



BROADVIEW POLICE DEPARTMENT
2350 S. 25th Avenue - Broadview, Illinois 60155

Thomas Mills
Chief of Police

708-345-6550
Fax 708-681-0248

MEMORANDUM

To: Katrina Thompson
Mayor
Village of Broadview

From: Pierre Smith
Deputy Chief of Police
Village of Broadview

Date: September 7, 2022

Subject: Recognition of Telecommunicator Jennifer Santucci's 30 Years of Service

Reporting Deputy Chief respectfully request that Telecommunicator Jennifer Santucci be recognized for her 30 years of service with the Village of Broadview. Jennifer Santucci was hired on May 1, 1992 as a cadet dispatcher and has worked through many changes and challenges over the years to reach this accomplishment. Her dedication is truly appreciated.

If approved, the recognition and presenting of a plaque can take place during the Village Board Meeting on September 19, 2022 in front of her family and colleagues.

Respectfully,

Pierre Smith #77

Pierre Smith

Deputy Chief of Police

Village of Broadview

Cc: Board of Trustees
Kevin McGrier, Village Clerk
LeTisa Jones, Village Administrator



BROADVIEW POLICE DEPARTMENT
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MEMORANDUM

To: Katrina Thompson
Mayor
Village of Broadview

From: Pierre Smith
Deputy Chief of Police
Village of Broadview

Date: September 7, 2022

Subject: Swearing-In Ceremony for Police Officer Guillermo Anaya

Reporting Deputy Chief respectfully request Police Officer Guillermo Anaya have the opportunity to be sworn-in before the Mayor and the Village Board of Trustees.

Police Officer Guillermo Anaya was officially hired as a certified police officer on June 27, 2022 but did not have the opportunity to participate in the official swearing-in ceremony due to Covid restrictions.

If approved, the Swearing-In ceremony can take place during the Village Board Meeting on September 19, 2022 in front of his family and colleagues.

Respectfully,

Pierre Smith #77

Pierre Smith

Deputy Chief of Police

Village of Broadview

Cc: Board of Trustees
Kevin McGrier, Village Clerk
LeTisa Jones, Village Administrator

Proclamation Designating September 15th – October 15th, National Hispanic Heritage Month

WHEREAS, in September of 1968, President Lyndon Johnson signed Public Law 90-498, authorizing the President to designate the week of September 15th as “National Hispanic Heritage Week” in recognition of the anniversaries of the first Latin American countries to declare their independence; and

WHEREAS, with the approval of Public Law 100-402 in 1988, President Ronald Reagan proclaimed September 15th through October 15th as National Hispanic Heritage Month; and

WHEREAS, September 15th was chosen as the starting point for the celebration because it is the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

WHEREAS, Hispanics and Latinos of every generation represent an array of distinct and vibrant cultures, and have made immense contributions to the defense of freedom at home and abroad through courageous service in the United States Military, the arts, education, mathematics, science, literature, technology, athletics and philanthropy in this country and the world; and

WHEREAS, Hispanics and Latinos have played a pivotal role in our Village’s strength and prosperity. Their spirit, energy, and leadership are woven into the culture of Broadview, with many of our current public officials, administrators, educational and Village leaders being of Hispanic heritage and descent; and

WHEREAS, the Hispanic American population has grown by 1.2 percent in Cook County, making it the fourth highest county in the nation with a Hispanic population. Hispanics have had a profound and positive influence in Cook County through their strong commitment to family, faith, hard work, and service. They have enhanced and shaped our national character with centuries-old traditions that reflect the multiethnic and multicultural customs of their community; and

WHEREAS, I am desirous of promoting the general welfare of the Village residents, visitors and businesses continuing to create an environment in which all our Broadview residents have the opportunity to achieve the American Dream - a love of liberty and justice, and belief that a better life should await anyone willing to work for it; and

WHEREAS, in recent years, the term “Latinx” has begun to be used instead of Hispanic or Latino to represent the identities of non-binary, gender non-conforming and gender-expansive people. “Latinx” also includes the lives of indigenous, Brazilian and other non-Spanish speaking people in this celebration; and

NOW, THEREFORE, I Katrina Thompson, do hereby attest my full support proclaiming September 15th – October 15th, National Hispanic Heritage Month and I encourage all citizens to celebrate the colorful cultures, rich histories, and diversity of the American Hispanic and/or Latinx community.

Entered upon the records of the Village of Broadview this 19th day of September 2022.

Katrina R. Thompson, Mayor

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BROADVIEW AND THE COUNTY OF COOK REGARDING THE GRANT OF TRANSPORTATION FUNDS THROUGH THE INVEST IN COOK PROGRAM TO BE USED FOR PRELIMINARY ENGINEERING COSTS FOR THE ROOSEVELT ROAD STREETScape PROJECT FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the County of Cook (the “County”) is a duly organized and existing body politic and corporation governed by the provisions of the Illinois Counties Code (the “Counties Code”), 55 ILCS 5/1-1, *et seq.*; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village and the County are both public agencies within the meaning of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate and contract for public purposes; and

WHEREAS, the Village’s transportation infrastructure needs to be maintained, updated, expanded, and improved in order for the County to remain competitive and grow; and

WHEREAS, the County established the first long range transportation plan in 75 years (“*Connecting Cook County*”); and

WHEREAS, Invest in Cook, an annual initiative of the Cook County Department of Highways and Transportation through its *Connecting Cook County* program, gives local and regional governments and private partners the opportunity to apply for up to \$8.5 million in transportation funds to cover the cost of planning and feasibility studies, engineering and construction of improvements that implement, advance and are consistent with the priorities of *Connecting Cook County*; and

WHEREAS, on July 28, 2022, the County informed the Village it had been selected as a participant in the County’s 2022 Invest in Cook grant program; and

WHEREAS, pursuant to its participation in the program the County has agreed to award the Village up to One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) of Invest in Cook funds toward preliminary engineer costs for the Village’s Roosevelt Road Streetscape project (the “Project”), herein designated as County section number 22-IICRD-11-ES; and

WHEREAS, the Village and the County wish to enter into an intergovernmental agreement (the “IGA”), attached hereto, and incorporated herein as Exhibit A, which establishes the respective responsibilities of the Village and the County for the Project; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) have

determined that it is in the best interest of the welfare and safety of the residents of the Village to enter into and approve the IGA;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to enter into and approve the IGA which establishes the respective responsibilities of the Village and the County for the Project and grants the Village One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) of Invest in Cook funds toward preliminary engineer costs for the Project.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
ACCEPTANCE OF AGREEMENT**

Section 10. Authorization.

