

6/5/96

36-R-96

A RESOLUTION

Authorizing the City Manager to Sign the Local Agency
Agreement for Federal Participation in the Ridge Avenue
Retaining Wall Restoration Project

WHEREAS, the City of Evanston is desirous of enhancing and restoring the Ridge Avenue retaining wall between Dempster and Lake Streets and between Davis and Lyon Streets ("The Project"); and

WHEREAS, The Project consists of dismantling the wall, improving the underdrainage behind the wall, re-mortaring the limestone together, and replacing portions of abutting sidewalks and curbs; and

WHEREAS, these improvements will enhance the appearance of Ridge Avenue, as well as the public safety of users of that thoroughfare; and

WHEREAS, eighty percent of funding for The Project is from the Federal Government, with the remainder, approximately fifty thousand dollars, from General Obligation Bonds and the Motor Fuel Tax Fund; and

WHEREAS, the Illinois Department of Transportation will let the bids for The Project and award the contract; and

WHEREAS, to participate in The Project and receive the Federally - appropriated funds therefor, the City must enter into a "Local Agency Agreement for Federal Participation",

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

SECTION 1: That the City Manager is hereby authorized to execute the aforesaid local Agency Agreement between the City and the State of Illinois for restoration of the therein - specified portions of the Ridge Avenue retaining wall. A copy of the Agreement is attached hereto as Exhibit A and made a part hereof.

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

SECTION 3: 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.



Mayor

ATTEST:


City Clerk

Adopted: June 10, 1996

Local Agency Evanston (C)	 Illinois Department of Transportation Local Agency Agreement For Federal Participation	Section 94-00202-00-HP			
		Fund Type STE			
		State Contract X	Day Labor	Local Contract	RR Force Account

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 Ave. Route FAU 2744 Length 0.4 Miles
 Termini 1. Dempster St. to Lake St. 2. Davis Street to Lyon St.

Current Jurisdiction Local

Project Description

Existing Str. No. N/A

The project consists of the removal and replacement of the existing limestone wall. Also construction of an underdrain system behind the wall for relief of hydrostatic pressure as well as earth excavation, placement of topsoil and sod, removal and replacement of sidewalk and curb and all incidental work to complete the project.

Division of Cost

Type of Work	FHWA	%	State	%	LA	%	Total
Participating Construction	\$ 200,000.	(80.0)	\$	()\$ 50,000.	(20.0)	\$ 250,000.
Non-Participating Construction	\$	()	\$	()\$	(100.0)	\$
Preliminary Engineering	\$	()	\$	()\$	()	\$
Construction Engineering	\$	()	\$	()\$	(100.0)	\$
Right of Way	\$	()	\$	()\$	()	\$
Right-of-Way	\$	()	\$	()\$	()	\$
Utilities	\$	()	\$	()\$	()	\$
Sub Total	\$ 200,000.*		\$		\$		\$ 250,000.
Other Funding Not Included Above							\$ 250,000.
Source of Other Funding:							
Total Project Cost							\$ 250,000.

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.

*Maximum Federal Participation.

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 \$ 50,000. 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
C-91-440-94	STPTE-00D1 (386)				

Exhibit A

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;
- (9) 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.

