

57-R-94

A RESOLUTION

Authorizing the City Manager to Sign
Easement Agreement and Easement Letter with Evanston
School District No. 65

WHEREAS, the City of Evanston desires a perpetual Easement and four temporary Easements for Phase IV of the Sewer System Facilities Plan; and

WHEREAS, Evanston School District No. 65 is the owner of the land upon which the aforesaid easements will run;

WHEREAS, the City of Evanston has agreed to certain design modifications, and construction schedules concerning the aforesaid Phase IV Sewer System Plan; said modifications as set forth in easement letter marked as Exhibit A attached hereto and incorporated herein by reference.

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: 1) Exhibit A the aforesaid easement letter and 2) easement agreement marked as Exhibit B attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions as are in the best interest of the City of Evanston.

SECTION 3: This Resolution shall be in full force and

effect following its passage and approval in the manner required by
law.

Lorraine A. Norton
Mayor

ATTEST:

Kristen Davis
City Clerk

Adopted: September 12, 1994

September 7, 1994

Dr. Darwin Johnson, Superintendent
District 65 School Board
1314 Ridge Avenue
Evanston, Illinois 60201

Subj: Evanston Relief Sewer Project
M.L. King School Easement

Dear Dr. Johnson:

The School Board has before it a proposed agreement for temporary and permanent easements for construction of relief sewers and a connection to the Metropolitan Water Reclamation District of Greater Chicago deep tunnel (TARP) system. This proposed agreement is based upon the current relief sewer construction plans prepared for the City, for which Bids were received August 16, 1994. The low Bidder has come forward with an alternate proposal for this construction which will materially reduce construction disturbance at the M.L. King School site.

It is the City's intention to accept the alternate proposal offered by our contractor. However, this effort will require modification of the construction drawings for this work, as well as revision to the easement agreement now before the District 65 School Board and to the easement agreement recently approved by the Water Reclamation District Board. Unfortunately, the City will not be able to complete these design modifications and prepare revised easement agreements in time to comply with Illinois Environmental Protection Agency Low-Interest Loan Program funding allocation cut-off date of September 30, 1994. As such, the City is at risk of loosing in excess of \$8,000,000 in funding for the project.

Therefore, in order to meet IEPA funding allocation dates, the City requests that the School District 65 Board approve the current easement agreement before the Board. In consideration of this approval, the City agrees not to construct the relief sewer in its current alignment, but rather to pursue the modification of the relief sewer construction as suggested by its contractor. Final details of this modification will, of course, be presented to the District 65 Board for its concurrence. The construction modification proposed by the City's contractor will eliminate the need for the work site to the southwest of the school (the City will, however, still repave the existing parking area as previously proposed). The modification will also shorten the overall construction schedule such that all work including restoration of lawn areas, parking lots and athletic areas will be completed by December 31, 1995, eight months earlier than the current schedule. The proposed timeline for this alternate proposal is presented as Attachment 1 to this letter.

Dr. Darwin Johnson
September 7, 1994
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In addition, the City agrees to the following considerations, which have already been included in the current design:

1. Sight -obscuring chain-link fencing will be placed around the work areas on the M. L. King School site. This fencing will be equipped with a lockable gate at Dempster Street, which will be the only entrance to the work site. The fencing and gates will be a minimum of ten feet high.
2. A crossing guard will be stationed at the contractor's entrance to the M.L. King School site work area at all times when the contractor is working.
3. Any grass areas damaged by construction will be restored with sod.
4. Any trees removed as a result of construction operations will be replaced. The final easement agreement will show which trees are to be removed and replaced, if any.
5. The current basketball/tennis court paved area northwest of the school will be reconstructed at the completion of work in the northwest work area (date to be determined based upon the modified relief sewer design). The final surface use (i.e. parking, tennis courts, basketball, etc.) will be determined by District 65 and the City will be advised of the District's desired surface when the easement is negotiated.
6. The current paved, but overgrown and unused parking area south of the school will be reconstructed at the completion of construction operations (date to be determined based upon the modified relief sewer design). The final surface use (i.e. parking, basketball, etc.) will be determined by District 65 and the City will be advised of the District's desired surface when the easement is negotiated.