The IGA is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the IGA in accordance with its terms, or any modification thereof, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable IGA. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive

part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County,
Illinois on this ___ day of _____ 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Miller				
Senior				
Shelby				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
TOTAL				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
____ DAY OF _____ 2022.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

This **Intergovernmental Agreement** (the “Agreement”) is made and entered into this _____ day of _____, 2022, by and between the County of Cook, a body politic and corporate of the State of Illinois (the “County”), acting by and through its Department of Transportation and Highways (the “Department”), and the Village of Broadview, a municipal corporation of the State of Illinois (the “Grantee” or “Village”). The County and Village are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County’s first long-range transportation plan in 75 years;

WHEREAS, *Connecting Cook County* identifies five priorities to shape the County’s transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region’s role as North America’s freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today’s investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region’s economic competitiveness;

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

WHEREAS, since its creation, the Invest in Cook program has leveraged over \$125 million in additional federal, state and local funds;

WHEREAS, on July 28, 2022, the County informed the Village that it had been selected for participation in the 2022 Invest in Cook Program;

WHEREAS, the County has agreed to award the Village up to \$120,000 toward preliminary engineering costs for the Roosevelt Road streetscape project (the “Project”);

WHEREAS, the Roosevelt Road Streetscape project will encourage alternative modes of transportation, reduce driving, improve safety, and connect more people to local establishments and community services;

WHEREAS, Roosevelt Road is a highly traveled corridor by many modes and provides people with access to jobs, goods and services, health care, and other key destinations;

WHEREAS, this Agreement will set forth the Parties' respective responsibilities and obligations for preliminary engineering, funding and reporting of the Project;

WHEREAS, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this Agreement;

WHEREAS, the Village, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this Agreement; and

WHEREAS, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- **SECTION 1. PRELIMINARY ENGINEERING**

- A. Notice to Proceed. The County's execution of this Agreement will be deemed a "Notice to Proceed" for the Grantee to commence work on the Project.
- B. Engineering Agreement. The Grantee will enter into an agreement with a professional engineering firm/consultant to perform preliminary engineering services for the Project. In awarding and administering the preliminary engineering agreement, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the County within fourteen (14) calendar days of execution.
- C. RFP Issuance. The County may require the Grantee to utilize a Qualifications-Based Selection ("QBS") process in selecting its consultant. If fewer than three (3) qualified consultants submit letters of interest in response to a Request for Proposal ("RFP") issued by the Grantee, the County may require the Grantee to reissue the RFP.
- D. Lead Agency. The Grantee will assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force agreements are secured.
- E. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit A.

- F. Schedule. A schedule for the Project is incorporated into and made a part of this Agreement and attached as Exhibit B.
- G. Deliverables. Upon request by the County, the Grantee will provide the County with copies of all deliverables prepared by the consultant and submitted to the Grantee, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.
- H. Meetings. The Grantee and/or its consultant will coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (“IDOT”) or any other state or federal agency for the Project. The Grantee will provide not less than fourteen (14) calendar days’ advance written notice to the County of the Project kick-off meeting, if applicable, and any such public meetings or hearings.
- I. Draft Project Development Reports. The Grantee will provide the County with electronic copies of any draft Project Development Reports prepared as part of the Project.
- J. Final Project Development Report. The Grantee and/or its consultant will provide IDOT with any and all documents necessary to secure IDOT approval of the Project Development Report (“PDR”) for the Project. The Grantee will provide the County with one (1) paper copy and an electronic copy of the final approved PDR.
- K. County Permits. The Grantee will apply for and the County will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the County’s property within the Project limits to the Grantee and/or its agents, without charge of permit fees to the Grantee.
- L. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Assistant Superintendent
Attn: Tara Orbon, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Tara.Orbon@cookcountyil.gov

- **SECTION 2. FINANCIAL**

- A. Cost Estimate. Estimated preliminary engineering costs for the Project are one hundred fifty thousand dollars (\$150,000).
- B. Cost Participation

- i. Grantee Cost Participation. The Grantee will pay all actual preliminary engineering costs for the Project, subject to reimbursement by the County as described below.
- ii. County Cost Participation. The County will reimburse the Grantee for eighty percent (80%) of actual preliminary engineering costs for the Project, up to, but not to exceed one hundred twenty thousand dollars (\$120,000).

C. Reimbursement Procedures

- i. Advance Payment. Upon full execution of the preliminary engineering agreement for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of sixty thousand dollars (\$60,000). This amount represents fifty percent (50%) of the County's maximum financial contribution under this Agreement.
- ii. Milestone Payment. Upon submittal of the draft PDR to IDOT and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of thirty thousand dollars (\$30,000). The advance and milestone payments to the Grantee represent seventy-five percent (75%) of the County's maximum financial contribution under this Agreement.
- iii. Final Payment. Upon approval of the final PDR by IDOT and receipt of an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual preliminary engineering costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.
- iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:
 - a. A cover letter addressed to the Department's Assistant Superintendent, including the name of the Project and its associated section number;
 - b. Copies of all cancelled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments);
 - c. Copies of all associated invoices submitted to the Grantee by the consultant(s) for the services rendered; and
 - d. A copy of the final performance report as described in Section 3.D. below.

If the documentation submitted by the Grantee for final reimbursement is reasonably deemed by the County as not sufficiently documenting the work completed, the County may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced under this Agreement.

- v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:
- a. Contrary to the provisions of this Agreement;
 - b. Not directly related to carrying out preliminary engineering services for the Project;
 - c. Not paid by the Grantee or its consultant(s);
 - d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
 - e. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or
 - f. In excess of the County's maximum financial contribution under this Agreement.
- vi. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Assistant Superintendent
Attn: Tara Orbon, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Tara.Orbon@cookcountyil.gov

- D. Substitutions/Substitute Work. Either Party may request in writing that work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.
- E. Additional Work. Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will cause said additional work to be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.

