

79-R-93

A RESOLUTION

Authorizing the City Manager to Enter
a Pace Funding Agreement
Davis Street Elevated Station - Evanston, Illinois

WHEREAS, the Chicago Transit Authority ("CTA") is the legal title holder to the real estate commonly known as Davis Street Station in Evanston, Illinois, a portion of which real estate is legally described on Exhibit "A" attached hereto and specifically incorporated by reference herein ("Leased Property"); and

WHEREAS, the City of Evanston is responsible for the renovation of the Davis Street Station; and

WHEREAS, the City of Evanston will construct a Pace Drivers' Restroom on the Leased Property and Pace has agreed to participate in the cost of such construction on terms and conditions as are more fully hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1: That the City Manager of the City of Evanston is hereby authorized and directed to enter into an Agreement with Pace to construct a Drivers' Restroom: that the Agreement shall be in substantial conformance with the Agreement attached hereto and incorporated herein by reference as Exhibit A.

SECTION 2: That this Resolution shall be in full force

and effect from and after its passage, and approval.

Lorraine H. Norton
Mayor

ATTEST:

Kustan Davis
City Clerk

Adopted: June 28, 1993

**PACE FUNDING AGREEMENT
DAVIS STREET ELEVATED STATION - EVANSTON, ILLINOIS**

THIS AGREEMENT is made this _____ day of _____, 1993, by and between **SUBURBAN BUS DIVISION OF THE RTA** (hereinafter "Pace"), an Illinois municipal corporation and **THE CITY OF EVANSTON** (hereinafter "Evanston").

WHEREAS, THE CHICAGO TRANSIT AUTHORITY (hereinafter "CTA") is the legal title holder to the real estate commonly known as Davis Street Station in Evanston, Illinois, a portion of which real estate is legally described on Exhibit "A" attached hereto and specifically incorporated by reference herein ("Leased Property"); and

WHEREAS, Evanston is responsible for the renovation of the Davis Street Station; and

WHEREAS, Evanston will construct a Pace Drivers' Restroom on the Leased Property and Pace has agreed to participate in the cost of such construction on terms and conditions as are more fully hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of **TEN (\$10.00) DOLLARS** paid in hand by each of the parties to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Except as otherwise provided herein, Evanston shall be responsible for performing all work associated with the construction of the Pace Drivers' Restroom Facility (hereinafter "the Facility") and paying the contractor(s) for the performance of such work. Pace shall not have any obligation for any costs or claims arising from the work other than in accordance with this Agreement and the Lease Agreement. Said work shall include masonry, plumbing, electrical, metal pan ceiling, painting, doors, frames and finished hardware for construction of a Pace Drivers' Restroom Facility, in accordance with the Schematic Plan and Estimated Costs attached hereto collectively as Exhibit "B" and specifically incorporated by reference herein. Pace agrees to reimburse Evanston for the lesser of: a) all construction costs of and for the Facility, as set forth in Exhibit "B" attached hereto, provided that all such fees and costs have been approved by Pace; or b) **TWENTY TWO THOUSAND THREE HUNDRED FIVE (\$22,305.00) DOLLARS**. Reimbursement will be based on the actual cost for construction of the Facility as shown in invoices delivered to Pace, and shall be paid in accordance with paragraph 2 hereof.

2. From time to time during construction of the Facility, Evanston shall provide Pace with invoices properly documenting the work performed and the cost of construction of the Facility. Pace shall pay the required amounts to Evanston after inspection by a mutually acceptable licensed architect and verification by Pace field inspectors and within thirty (30) days of receipt of such invoices. Upon reasonable prior notice, Evanston agrees to allow Pace or any designee of Pace to perform at its expense at any time during normal business hours one or more audits of all records pertaining to the costs associated with the construction of the Facility, and

Evanston agrees to make available to Pace for on-site inspection all records in conjunction therewith for such purpose. Each party agrees to promptly refund any money reasonably due the other party as a result of the audit(s). Final payment shall be made after completion of all work and a licensed architect submits a signed certification of completion in a form reasonably satisfactory to Pace.

3. Evanston agrees to indemnify, defend and hold Pace harmless from any claim for loss of life, injury to person or damage to property arising out of obligations and activities of Evanston pursuant to this Agreement, except to the extent such claims are attributable to the intentional, negligent, or wilful act or omission of Pace or its employees or agents. The right to enforce the foregoing indemnity shall survive completion of all work contemplated hereunder and final payment by Pace.

4. Each party agrees to comply with all laws, ordinances and municipal regulations governing its use of the Facility.

5. Notwithstanding anything to the contrary herein contained, it is understood that construction of the Facility will commence only after written direction to Evanston to proceed is issued by Pace.

6. Evanston agrees to allow Pace's inspectors access to the Leased Property at all times for purposes of inspecting the work in progress or completed.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. All notices hereunder shall be served by certified mail as hereinafter indicated:

If to Evanston: Director of Public Works
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

If to Pace: Pace
550 West Algonquin Road
Arlington Heights, IL 60005

Attn: Rosemarie Truppa

With a copy to: Ash, Anos, Freedman & Logan
77 West Washington street
Suite 1211
Chicago, IL 60602

Attn: Lawrence M. Freedman

9. Each of the parties hereto expressly warrant and represent to the other that they have been duly authorized to execute the within agreement and to perform all of the obligations contained herein including but not limited to the making of the warranties set forth in paragraph 3 hereof.

PACE, SUBURBAN BUS DIVISION
OF THE RTA

CITY OF EVANSTON

BY: _____

BY: _____

Title

Title