We trust that this information will assist School District 65 in finalizing its approval of our proposed easement agreement. We wish to assure the District that the City will treat this approval as a procedural convenience only; and, will provide the District with an opportunity for full review the design modifications proposed by our contractor and respective easement changes prior to the start of any construction. As always, we would be pleased to answer any questions you may have regarding the material presented in this letter or any other phase of our efforts.

Yours sincerely,

Accepted:

Dated:

Eric A. Anderson
City Manager

ATTACHMENT 1

TIMELINE FOR CONSTRUCTION AT M.L. KING LABORATORY SCHOOL

The Contractor awarded the work at the M L King School site is required to establish his own work plan and sequence of construction operations within the constraints of the Construction Contract. Following is our opinion of the most probable sequence of work operations at the M L King site based upon the contractor's initial submittals for the modified relief sewer design:

Site Preparation Activities:

The Contractor will likely commence initial site preparation in November of 1994. This initial site preparation will involve installation of construction site fencing and the temporary site road. This work will need to be completed before the ground freezes for winter. It is expected that performing this work in late fall will produce less noise, less dust and will be generally less disturbing to the School than if undertaken in the Spring of 1995. The Contractor will likely install the temporary site road fully to the northwest work area and fence northwest site in a single operation to maximize efficiency. This work will take one to two weeks to complete. Road construction will involve minor grading to strip grass off the road bed, placement of an eight-inch gravel base, and placement of the 2-inch bituminous surface. Fence posts will need to be driven and the fence fabric installed.

Construction at the Northwest Work Area:

The initial task in preparation for tunnel construction will be installation of the tunnel work shaft in the northwest work area. Shaft construction is anticipated to begin in January, 1995, and will take 4 to eight weeks to complete. Shaft construction will require the use a crane and other engine-driven construction equipment. Five to 10 truckloads of dirt will need to be removed from the site each work day.

Following completion of the work shaft, the Contractor will commence tunneling operations, most likely around March 1. Sewer tunneling is essentially a soil-drilling process. Blasting or other percussive excavation is prohibited. Therefore, tunneling will cause little if any ground vibration. Typically, only crane and some smaller engine-driven construction equipment will be required above the ground surface during the tunneling operation. The greatest disturbance will likely come from the occasional dumping of the small muck cars which bring excavated soils out of the tunnel. Because of the size of the sewer being installed, 108-inch, the tunneling operation progresses rather slowly. As such, only 8 to 12 truckloads of excavated soil will need to be removed from site over each work day. As the tunnel is advanced, a modular system of steel and timber bracing is installed to support the excavation. The majority of bracing assembly takes place underground, however, some fabrication of materials may take place above-ground. This fabrication requires the use of carpentry-type hand tools. There will also be periodic deliveries of miscellaneous construction materials, primarily steel ribs and lumber for tunnel bracing, to the site.

ATTACHMENT 1 (continued)**TIMELINE FOR CONSTRUCTION AT M.L. KING LABORATORY SCHOOL**

Tunnel excavation will likely be completed by June, 1995. After the tunnel is excavated, it will be lined with a poured-in-place concrete liner. Lining will begin from the upstream end of the tunnel at Greenwood Street and Darrow Avenue and will progress westward to the School site. The majority of this liner will be placed from work shafts along Greenwood Street. However, the portions of the tunnel adjacent to the work shaft on the M.L.King site will need to be installed from that shaft. It is anticipated that the lining process at the school site will require 2 to 4 weeks to complete. The most likely time for this work is July of 1995. The lining operation requires deliveries of reinforcing steel and concrete. However, the majority of work involved in the lining process is performed underground.