- F. Funding Breakdown. A funding breakdown is incorporated into and made a part of this Agreement and attached as Exhibit C.

• **SECTION 3. REPORTING**

- A. Quarterly Performance Reports. The Grantee will submit quarterly performance reports to the County not later than thirty (30) calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:
- i. A cover letter addressed to the Department's Bureau Chief of Strategic Planning and Policy, including the name of the Project and its associated section number;
 - ii. An estimated percentage of preliminary engineering work completed for the Project;
 - iii. A statement indicating whether preliminary engineering work for the Project is on, behind or ahead of schedule;
 - iv. A record of preliminary engineering activities and expenditures to date and for the current reporting period;
 - v. A forecast of quarterly preliminary engineering activities and expenditures for the remainder of the Project; and
 - vi. Any significant changes to the Project schedule.
- B. Extensions. The Grantee may request to extend the due date of any quarterly performance reports and the County will reasonably consider any such requests.
- C. Use of Reports. The County will use quarterly performance reports to compare the rate of the Grantee's actual expenditures to the planned amounts in the approved funding breakdown for the Project (Exhibit C) and to track preliminary engineering activities against the approved milestones in the Project schedule (Exhibit B).
- D. Final Performance Report. The Grantee must submit a final performance report with its request for final reimbursement. The final report should describe cumulative preliminary engineering activities, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones. The County will not issue final reimbursement until the Grantee submits the final performance report.
- E. Report Format. The Grantee will use whatever forms or documents are required by the County in submitting quarterly and final performance reports.

- F. Failure to Report. The Grantee understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.
- G. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Jesse.Elam@cookcountyil.gov

- **SECTION 4. GENERAL CONDITIONS**

- A. Authority to Execute. The Parties have read and reviewed the terms of this Agreement and by their signatures as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- B. Binding Successors. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and approved assigns.
- C. Compliance with Laws, Rules and Regulations. The Parties will at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.
- D. Conflicts of Interest. The Grantee understands and agrees that no director, officer, agent or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.
- E. Conflict with Exhibits. In the event of a conflict between any exhibit attached hereto and the text of this Agreement, the text of this Agreement will control.
- F. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.

- G. County Section Number. The Project is hereby designated as County section number 22-IICRD-11-ES. The Parties will include County section number 22-IICRD-11-ES on all Project-related submittals, including, but not limited to, written correspondence and invoices.
- H. Designation of Representatives. Not later than fourteen (14) calendar days after the Effective Date of this Agreement, as defined in Section 4.J. below, each Party will designate in writing a full-time representative for carrying out this Agreement. Each representative will have the authority, on behalf of the respective Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative will be readily available to the other.
- I. Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties will consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the Department's Superintendent will be final.
- J. Effective Date. The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates the Agreement, which date will be inserted on the first page of this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.
- K. Electronic Signatures. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.
- M. Force Majeure. Neither Party will be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- N. Inactivity. The County may terminate this Agreement if the preliminary engineering agreement for the Project is not executed by the Grantee within one (1) year after the Effective Date of this Agreement.
- O. Indemnification. The Grantee will indemnify, defend and hold harmless the County and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses

and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlement or judgments, caused by the negligent acts, omissions or willful misconduct of the Grantee, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

- P. Modification. This Agreement may only be modified by a written instrument executed by the Department's Superintendent and an authorized representative of the Grantee.
- Q. No Individual or Personal Liability. The Parties agree that the actions taken and the representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.
- R. No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- S. Notices. Unless otherwise specified, all reports, notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY: Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyil.gov

To the GRANTEE: Katrina Thompson, Village President
Village Hall
2350 South 25th Avenue
Broadview, IL 60155
kthompson@broadview-il.gov

With a Copy To: Del Galdo Law Group, LLC
Attn: Michael Del Galdo
1441 South Harlem Avenue

Berwyn, IL 60402
Email: delgaldo@dlglawgroup.com

Chris Baker
Village of Broadview
2350 S. 25th Avenue
Broadview, IL 60155
E-mail: cbaker@ehancock.com

- T. Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- U. Records Maintenance. The Grantee will maintain during the term of this Agreement and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts will include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.
- V. Reviews and Audits. The Grantee will give the County access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of County funds under this Agreement to necessitate any reviews or audits.
- W. Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.
- X. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- Y. Suspension; Early Termination. Subject to Section 4.M. above, if the County determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notification to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within sixty (60) calendar days, may:
 - i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;

- ii. Demand refund of any funds disbursed to the Grantee;
 - iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;
 - iv. Disallow all or part of the cost of the activity or action not in compliance; or
 - v. Take other remedies legally available.
- Z. Termination. Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon approval of the final PDR by IDOT and final reimbursement by the County, or November 30, 2027, whichever date is earlier.
- AA. Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purposes of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action.
- BB. Waiver of Default. The failure by the County or Grantee to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement will not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement will be deemed waived by the County or Grantee unless such provision is waived in writing.

(signature page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF BROADVIEW:

