



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

Construction

SUPPLEMENTAL RESOLUTION 6-R-94

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BE IT RESOLVED, by the Council of the

City of Evanston, Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Ridge Avenue Bridge over CTA Skokie Swift Railroad

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of All Design (Phase II) Engineering required for replacement of the bridge and incidental work.

and shall be constructed feet wide:

and be designated as Section 92-00201-00-BR

2. That there is hereby appropriated the (additional) sum of Seven Thousand, Nine Hundred and no/100 Dollars (\$7,900.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED Department of Transportation District Engineer

I, Miss Kirsten F. Davis Clerk in and for the City of Evanston County of Cook, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council at a meeting on January 24, 1994

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 25th day of January, A.D. 1994 (SEAL) Kirsten F. Davis City Clerk

Local Agency

Evanston(C)



Illinois Department of Transportation

Local Agency Agreement For Federal Participation

Section

92-00201-00-BR

Fund Type

RRRP

State Contract

Day Labor

Local Contract

RR Force Acc

X

This Agreement is made and entered into between the above local agency (LA) and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location

Name Ridge Avenue Route FAU 2744 Length - Miles

Termini Over CTA Skokie Swift

Current Jurisdiction Local

Proposed Str. No. 016-695

Project Description

Existing Str. No. 016-0925

All Design (Phase II) Engineering required for replacement of the structure.

Division of Cost

Type of Work	FHWA	%	State	%	LA	%	Total
Participating Construction	\$	( )	\$	( )	\$	( )	\$
Non-Participating Construction	\$	( )	\$	( )	\$	( )	\$
Preliminary Engineering	\$ 63,200	( 80.0)	\$ 7,900	( 10.0)	\$ 7,900	( 10.0)	\$ 79,000
Construction Engineering	\$	( )	\$	( )	\$	( )	\$
Right of Way	\$	( )	\$	( )	\$	( )	\$
Railroads	\$	( )	\$	( )	\$	( )	\$
Utilities	\$	( )	\$	( )	\$	( )	\$
Sub Total	\$ 63,200		\$ 7,900		\$ 7,900		\$ 79,000
Other Funding Not Included Above	\$		\$		\$		\$
Source of Other Funding:							
Total Project Cost	\$						

NOTE: The above costs and percentages are approximate and subject to change. The percentage(s) recorded and maintained by the STATE, will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentages. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

The LA on \_\_\_\_\_, 19 \_\_\_\_, appropriated, by separate resolution, ordinance or road improvement statement, \$ \_\_\_\_\_ to pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost. LA's share of the cost to be paid with  MFT Funds.  Other Funds.

Method of Financing (State Contract Work)

- METHOD A --Lump Sum (95% of LA Obligation) \$ \_\_\_\_\_
- METHOD B -- \_\_\_\_\_ Monthly Payments of \$ \_\_\_\_\_
- METHOD C -- LA's Share \$ \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.  
(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-346-92	BRM-6003(993)		

## Agreement Provisions

### THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance, and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied and the disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, the STATE and the FHWA.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy For Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map).
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within their respective jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 5 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement:  
To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:  
Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in a lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.  
Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.  
Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual progress payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts Only) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering Only) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition Only) That in the event that the actual construction of the project on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this Agreement is executed the LA will repay the State any Federal Funds received under the terms of this Agreement

- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) That execution of this agreement constitutes the LOCAL AGENCY'S concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY'S certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts Only) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor Only) To authorize the LA to proceed with the construction of the improvement when Agreed-Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way and/or utility work:
  - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share of engineering, right-of-way and/or utility work on the basis of periodic billings, provided said billings contain sufficient cost information and, if said services are performed by a consultant, and show evidence of payment by the LOCAL AGENCY.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregates, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) That this agreement shall be null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation and in the event the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently the MBE requirements of 49 CFR Par 23 apply to this agreement.  
The STATE/LA agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard the STATE/LA shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in part with Federal funds provided under this Agreement. The STATE/LA shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractor or subcontractors including procurement of materials and leases of equipment.  
The LA shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment. Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate.
- (4) This Agreement shall be administered under the provisions of the STATE'S federally approved Disadvantaged Business Enterprise Program.

**ADDENDA**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this Agreement.

Addendum N/A

(Insert NA, if not applicable)(or else addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name \_\_\_\_\_

Title City Manager  
County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

APPROVED

State of Illinois  
Department of Transportation

By: \_\_\_\_\_  
Director of Highways

\_\_\_\_\_ Date