Construction of the underground structures required at the northwest work site will begin in April of 1995 and may continue as late as October of 1995. However, the Contractor is being offered a bonus of \$1,500 per day for early completion of work at the northwest work area, to accelerate this schedule. There are three major structures and interconnecting piping to be constructed. Because of the proximity of these structures and the confines of the work site, the Contractor will likely undertake construction of these structures consecutively rather than simultaneously. This allows the Contractor to reuse shoring and formwork. Consecutive construction also reduces soil handling. The Contractor can use the soils excavated for the second structure in backfilling the first and so on, thus minimizing the amount of soil removed from the site or stockpiled at any one time.

Approximately 60 days will be required for construction of each of the three major structures. The initial construction operation for each structure will, of course be excavation. Any excess soil not required for backfilling will need to be trucked off-site. Excavation and backfilling will require the use of heavy earth-moving equipment. The remainder of the construction will be accomplished largely with a crane, smaller engine-driven equipment, and a variety of electric and air-operated hand tools. As such, general noise levels should be relatively low, with the noisiest operation being excavation/backfilling. The Contractor will be encouraged to do earth-moving work outside of school hours whenever possible.

The underground structures will be constructed largely of poured-in-place, reinforced concrete. As such, the construction process will involve periodic deliveries of reinforcing steel and cement. In the typical sequence of operations, the Contractor will spend several days placing reinforcing steel and setting up formwork for a particular section of the work. The amount of formwork set up is generally based on what can be poured in a single workday. When the steel and forms are ready, the Contractor will pour concrete. The freshly poured concrete is allowed to cure 1 to 3 days and then the forms are removed. This process is repeated until the structure is completed. The greatest levels of noise and other disturbance occur on pour days due to concrete trucks entering and leaving the construction site. The Contractor will be encouraged to schedule these pour days on non-school days whenever possible.

ATTACHMENT 1 (continued)**TIMELINE FOR CONSTRUCTION AT M.L. KING LABORATORY SCHOOL**

The final construction operation for each structure is backfilling. As discussed previously, we anticipate that the Contractor will elect to backfill one structure simultaneously with the excavation of the next structure. This minimizes the Contractor's handling of soils and, as a side benefit, minimizes general disturbance at the construction site. We expect the final backfilling operation to be completed in October of 1995.

Final Restoration of Work Area:

Repaving of the parking lot to the southwest of the school building will be undertaken in summer of 1995. Final restoration of the access road area and northwest construction sites will begin not later than October of 1995 and be completed by December of 1995. If the Contractor is able to accelerate the installation of the underground structures, this restoration schedule will also be accelerated. Restoration will include removal of site fencing and the temporary site road, repaving of the portion of the north parking lot disturbed by construction, replacement of the tennis/basketball court; replacement of the bicycle parking area; restoration of other areas; and resodding of grassed areas disturbed by construction.

Easement Agreement for two perpetual and four temporary Easements Across Evanston School District #65 for Ingress and Egress, and construction and maintenance of Relief Sewer in Evanston, Illinois.

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 1994, by and between **EVANSTON SCHOOL DISTRICT #65**, hereinafter called the "Grantor" and the **CITY OF EVANSTON**, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter called the "Grantee".

WHEREAS, the Grantee desires one perpetual Easement and four temporary Easements of Phase IV of its sewer system facilities plan located East of North Shore Channel and South of McDaniel Avenue in Evanston Illinois, as follows:

- A. Perpetual Easement for Relief Sewers and Facilities as shown and described in Exhibit A, depicted as P.E.- B (PERMANENT EASEMENT - B).
- B. Perpetual Easement for Relief Sewers and Facilities as shown and described in Exhibit A, depicted as P.E.- M (PERMANENT EASEMENT - M, where Metropolitan Water Reclamation District of Greater Chicago perpetual Easements depicted as P.E.-K and P.E.-H respectively and District permission for a perpetual Easement of P.E.-K and P.E.-H is obtained).