Toni Preckwinkle
President
Cook County Board of Commissioners

Katrina Thompson
Mayor

This ____ day of _____, _____

This ____ day of _____, _____

ATTEST: _____
County Clerk

ATTEST: _____
Village clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

Exhibit A

Project Map

Broadview, Village of – INVEST in COOK 2022

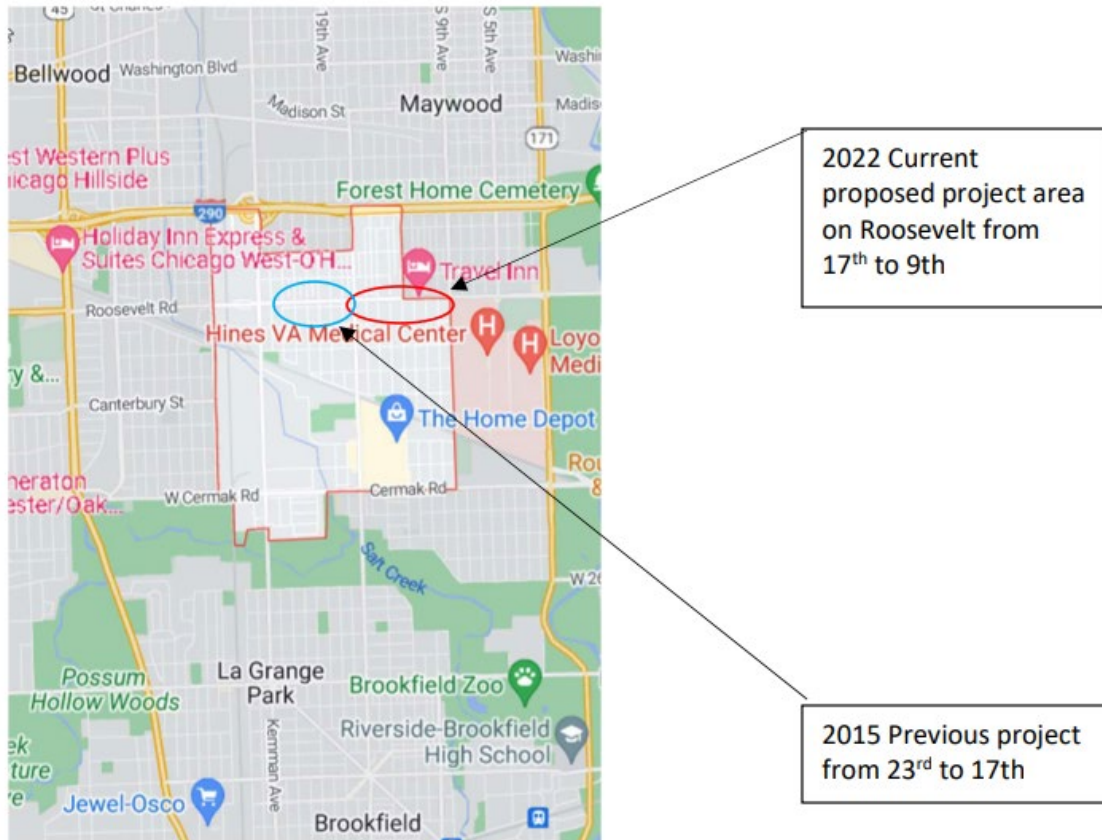


Exhibit B

Project Schedule

	Description	Date
Milestone 1	Receive NTP from County	10/01/2022
Milestone 2	Complete Topographic Survey	11/15/2022
Milestone 3	Complete Preliminary Plan Sheet	01/15/2023
Milestone 4	Complete Utility Coordination	02/01/2023
Milestone 5	Conduct Public Coordination	03/01/2023
Milestone 6	Submit Initial Phase I Report to IDOT	04/01/2023
Milestone 7	Receive Comments Back From IDOT	05/15/2023
Milestone 8	Submit Final Phase I to IDOT	06/15/2023
Milestone 9	Receive Final Approval on Phase I	07/15/2023

Exhibit C

Funding Breakdown

PHASE	GRANTEE SHARE	COUNTY SHARE
Preliminary Engineering Services	Balance	80%, up to \$120,000

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROADVIEW AND THE STATE OF ILLINOIS, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION RELATED TO COST-SHARING FOR CERTAIN TRAFFIC CONTROL SIGNALS AND DEVICES IN THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the State of Illinois (the “State”), through its Department of Transportation (“IDOT”), and the Village Cost desire to enter into an intergovernmental agreement (the “IGA”), a copy of which is attached hereto and incorporated herein as “Exhibit A”, related to the maintenance responsibility and to the division of energy costs, for certain traffic signals, and other traffic control devices listed in the IGA; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) have determined that it is in the best interest of the welfare and safety of the residents of the Village to enter into and approve the IGA;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to enter into and approve the IGA related to the maintenance responsibility and to the division of energy costs, for certain traffic signals, and other traffic control devices listed in the IGA.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
ACCEPTANCE OF AGREEMENT**

Section 10. Authorization.

The IGA is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the IGA in accordance

with its terms, or any modification thereof, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable IGA. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County,
Illinois on this ___ day of _____ 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Miller				
Senior				
Shelby				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
TOTAL				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
____ DAY OF _____ 2022.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A



Governmental Body Name

Village of Broadview

Address

2350 South 25th Avenue

City

Broadview

State

IL

Zip Code

60155

Remittance Address (if different from above)

City

State

Zip Code

Phone

(708) 681-3600

Fax

(708) 681-2018

FEIN/TIN

DUNS

Brief Description of Service (full description specified in Part 5)

This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A.

Compensation Method (full details specified in Part 6)

Total Compensation Amount

\$54,600.00

Advance Pay

☐ Yes ☒ No

Start Date

07/01/21

Agreement Term

Expiration Date

06/30/31

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Signature

--

Date

--

Name

--

Title

--

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

FOR THE DEPARTMENT:

Signature

--

Date

--

Omer Osman, Acting Secretary of Transportation

Date

--

--

Delegate Name

--

Printed Name

--

Printed Title

--

Signature

--

Date

--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--

--

Philip C. Kaufmann, Chief Counsel

Date

--

--

(Approved as to form)

**INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES**

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

Village of Broadview
2350 South 25th Avenue
Broadview, IL 60155

Attention

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

Part 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement** This Agreement will start 07/01/21 and will expire 06/30/31
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- ☒ E. **Renewal** This Agreement may not be renewed.

Part 2 GENERAL PROVISIONS

- A. **Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.
- B. **Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. **Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. **Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. **Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **three (3) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. **Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. **Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**
1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.
 3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set at \$80,000.00; and \$20,000.00 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$80,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.
 4. **EMPLOYMENT OF DEPARTMENT PERSONNEL** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

Part 3

☒ **FEDERALLY FUNDED AGREEMENTS**
[Not applicable to this Agreement]

PART 4 SPECIFIC PROVISIONS

- A. **Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention

District One-Bureau of Financial Services

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196-1096

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. **Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- C. **Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.
- D. **Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. **Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.
- F. **Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

- G. Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- I. Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- K. Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.
- GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.
- L. Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;
8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. Tax Identification Number GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Village of Broadview

Taxpayer Identification Number: _____

Legal Status (check one):

☐ Tax-exempt ☒ Government ☐ Other _____

N. International Boycott The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

O. Forced Labor The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. Equipment The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;
2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;
3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;
5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and
7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

