

11-14-94

76-R-94

A RESOLUTION

AGREEMENT OF UNDERSTANDING BY AND BETWEEN THE
DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, AND
THE CITY OF EVANSTON

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

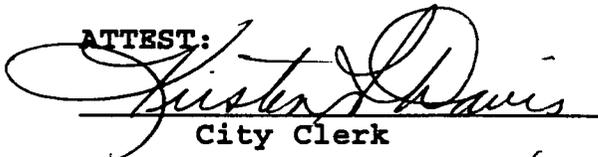
SECTION 1: That the City Manager and the City Engineer of
the City of Evanston is hereby authorized to sign the Agreement of
Understanding between the Illinois Department of Transportation and
the City of Evanston. Said Agreement of Understanding is marked as
Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: This Resolution shall be in full force and
effect following its passage and approval in the manner required by
law.



Mayor

ATTEST:



City Clerk

Adopted: November 21, 1994

AGREEMENT OF UNDERSTANDING

This agreement, by and between the DEPARTMENT OF TRANSPORTATION, State of Illinois, hereinafter called the DEPARTMENT, and the CITY OF EVANSTON, of the State of Illinois, hereinafter called the MUNICIPALITY.

WITNESSETH:

WHEREAS, the Illinois Highway Code provides that the DEPARTMENT, upon satisfying itself that the City Engineer's office in a municipality is adequately organized, staffed, equipped and financed to discharge satisfactorily the duties and requirements of Section 7-203.2, may grant a municipality permission to construct and maintain streets or highways or sections thereof when such projects are financed in whole or in part with any funds received from the State except Federal-aid funds, without approval and supervision of the Department, providing the municipality will enter into an agreement of understanding with the Department, and;

WHEREAS, this agreement addresses the approval of Municipal Motor Fuel Tax, 80,000 Pound Truck Access Road, Economic Development, Conservation Access Road and any other road fund projects administered under Motor Fuel Tax policies and procedures, and;

WHEREAS, the MUNICIPALITY has complied with the requirements of Section 7-301 of the Illinois Highway Code;

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

THE MUNICIPALITY AGREES:

1. That it will maintain an adequate, fully staffed organization and will keep the DEPARTMENT currently advised of the organization and key staffing.
2. That it will effect a coordinated annual construction and maintenance program in accordance with the intent of the law;

Exhibit A

3. That it will follow the procedure set forth in Section 7-203 of the Illinois Highway Code for the construction and maintenance of any street or highway;
4. That it will supply the DEPARTMENT, for record purposes, two copies each of the maintenance estimate, appropriation resolutions, engineer's estimates, specifications, plans, changes in plans, contracts (if any), tabulations of bids, and a statement showing the funds were expended upon completion of the work. Forms BLR 6303, Engineer's Final Payment Estimate and BLR 7201, Final Report, and the maintenance expenditure statement will be used for this purpose;
5. To obtain all necessary environmental clearances and construction permit before advertising a project for letting or constructing the project with its own forces;
6. That plans for street or highway construction and maintenance work will be designed in accordance with the latest design policies adopted by the Bureau of Local Roads and Streets. Modifications and design deviations proposed by the MUNICIPALITY must be approved by the DEPARTMENT through its District Engineer;
7. That plans and specifications will be prepared by a registered professional engineer or under his or her direct supervision. All plans shall bear the engineer's professional and structural seal as applicable;
8. To obtain the DEPARTMENT'S approval of plans and specifications for improvement of State Highways and appurtenances thereto prior to advertising for bids;
9. To obtain the DEPARTMENT's approval of all connections to the State Highway System;
10. That all right-of-way will be secured prior to advertising a project for letting, unless prior approval by the DEPARTMENT has been secured;

11. To advertise for bids and let contracts for maintenance or construction to the lowest responsible bidder, or with the concurrence of the DEPARTMENT, do the work itself through its officers, agents and employees;
12. That it will perform or cause to be performed construction and material inspections required in connection with its construction and maintenance projects using procedures acceptable to the DEPARTMENT. The MUNICIPALITY will document the inspections and make said documentation available to the DEPARTMENT at all times;
13. To withhold final payment to the contractor on construction projects involving State Highways and appurtenances until written certification is received that the work has been performed in accordance with the plans and specifications and accepted by the DEPARTMENT;
14. 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 Audit 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;
15. That it will submit an annual report to the DEPARTMENT by February 1 of each year, listing the projects undertaken, a description of each project, the status of the projects, the amount and type of funds expended and a map showing the locations of the various projects for the previous calendar year;

16. That use of Motor Fuel Tax Funds other than specified in this agreement will require approval by the DEPARTMENT.

THE DEPARTMENT AGREES:

1. That in view of the foregoing covenants, its approval and supervision of any activities related to construction and maintenance projects and expenditures funded by Motor Fuel Tax and any other road funds received from the State and administered under Motor Fuel Tax policies and procedures will not be required except as hereinabove specified.

IT IS MUTUALLY AGREED:

1. That executed joint agreements between the MUNICIPALITY and DEPARTMENT will be required for all projects being funded with one or more of the following state funds:
 - A. 80,000 Pound Truck Access Road Funds.
 - B. Economic Development Funds.
 - C. Conservation Access Road Funds.
 - D. Any other state funded programs being administered under Motor Fuel Tax policies and procedures except Motor Fuel Tax funded projects.
2. That the provisions of this agreement shall not apply to any Federally-funded projects and/or state funded projects not administered under Motor Fuel Tax policies and procedures;
3. The DEPARTMENT may make periodic inspections of the jobsite, if it deems necessary, to satisfy itself that the work is being done in compliance with the plans, specifications and departmental procedures;
4. This agreement shall remain in full force and effect unless terminated by either party. This agreement shall be temporarily suspended during any period the MUNICIPALITY does not have a full time City Engineer.

Executed by the MUNICIPALITY this _____ day of _____, 19____.

_____ CITY
State of Illinois, acting by & through
its _____

CITY ENGINEER

By _____
CITY MANAGER

Executed by the DEPARTMENT this _____ day of _____, 19____.

STATE OF ILLINOIS, DEPARTMENT OF
TRANSPORTATION

DIRECTOR OF HIGHWAYS