- C. Temporary Easement for construction of Relief Sewers and Facilities as shown and described in Exhibit A, depicted as T.E.- A (TEMPORARY EASEMENT - A).
- D. Temporary Easement for construction of Relief Sewers and Facilities as shown and described in Exhibit A, depicted as T.E.- C (TEMPORARY EASEMENT - C).
- E. Temporary Easement for construction of Relief Sewers and Facilities as shown and described in Exhibit A, depicted as T.E.- D (TEMPORARY EASEMENT - D).
- F. Temporary Easement for construction of Relief Sewers and Facilities as shown and described in Exhibit A, depicted as T.E.- E (TEMPORARY EASEMENT - E).

WHEREAS, the Grantor is willing to grant to the Grantee the easements aforesaid, upon the conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the representations, covenants, conditions, undertakings, and agreements herein made, the parties hereto agree as follows:

ARTICLE ONE

1.01 All of the foregoing recitals are incorporated by reference herein and made a part hereof, which constitute the factual basis for this transaction.

1.02 The Grantor hereby grants unto the Grantee a perpetual easement, right, privilege and authority to construct, reconstruct, repair, operate and maintain and remove its "Improvements and Facilities" and access thereto, on and under the easement premises legally described and depicted in Exhibit "A" which is attached hereto and made a part hereof and for no other purpose whatsoever. The Improvements and Facilities consist of a 108" and 48" diameter relief sewer pipes, air vent structure, junction structure #2, junction structure #1, overflow structure, junction box at MWRD collecting structure and ancillary construction.

1.03 The Grantee covenants and agrees in consideration of the grant of said easement to pay to the Grantor a one-time easement fee of one and no/100 dollars (\$1.00), receipt of which is hereby acknowledged.

1.04 The Grantee and the Grantor hereby covenant and agree to take all reasonable care not to disrupt each other's work and operations or create significant additional costs for each other.

1.05 The Grantee hereby covenants and agrees to exempt the Grantor from the new tax on out-of-state purchases of natural gas beginning in fiscal year 1994-1995.

1.06 The Grantee hereby covenants and agrees to exempt the Grantor from other existing utilities taxes beginning in fiscal year 1995-1996.

1.07 The Grantee hereby covenants and agrees not to begin construction work in the easements legally described in Exhibit "A" which is attached hereto until the summer of 1995.

ARTICLE TWO

2.01 Grantee shall construct, install, operate, maintain and remove the "Improvements and Facilities", in a good and workmanlike manner at its sole cost, risk and expense.

ARTICLE THREE

3.01 The Grantor expressly retains its interest in and rights to the use and occupation of the easement premises subject to the easement rights herein granted, and subject to the Grantee's right, on reasonable advance notice to Grantor, to reasonable means of access to said relief sewer and appurtenances for the construction, reconstruction, repair, relocation, maintenance or removal of same.

3.02 The Grantee shall defend, indemnify, keep and save harmless the Grantor, its trustees, officers, employees and agents and Grantee's beneficiary and its parent, subsidiary and affiliated companies and the officers, employees, and agents of each of them against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs or expenses (including reasonable attorneys fees) which may in any wise accrue, directly or indirectly as a result of negligence or omission of Grantee or its employees, or Grantee's contractors or subcontractors or

their employees, in consequence of the granting of this easement.

ARTICLE FOUR

4.01 The Grantee covenants and agrees that it will reimburse the Grantor, make all necessary repairs (including replacement of subsurface and surface, to conditions existing as of the date hereof) at its sole cost and expense and otherwise keep and save harmless the Grantor from any loss, cost or expense suffered to the property of the Grantor by way of damage to or destruction thereof, caused by any act or omission of the Grantee, Grantee's agents, employees, contractors or sub-contractors, or their employees.

ARTICLE FIVE

5.01 The easement herein granted shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE SIX

6.01 The Grantee, prior to entering upon said premises and using the same for the purposes for which this easement is granted, shall at Grantee's sole cost and expense obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the United States of America, the State of Illinois, the County, and the City in which the subject property is located.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be executed in triplicate by their duly authorized officers, duly attested and their corporate seals to be hereunto affixed.

CITY OF EVANSTON

By: _____

ATTEST:

Clerk

EVANSTON SCHOOL DISTRICT #65

By: _____

Its: _____

ATTEST:

Its: _____