- A. **Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals, and other traffic control devices listed on the attached Exhibit A, which is hereby made part of this Agreement and shaded or highlighted.
- B. **Maintenance.** Modernization of traffic control devices is not covered under this Agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. **Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in the attached Exhibit B, which is hereby made part of this Agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Additional provisions regarding maintenance may be incorporated in this document as agreed upon by both parties.
- D. **Interconnect & Timing.** "Railroad interconnect" shall mean an electrical connection between a traffic signal controller and a rai1side railroad control system. A "signal interconnect" shall mean an electrical connection between two on-street traffic signal controllers or between a master controller and a central signal system. The GOVERNMENTAL BODY agrees to maintain all signal equipment and connection of railroad crossing warning devices with signal controller. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time. A railroad interconnect shall not be modified without prior notification to and approval by the Illinois Commerce Commission and the DEPARTMENT. If a railroad interconnect needs repairs, such repairs shall not be performed without prior notification and approval, if required, by the Illinois Commerce Commission and the Department.
- E. **Interconnections: Installation and Damage.** The DEPARTMENT will not be responsible for the cost of installing or maintaining traffic signals and signal system interconnects not on but interconnected to traffic signals on U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- F. **Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to its office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.
- G. **Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of energy charges.
- H. **Costs for Pavement Markings.** Inspect pavement markings and replace as necessary to insure proper motorist, pedestrian, and bicyclist guidance – including green pavement markings for bicyclists. Insure that stop bars, symbols and crosswalks are in good condition.

In District 1, all work is the responsibility of the GOVERNMENTAL BODY. Whereas, in District 2 through District 9, the cost of pavement markings is shared between the DEPARTMENT and the GOVERNMENTAL BODY according to Exhibit A.

I. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary rates for the type of work being performed.

J. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any GOVERNMENTAL BODY must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

K. Existing Agreements or Letters of Understanding. All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

L. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the DEPARTMENT'S Regional Engineer and its Engineer of Operations, and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the DEPARTMENT and the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modifications of Exhibit A. This Agreement can be modified according to Part 1.D, by completing the Intergovernmental Agreement Amendment.

M. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this Agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

PART 6 COMPENSATION FOR SERVICES

Funding

Not Applicable		
Subtotal		
Local Match Provided Through the GOVERNMENTAL BODY		
GRAND TOTAL		

Funding Breakdown

The DEPARTMENT and GOVERNMENTAL BODY agree to the following funding requirements:

- A. **Cost Sharing.** As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices generally are shared in proportion to the number of approaches maintained by each unit of government however, other DEPARTMENT policies and practices requires cost sharing of energy and maintenance to be based on other criteria besides the number of approaches maintained. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system, unless otherwise agreed to in a permit or by other agreement. The share of the signal maintenance cost at an intersection will be borne one hundred percent by the DEPARTMENT where the ADT for the route is more than or equal to 35,000. The one hundred percent share will not apply to signal modernization, energy charges, new signal, and signal timing.
- i. The GOVERNMENTAL BODY will be responsible for the maintenance costs of all traffic signals and/or other traffic control devices related to a roadway or roadways that has or have been jurisdictionally transferred by the DEPARTMENT to the GOVERNMENTAL BODY in a prior agreement(s).
- B. **Billing.** Bills shall be submitted to the DEPARTMENT on a quarterly basis. The amount billed shall be the costs incurred less any proceeds from third-party damage claims received during the billing period for repair of signals or devices that are the responsibility of the GOVERNMENTAL BODY.
- ii. Any proposed single expenditure in excess of \$10,000.00 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.
- iii. The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.
- iv. The GOVERNMENTAL BODY costs are composed of labor, equipment, materials, and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, Social Security, health, hospitalization and life insurance, holidays, vacation, sick leave and worker's compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.
- v. The cost for contracted work will be the actual cost for the contractor.
- a. Maintenance of the traffic signals shall be performed by the GOVERNMENTAL BODY through the DEPARTMENT's approved electrical contractor. If, at any time, the contractor fails to perform any work deemed necessary by the DEPARTMENT's Regional Engineer to keep the traffic signals in proper operating condition, or if the Engineer finds it impossible to contact the designated persons to perform any work, the DEPARTMENT reserves the right to have other electrical contractors perform the needed work. The cost of such work will be invoiced to the GOVERNMENTAL BODY directly from the appointed contractor providing the service.

- C. **Notices.** Notices under this Agreement shall be directed to the following addresses by regular mail or

email to the address shown below:

For the DEPARTMENT:

For the GOVERNMENTAL BODY:

Budget

Not Applicable

PART 7

CERTIFICATION REGARDING LOBBYING

(49 CFR PART 20)

☒ **[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8
AGREEMENT AWARD NOTIFICATION**

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds

Name of Project

Federal Project Number

CFDA Number*, Federal Agency, Program Title

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

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ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expend \$750,000 or more in Federal awards in a year are required to have a single audit. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$750,000 or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency expended less than \$750,000 in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, you must complete and return the certification statement.
3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62764

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE

Do not submit this certification to the DEPARTMENT with your signed contract.

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than \$750,000 in Federal awards in our fiscal year _____, and was not required to have a single audit conducted.

Signature

Date

Title

Subrecipient Contact Information

Subrecipient

Contact Person

Title

Address

City

State

Zip Code

Phone

Fax

Fiscal Year End

E-mail

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2022 ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) APPLICATION AND THE EXPENDITURE OF LOCAL MATCHING FUNDS IN CONNECTION WITH THE ITEP PROJECT, FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the Village; and

WHEREAS, the Village wishes to submit a 2022 Illinois Transportation Enhancement Program (“ITEP”) Application (the “ITEP Application”), to the State of Illinois (the “State”) in order to obtain federal ITEP funds (“ITEP Funds”) for the enhancement of a particular street in the Village; and

WHEREAS, the Village’s ITEP Application requests federal assistance to utilize for the construction of Streetscape and Pedestrian Improvements within the Roosevelt Road right of way (“ROW”) from 17th Avenue to the Village Limits on the east, as defined in Exhibit A, and

WHEREAS, ITEP is a federal assistance and local matching funds program, which is administered by the State, and the Village must agree to financial participation in the form of local matching funds if the requested ITEP Project is approved for federal funding assistance; and

