, within the limits of this improvement without the concurrence of the Department of Transportation
9. Prior to construction, the CITY shall exercise its franchise right to cause utilities to be relocated, if necessary, at no expense to the STATE.
10. The CITY agrees to cause its utilities located 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 at no expense to the STATE.
11. Upon final field inspection of the improvement and so long as Illinois 5 is used as a state highway, the STATE agrees to maintain or cause to be maintained the two 12 foot and variable width through traffic lanes, pavement markings, and shoulders adjacent to said through traffic lanes or turn lanes.
12. Upon final field inspection of the improvement, the CITY agrees to maintain, accept jurisdiction and ownership of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and pavement markings, CITY owned utilities including the appurtenances thereto, and the following items which are not to be maintained by the STATE including:
 - A. Storm sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids plus structural failures to a maximum length of 12 feet between adjacent manholes.

- B. Sanitary Sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, and manholes along with the repair or replacement of manholes' frames, grates or lids plus structural failures between adjacent manholes.
- C. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all turn lanes, up to the edge of pavement of the Illinois 5 through traffic lanes.
- 13. The CITY agrees that all covenants contained in previous agreements or letters of understanding relating to city owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the city limits, shall remain unchanged.
- 14. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY'S financial and maintenance obligations described herein, prior to the STATE'S advertising for the aforescribed proposed improvement, attached as Exhibit B.
- 15. This agreement shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
- 16. This agreement and the covenants contained herein shall become 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.
- 17. This agreement No. JN-2-15-038 shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ATTEST:

CITY OF ROCK ISLAND

By: _____
City Clerk

By: _____
Dennis E. Pauley
Mayor

Date: _____, 20__

Date: _____, 20__

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

Date: _____, 20__

EXHIBIT B
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE MILLING AND RESURFACING OF ILLINOIS 5, FAP ROUTE 595, STATE SECTION (18Z)RS-4, IN THE CITY OF ROCK ISLAND, ROCK ISLAND COUNTY, ILLINOIS

WHEREAS, be it hereby resolved by the City Council of the City of Rock Island that the plans and specifications as proposed by the state of Illinois, Department of Transportation for the milling and resurfacing of Illinois 5, FAP 595, State Section (18Z)RS-4, are hereby considered satisfactory and acceptable.

I, _____, City Clerk in and for the city of Rock Island, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20 ____.

City Clerk

EXHIBIT C
PARKING ORDINANCE

Be it ordained by the City Council of the City of Rock Island that:

Section 1: Automobiles, trucks and other vehicles shall be prohibited from parking along both sides of Illinois 5 from: 13th Street to 24th Street in the City of Rock Island. Parking will not be permitted within the limits of intersections as determined by the State from intersection studies.

Section 2: Any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not less than _____ Dollars(s) nor more than _____ Dollars(s) for each offense.

Section 3: This Ordinance is prepared in connection with the proposed improvement of FAP 595 (Illinois 5) known as State Section (18Z)RS-4, and shall go into full force and effect at the time of the completion of said improvement.

I, _____, City Clerk in and for the City of Rock Island, hereby certify the foregoing to be a true, perfect and complete copy of an Ordinance adopted by the City Council at a meeting on _____, A.D., 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20____ .

City Clerk