

3/18/94

24-R-94

A Resolution

Authorizing the City Manager to Enter Into
an Agreement with the State of Illinois for the
Resurfacing of Green Bay Road Between
Isabella and Livingston Streets

WHEREAS, Green Bay Road between Emerson and Livingston
Streets has been resurfaced and otherwise improved; and

WHEREAS, extension of said resurfacing and improvements
north on Green Bay Road from Livingston Street to Isabella Street
is desirable in that it will facilitate traffic flow; and

WHEREAS, the State of Illinois will reimburse the City
for up to \$350,000.00 in costs for said project; and

WHEREAS, the State and the City are desirous of
entering into a contract embodying the terms of reimbursement;
and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager of the City of
Evanston is hereby authorized and directed to sign, and the City
Clerk directed to attest, a contract in substantially the same
terms as that attached hereto as Exhibit A and made a part
hereof, for the reimbursement of the City by the State of up to
\$350,000.00 for a project known as "section 94-00198-00-RS and
state job no. C-91-071-94" for the resurfacing of Green Bay Road
between Livingston and Isabella Streets, and for the construction

of other appurtenant items thereon. The City Manager is authorized to negotiate any additional terms as may be in the best interests of the City.

SECTION 2: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Lorraine A. Norton
Mayor

ATTEST:
Kuster Adams
City Clerk

Adopted: March 28, 1994

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, A. D., 19____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF EVANSTON, in Cook County, in the State of Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the parties hereto, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving Greenbay Road between Isabella Street and Livingston Street in Evanston, consisting of roadway resurfacing and other appurtenant items, said improvement to be identified as Section 94-00198-00-RS and STATE Job No. C-91-071-94 for Construction and hereinafter referred to as the PROJECT; and

WHEREAS the parties hereto are desirous of said PROJECT in that same will be of immediate benefit to the residents of the area and permanent in nature; and

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

1. The CITY, agrees to make or cause to be made all surveys, prepare or cause to be prepared all necessary plans, specifications and estimates, furnish the resident engineer together with the construction engineering, proportioning of materials and inspection during the construction of the improvement, provide acceptance sampling and testing of materials in accordance with the Standard Specifications for Road and Bridge Construction (hereinafter called the SPECIFICATION), Project Procedures Guide and methods prescribed by the STATE.

2. Upon approval of the final plans and specifications by the STATE, the CITY agrees to cause the project to be constructed in accordance with the plans and specifications.
3. The disposition of encroachments, if any, shall be cooperatively determined by representatives of the CITY and the STATE.
4. The CITY will certify to the STATE that all necessary right-of-way has been acquired in compliance with established State Land Acquisition Policies and Procedures.
5. The CITY agrees to exercise its franchise rights to cause private utilities to be relocated at no expense to the STATE. The CITY further agrees to regulate or cause to be regulated, on a continuing basis, the use of highway right-of-way by utilities in the manner set forth in the current edition of the "Utility Accommodation Policy For All Federal-Aid Work and MFT Construction Projects on County and Township Highways and Municipal Streets in Illinois".
6. The CITY agrees to retain or cause to be retained jurisdiction and maintenance of the roadways within the limits of the improvement upon completion and final field inspection by the STATE.
7. The parties hereto mutually agree that the estimated cost of the PROJECT is as follows:

	STATE	CITY	TOTAL
Roadway Construction and Engineering	\$350,000.00(100%)	\$ 0.00 (0%)	\$350,000.00

The STATE agrees to pay a maximum amount of \$350,000 for the PROJECT costs. The STATE will reimburse the CITY for its share of the costs upon final inspection and acceptance by the State of the work done and receipt of a request for payment. Any costs in excess of the maximum stated shall be the responsibility of the CITY.

8. The STATE and CITY shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractors or subcontractors, including procurement of materials and leases of equipment.
The STATE and CITY shall include the provisions of this special provision in every subagreement contract, including procurement or materials and leases of equipment. Failure to carry out the requirements set forth above shall constitute breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate.
9. The CITY agrees 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 CITY 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.
10. This agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded prior to January 1, 1995.
11. This agreement shall be binding upon and inure to the benefits of the parties, their successors and assigns.

City of Evanston

C-92-071-94

85161

FOR THE CITY OF EVANSTON THIS

APPROVED BY STATE OF ILLINOIS

_____ day of _____, 1994.

DEPARTMENT OF TRANSPORTATION

BY _____
CITY MANAGER

BY _____
DIRECTOR OF HIGHWAYS

ATTEST _____
CITY

DATE