WHEREAS, the Village’s local matching funds contribution shall be determined

by a future agreement with the State, whereby, if the ITEP Application is approved, the State will authorize a maximum federal share based on eighty percent (80%) of all eligible estimated project costs, but which shall not exceed eighty percent (80%) of all final project costs, and whereby the Village will agree to pay the balance of all final project costs; and

WHEREAS, the Village shall be responsible for any amounts and/or overages with regard to the ITEP Project in excess of the amount provided by ITEP Funds; and

WHEREAS, as a corollary to the ITEP Application and to complete the ITEP Application process, it is necessary for the President and the Village Clerk to execute the ITEP Application and the various forms contained therein, make all required submissions and do all things necessary to submit the ITEP Application in order to seek ITEP Funds; and

WHEREAS, the President and the Village Board have determined that it is necessary, advisable and in the best interest of the Village and its residents to authorize the submission of the ITEP Application, the expenditure of local matching funds and the execution and delivery of the necessary documentation to complete the ITEP Application;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

ARTICLE I. IN GENERAL

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to resolve to submit an application to the ITEP in order to obtain federal ITEP funds to be used for the Roosevelt Road Streetscape Project and to authorize local matching funds upon approval of the requested ITEP Project.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
AUTHORIZATION**

Section 10. Authorization.

The Village Board hereby authorizes and directs the President or her designee to submit the 2022 ITEP Application requesting federal assistance in an amount as shall be determined by a future agreement with the State pending approval of the ITEP Application, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or

agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force upon its passage and approval.

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ADOPTED by the Village Board of the Village of Broadview, Cook County,
Illinois on this ___ day of _____ 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Senior				
Chao-Malave				
Armour				
Shelby				
Abraham				
Miller				
(Mayor Thompson)				
TOTAL				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
____ DAY OF _____ 2022.**

APPROVED,

VILLAGE PRESIDENT

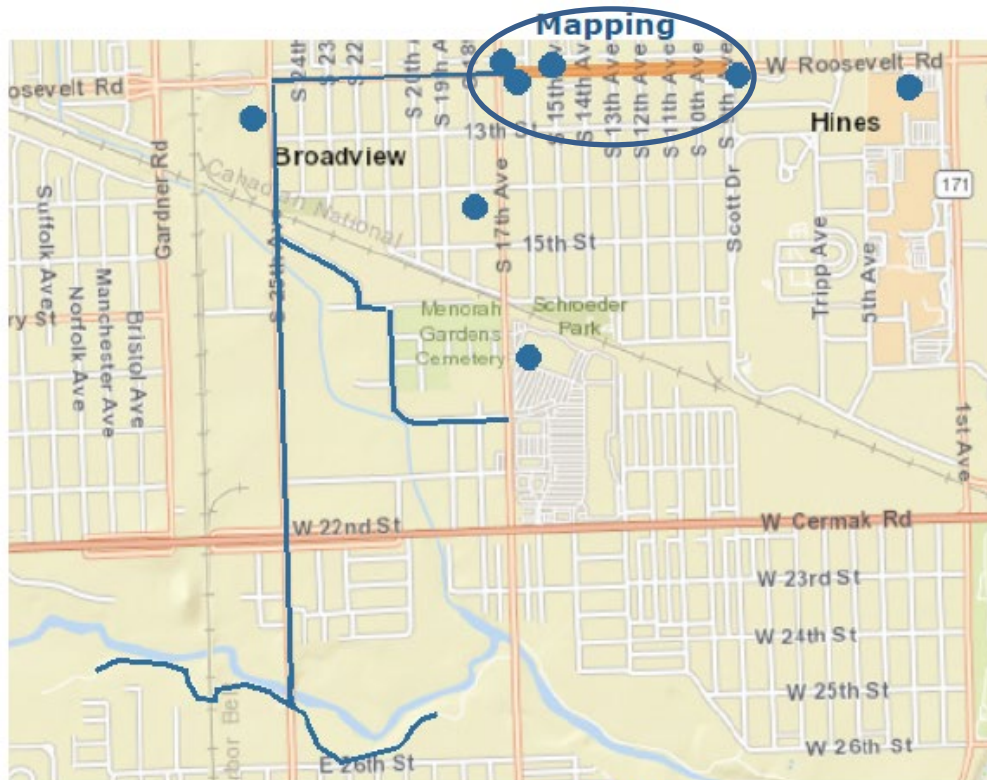
ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A

This request is for improving Roosevelt Road, Village of Broadview, of the corridor from 17th Avenue to the eastern Village limits. This is a highly traveled corridor by foot, bicycle, and motor vehicle traffic, and provides people with access to jobs, businesses, health care and other key destinations. Improvements and enhancements to the sidewalk environment, intersections, bike parking, and bus stops along Roosevelt Road are necessary to revitalize this corridor and improve the safety and comfort of those walking or accessing transit along the route. It will encourage alternative modes of transportation, reduce driving, improve safety, and connect more people to local establishments and community services.



Features

ID	Description
6	Loyola Hospital
8	Downtown Business District
2	Post Office
3	Walgreen's
4	Broadview Village Square
7	Lindop Elementary School
1	Hines Hospital
5	Village Hall
9	25th Avenue - Multiuse Trail (Phase I submitted to IDOT)
12	Streetscape completed in 2015
10	Braga Drive Corridor Bike Lanes (Constructed in 2019)
11	Braga Drive Corridor Bike Lane - Currently in Construction Stage
13	Salt Creek Bike Path

**MOTION TO APPROVE THE REQUEST FOR QUALIFICATIONS FOR CERTAIN
DEMOLITION SERVICES FOR 2412 SOUTH 9TH AVENUE, BROADVIEW, ILLINOIS.**

I move to approve the Request for Qualifications for certain demolition services for 2412 South 9th Avenue, Broadview, Illinois.

**REQUEST FOR QUALIFICATIONS (RFQ) for
DEMOLITION SERVICES FOR
VILLAGE OF BROADVIEW**

REQUEST FOR QUALIFICATIONS (RFQ)
Demolition Services for The Village of Broadview

September 20, 2022

Due Friday, October 14, 2022 at 4:00 P.M.

