



RESOLUTION 15-R-93

RESOLUTION 15-R-93

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 Preliminary (Phase I) Engineering required for replacement of the bridge and incidental work.

and shall be constructed feet wide

and be designated as Section 92-00201-00BR

2. That there is hereby appropriated the (additional) sum of Thirteen Thousand and no/100 Dollars (\$13,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract (Specify Contract or Day Labor); 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

Distrcit Engineer

I, Mrs. Kirsten F. Davis City 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 25, 1993

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

26th day of January, A.D. 19 93

(SEAL)

City Clerk.

Municipality Evanston (C)	 Illinois Department of Transportation Preliminary Engineering Local Agency Agreement For Federal Participation	Section 92-00201-00-BR
Township		Fund Type BRRP
County		State Contract Day Labor Local Contract X RR Force Acc

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 3509** Length **-** Miles
 Termini **Over CTA Skokie - Swift Railroad.**

Project Description

Existing Str. No. **016-6957**

All Preliminary (Phase I) Engineering required for replacement of the bridge and all incidental work.

Division of Cost

Type of Work	FHWA	%	State	%	LA	%	Total
Participating Construction	\$	()	\$	()	\$	()	\$
Non-Participating Construction	\$	()	\$	()	\$	()	\$
Preliminary Engineering	\$52,000	(80.00)	\$	()	\$13,000	(20.00)	\$ 65,000
Construction Engineering	\$	()	\$	()	\$	()	\$
Right of Way	\$	()	\$	()	\$	()	\$
Railroads	\$	()	\$	()	\$	()	\$
Utilities	\$	()	\$	()	\$	()	\$
Sub Total	<u>\$ 52,000</u>		<u>\$</u>		<u>\$ 13,000</u>		<u>\$ 65,000</u>
Other Funding Not Included Above	<u>52,000</u>		<u>\$</u>		<u>13,000</u>		<u>65,000</u>
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 costs for billings and reimbursements. If funding is lump sum and 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)

For Department Use Only

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-346-92	BRM-6003 (992)		

Agreement Provisions

The Local Agency Agrees:

- (1) To acquire in its name 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 maintain, or cause to be maintained, the completed improvement in a manner satisfactory to the STATE and FHWA;
- (5) To comply with all applicable Executive Orders and Federal Highways Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (6) To preserve and produce upon request of responsible STATE or FHWA officials all records for this project for the purpose of an audit for a period of three years after the FHWA payment of the final voucher;
- (7) Provisions will be made, if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (8) The failure of the LA to comply with Federal requirements may result in the loss (partial or total) of Federal participation as determined by the FHWA;
- (9) (STATE Contracts Only) That the method of payment designed 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.
- (10) (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.
- (11) (Preliminary Engineering Only) That in the event the right-of-way acquisition or actual construction of the project for which the preliminary engineering is undertaken with Federal participation is not started within five years following the date of approval and authorization to proceed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (12) (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.
- (13) 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 indicated 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.