The Village of Broadview (the “Village”) is requesting qualifications to identify vendors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before Friday, October 14, 2022 at 4:00 P.M.
to:

Village of Broadview
Attn: David Upshaw, Building Commissioner
Village of Broadview Municipal Building
2350 South 25th Avenue, Broadview, Illinois 60155
dupshaw@broadview-il.gov

REQUEST FOR QUALIFICATIONS (RFQ) for DEMOLITION SERVICES FOR VILLAGE OF BROADVIEW

Section I. General Requirements

A. Introduction and Mandatory Terms

The Village will receive responses Monday through Friday, 9:00 A.M. to 4:00 P.M. at 2350 South 25th Avenue, Broadview, Illinois, 60155. Each service provider shall provide four (4) hard copies of their response in a sealed envelope titled "RFQ-2022 - Demolition Services" or via email to dupshaw@broadview-il.gov.

Submissions will be accepted until the close of business on Friday, October 14, 2022 at 4:00 P.M.

Submissions received after the submittal time will be rejected. There is no pre-bid conference currently scheduled.

All additional questions must be submitted via email to dupshaw@broadview-il.gov no later than Friday, October 7, 2022 at 4:00 P.M.

Responses will be reviewed and evaluated in private, and all information regarding status will be kept confidential until a decision is made and a recommendation provided to the Village Board for approval. A successful respondent must provide proper insurance and a Performance Bond acceptable to the Village. Each respondent is to submit their bid as indicated in the Specifications and include all signed supporting documents.

B. Presentation of Request for Qualifications

The Village reserves the right to select a short list of respondents at its own discretion to present their qualifications, respond to questions, and supply supplemental information.

C. Respondents Notification

All registered respondents will be notified in writing of further questions and/or decisions, if any. Any potential respondent wishing to receive notifications must register their name and contact information with the Building Commissioner, David Upshaw, not later than October 7, 2022.

D. Award of Contract

A contract or equivalent agreement may be executed once one or more respondents are found to be qualified; selection of the most qualified is determined by the evaluation committee, and the Village Board approves of the award. Any agreement with a selected respondent is subject to review by the Village Attorney, approval and authorization by the Village of Broadview Board of Trustees, and execution by the Village President. The respondent is advised that neither the Village staff nor any member of the Board of Trustees have the authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void. All agreements must be approved by the Village Board and executed by the Village President.

REQUEST FOR QUALIFICATIONS (RFQ) for DEMOLITION SERVICES FOR VILLAGE OF BROADVIEW

E. Listing of Subcontractors and/or Subconsultants

In order that the Village may be assured that only qualified and competent subcontractors and/or subconsultants will be employed on the proposed project, each respondent shall submit with their response a list of subcontractors and/or subconsultants who would be called upon to perform the work. The service provider shall have determined to their own satisfaction that a listed subcontractor and/or subconsultant has been successfully engaged in this particular type of work for a reasonable length of time and is qualified both technically and financially to perform that pertinent phase of the work for which they are listed.

F. Term of Agreement

The contract term shall be for six (6) months, unless extended by mutual written agreement.

G. Registration and Bonding

Any respondent that is awarded work under this RFQ, as well as any and all subcontractors or consultants, must be registered with the Village, licensed by the Village (if required), and file a bond with the Village (if required).

H. Payments

Payment for services will be negotiated with the successful respondent pursuant to the RFQ process. The Village of Broadview will maintain a ten percent (10%) holdback to be released thirty (30) days after completion of the Project. Further, payments and any late charges shall subject to the Local Government Prompt Payment Act, 50 ILCS 505/1.

I. Hold Harmless and Indemnity

Notwithstanding any limitations or restrictions applicable to any insurance or bonds required hereunder, the respondent shall agree to defend, indemnify and hold the Village of Broadview and its officers, officials, employees, and agents harmless from and against any and all liability, loss, damage, claim, payment or expense, including attorney fees, which the Village or its officers, officials, employees, and agents may incur resulting from or arising out of any error or omission in the performance of the agreement by the respondent, including, without limitation, errors or omissions in the handling, accounting for, or transferring of funds, or to work, services or systems or products provided in the performance of the agreement by the respondent or its employees, agents, servants, associates, contractors, subcontractors, or assignees.

REQUEST FOR QUALIFICATIONS (RFQ) for DEMOLITION SERVICES FOR VILLAGE OF BROADVIEW

INTRODUCTION

Through this Request for Qualifications ("RFQ"), the Village of Broadview seeks proposals from qualified building demolition contractors to assist the Village of Broadview in the demolition of a vacant, commercial property located at 2412 South 9th Ave., Broadview, Illinois 60155. Demolition work will include the demolition and removal of building, asbestos removal, landscaping removal, collection and removal of any debris, and removal of site improvements as more particularly described herein. The firm selected must have qualified personnel who can represent the Village of Broadview in all aspects of property demolition.

PROJECT SPECIFICATIONS

QUALITY ASSURANCE: Contractor shall comply with all applicable EPA, state and local notification regulations before starting demolition. Contractor shall comply with hauling and disposal regulations of all authorities having jurisdiction; all other codes, standards, regulations, and workers' safety rules that are administered by federal agencies (HUD, EPA, OSHA, and DOT) or state agencies (State OSHA, DEM, DOH, etc.); and any other local regulations and standards (i.e. building codes) that may apply. The demolition contractor must secure all local permits. By submitting a proposal, Contractor affirms that they have familiarized themselves with the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and other conditions which may affect performance of this Scope of Work.

PROJECT CONDITIONS: The building to be demolished is vacant. Contractor will not be permitted to store any removed items or materials on-site.

EXAMINATION: Contractor must survey existing site conditions and make an independent determination as to the extent of demolition required and the existence of any hazardous materials or conditions. Contractor must survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition. Contractor must perform regular site examinations as the work progresses to detect hazards resulting from demolition activities.

PREPARATION: Contractor must secure all necessary permits to cut and/or cap all utilities including water, gas, electricity, and sewer; contact JULIE and coordinate identification of all underground utilities; and consult with Com Ed to coordinate the protection of power lines adjacent to the building, if necessary. Contractor must make all preparations to secure and protect the following components, which shall survive all demolition work and remain on the Property: (1) the existing foundation; (2) fences at the South, North, and West of the Property. Contractor must drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, acids, flammables, or other dangerous materials before proceeding with demolition operations. Contractor must employ a certified, licensed exterminator to treat the building and to control rodents and vermin before and during demolition operations. Contractor shall not obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Village of Broadview. Contractor shall provide alternate routes around closed or obstructed traffic ways

REQUEST FOR QUALIFICATIONS (RFQ) for DEMOLITION SERVICES FOR VILLAGE OF BROADVIEW

if required by governing regulations. Contractor must erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. The use of explosives will not be permitted.

POLLUTION CONTROLS: Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C. 1857 (C-7) (the "Clean Air Act"), the U.S. Environmental Protection Agency ("EPA") promulgated National Emission Standards for Hazardous Air Pollutants. See 38 F.R. 8820. Asbestos was designated a hazardous air pollutant, and standards were set for its use and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures. In keeping with the Clean Air Act, Contractor shall cooperate with EPA personnel and allow EPA personnel to freely enter the demolition site, review any records, inspect any demolition method, and sample or observe any omissions. All demolition operations conducted by Contractor are to be in compliance with applicable provisions of Section 112 of the Clean Air Act and 40 C.F.R. Part 61. By responding to this RFP Contractor acknowledges that Sections 113(c)(1) and (2) of the Clean Air Act carry penalties and fines for non-compliance. Contractor must use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Contractor must comply with all applicable environmental protection regulations. Contractor must not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water. Contractor must remove and transport debris only in a manner that will prevent spillage on adjacent surfaces and areas. Contractor must clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations, and return adjacent areas to the conditions existing before the start of demolition.

HOURS OF OPERATION: The Contractor shall accomplish all demolition work required under the contract during the hours allowed by the Village code which are 7:00 A.M. to 5:00 P.M. Monday through Friday and 8:00 A.M. to 4:00 P.M. on Saturday excluding observed holidays. Holidays shall be the legal holidays of New Year's Day, Dr. Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day. The Director may grant permission to perform contract maintenance at other hours. All work shall be completed in a continuous manner before leaving the job site.

PUBLIC SAFETY: All equipment, safety devices and machinery shall be maintained in accordance with existing Illinois State Law (including OSHA) and all technicians should be trained and certified according to their job description.

- a) The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- b) The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.

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c) The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to same.

d) The contractor shall comply with all applicable EPA, state, and local notification regulations before starting demolition. The contractor shall comply with hauling and disposal regulations of authorities having jurisdiction; all other codes, standards, regulations, and worker's safety rules that are administered by HUD, EPA, DOT, OSHA or state agencies and any local regulations and standards that may apply.

PROTECTION OF PROPERTY: All reasonable precautions shall be taken with the demolition equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, irrigation systems, buildings, etc., and the Contractor shall be responsible for damage caused by its operations. Additionally, care will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings and other property from undue damage. If the Director determines that the Contractor has unnecessarily damaged or destroyed property, the Contractor will be notified in writing of the specific nature of the damage and the cost of repair. Damage shall be repaired or replaced to the satisfaction of the Village at the Contractor's expense. The Village will at its option, reduce payment by the amount of the repairs to the Contractor.

ACCIDENT REPORTING: All accidents occurring on the job which damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Village Police Department, Fire Department, Building Department and the Public Works Department. The specifications contained herein describe the minimum requirements of the Village and any omission shall not relieve the Bidder of furnishing quality service in a timely manner.

EQUIPMENT AND VEHICLES: The equipment, vehicles and trailers used by the contractor shall be in good repair and made available to inspection by the Village upon request. All equipment should have the necessary safety features to complete the demolition project. Individuals performing the work shall have adequate training and personal protection equipment to safely complete work outlined in the scope above. All vehicles shall be clearly labeled with the contractor's name and phone number.

DISPOSAL OF DEMOLISHED MATERIALS GENERALLY: Contractor must promptly and properly dispose of demolished materials. Contractor may not allow demolished materials to accumulate on-site, and may not burn demolished materials. Said disposal shall be in compliance with all state, federal and local laws and regulations.

LANDFILL DISPOSAL: Contractor shall transport all demolished materials off-site and legally dispose of them. Contractor must supply the Village of Broadview with copies of all landfill and disposal receipts.

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PREVAILING WAGE ACT: Some or all of the work performed pursuant to this contract is a “public work,” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the “Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Unless the Village determines, from time-to-time, that the Act is inapplicable in whole or in part to the Services for which the Village is utilizing the Contractor, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

RFQ SUBMITTAL REQUIREMENTS

At a minimum, the following submittal requirements shall be included in the response to the RFQ:

a. Cover Letter: Cover letter signed by an authorized representative of the respondent committing the respondent to provide the services as described in the RFQ in accordance with the terms and conditions of this RFQ and any contract awarded pursuant to the RFQ process. The cover letter must include:

1. The number of years the respondent has been in business.
2. An overview of the experience and background of the respondent.
3. The legal name of the entity, its principal place of business, its legal form (corporation, partnership, limited liability company, etc.), the name of all principals and/or owners and/or partners, and authority to do business in Illinois.
4. The name and telephone number of the principal contact.
5. A commitment to comply with all OSHA and other federal, state, and city safety standards.

b. Narrative: A narrative demonstrating the exact type and nature of the respondent’s proposed services and how they accomplish the objectives of the work as well as the ability to rapidly respond to the needs of the Village. The Village will also evaluate the completeness and reasonableness of the firm's proposed plan for accomplishing the inspections and plan reviews set forth above. The narrative should describe the role of and introduce each key individual in the respondent’s organization that will actively be involved in the performance of the services requested herein.

c. Professional Licenses: respondents shall provide evidence and copies of any and all required licenses from the State of Illinois. All documents shall be kept current and valid.

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At respondent's sole expense, it shall procure all necessary licenses, certifications and permits needed to conduct the required work.

d. Rate Structure: Provide a sheet showing proposed hourly rates of firm's staff and equipment utilized for providing demolition services to the Village of Broadview.

e. References: Provide at least three (3) references (names and current phone numbers) from recent work (last 3 jobs) that may be contacted for verification of the respondent's experience and qualifications.

