

1/18/95

9-R-95

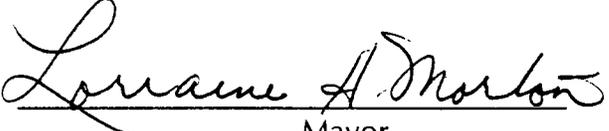
A RESOLUTION

11
Authorizing the City Manager to Execute
a Joint Agreement with the State and Other
Municipalities to Engage in a Federally-
Funded Project for Bicycle Racks and Lockers

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

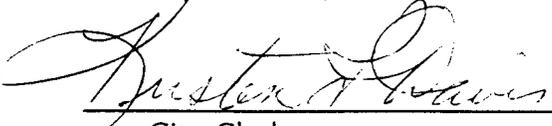
SECTION 1: That the City Manager of the City of Evanston is hereby authorized to execute a Joint Agreement with the State of Illinois and other members of the Chicago Area Transportation Study Councils of Mayors for the purchasing and installing of bicycle racks and lockers at various locations, said project to utilize certain federal funds. Said Agreement is marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That 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: January 23, 1995

EXHIBIT A

AGREEMENT

THIS AGREEMENT is entered into this day of , 199 A.D. by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the members of the Chicago Area Transportation Study Councils of Mayors, in the State of Illinois, hereinafter called the LOCAL AGENCIES.

WITNESSETH

WHEREAS, the parties hereto, in the interest of promoting the use of non-motorized vehicles to improve air quality, are desirous of purchasing and installing bicycle racks and lockers at various locations throughout District One of the STATE; and

WHEREAS, the Village of Frankfort has agreed to act as the LEAD LOCAL AGENCY, said improvement shall be identified as Frankfort Section 94-00020-00-BT, Federal Project No. CMM-7003(167) and STATE Job No. C-91-307-94; and

WHEREAS, the parties hereto are desirous of said PROJECT in that same will be of immediate benefit to the residents of the area and permanent in nature; and

WHEREAS, the parties hereto wish to avail themselves of certain Federal funds appropriated from the Congestion Mitigation and Air Quality Improvement (CMAQ) Program for this improvement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

Frankfort

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99681/1-18

I. LOCAL AGENCIES:

Each Council of Mayors shall be represented by one LOCAL AGENCY which shall be billed for the costs associated with the improvement for all participating municipalities within that council and related to each council. These LOCAL AGENCIES and their respective section numbers are identified as follows:

<u>LOCAL AGENCY</u>	<u>COUNCIL</u>	<u>SECTION NUMBER</u>
1. Frankfort (Lead)	Will County	94-00020-00-BT
2. Bloomingdale	DuPage County	94-00030-00-BT
3. Evanston	North Shore	94-00203-00-BT
4. Buffalo Grove	Northwest	94-00069-00-BT
5. Oak Park	North Central	94-00218-00-BT
6. Brookfield	Central	94-00108-00-BT
7. Orland Park	Southwest	94-00038-00-BT
8. Kane County	Kane County	94-00212-00-BT
9. Lake County	Lake County	94-00000-00-BT
10. McHenry County	McHenry County	94-00199-00-BT
11. East Hazelcrest	South Suburban	94-00016-00-BT

II. THE LOCAL AGENCIES AGREE:

- (1) 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.
- (2) To comply with all applicable Executive Orders and Federal Highways Acts pursuant to the Equal Employment Opportunity and Non-discrimination Regulations required by the U.S. Department of Transportation.

- (3) That the LEAD LOCAL AGENCY shall 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 LEAD LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General 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.
- (4) The failure of the LOCAL AGENCIES to comply with Federal requirements may result in the loss (partial or total) of Federal participation within that council as determined by the FHWA.
- (5) To pay to the STATE their respective financial contributions as follows:

The LOCAL AGENCIES, upon receipt of the Contractor's first and subsequent progressive bills, to pay an amount equal to their share of the construction cost, divided by the estimated total cost, multiplied by the actual progress payment (appropriately adjusted for nonparticipating costs), until their entire obligation has been paid. To pay to the LEAD LOCAL AGENCY their pro-rata share of the local match portion of construction engineering and administration fees on the basis of periodic billings, provided each bill includes evidence of payment.
- (6) That execution of this agreement constitutes the LOCAL AGENCIES concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (7) To exercise their rights reserved under franchise granted to private utilities to cause private utilities to be relocated at no expense to the STATE.

District Wide Bicycle Racks

- (8) Upon completion of the improvement and final inspection by the STATE the LOCAL AGENCIES shall maintain or cause to be maintained, in a manner satisfactory to STATE and FHWA, their respective portions of the improvement in accordance with established jurisdictional authority.
- (9) To the best of their knowledge and belief their 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 (2) of this certification;
 - (d) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, local) terminated for cause or default;

III. THE STATE AGREES:

- (1) 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.
- (2) To reimburse the LEAD LOCAL AGENCY for the FHWA share of construction engineering on the basis of periodic billings, provided each bill includes evidence of payment.

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IV. IT IS MUTUALLY AGREED:

- (1) That this agreement shall be null and void in the event that the FHWA does not approve the proposed improvement for Federal-Aid Participation and in the event the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this agreement.
- (2) It is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

The STATE and LOCAL AGENCIES agree to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the STATE and LOCAL AGENCIES shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The STATE and LOCAL AGENCIES shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractor, including procurement of materials and leases of equipment.

The STATE and LOCAL AGENCIES shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment. Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate.

This Agreement shall be administered under the provisions of the STATE'S federally approved Disadvantaged Business Enterprise Program.

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(3) The Division of Cost of the proposed improvement is estimated as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>FHWA</u>	<u>%</u>	<u>LOCAL AGENCIES</u>	<u>%</u>	<u>TOTAL</u>
Bicycle Rack Type A5	657	\$183,960	(80)	\$45,990	(20)	\$229,950.
Bicycle Rack Type B	220	48,400	(80)	12,100	(20)	60,500.
Bicycle Rack Type C (Storage)	175	49,000	(80)	12,250	(20)	61,250.
Bicycle Locker	54	88,992	(80)	22,248	(20)	111,240.
Concrete Footing	376	3,008	(80)	752	(20)	3,760.
Concrete Pad	50,051sqft.	150,153	(80)	37,538	(20)	187,691.
Traffic Control & Protection	1	4,000	(80)	1,000	(20)	5,000.
Construction Engineering		48,000	(80)	12,000	(20)	60,000.
Non-Participating Construction			(0)		(100)	
TOTALS		\$575,513.		\$143,878.		\$719,391.

(See Addendum for quantities in each local agency)

(4) This agreement and covenants contained herein shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in quintuplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the CITY, the _____ CITY OF EVANSTON

day of _____, 199

ATTEST:

CITY CLERK

By: _____

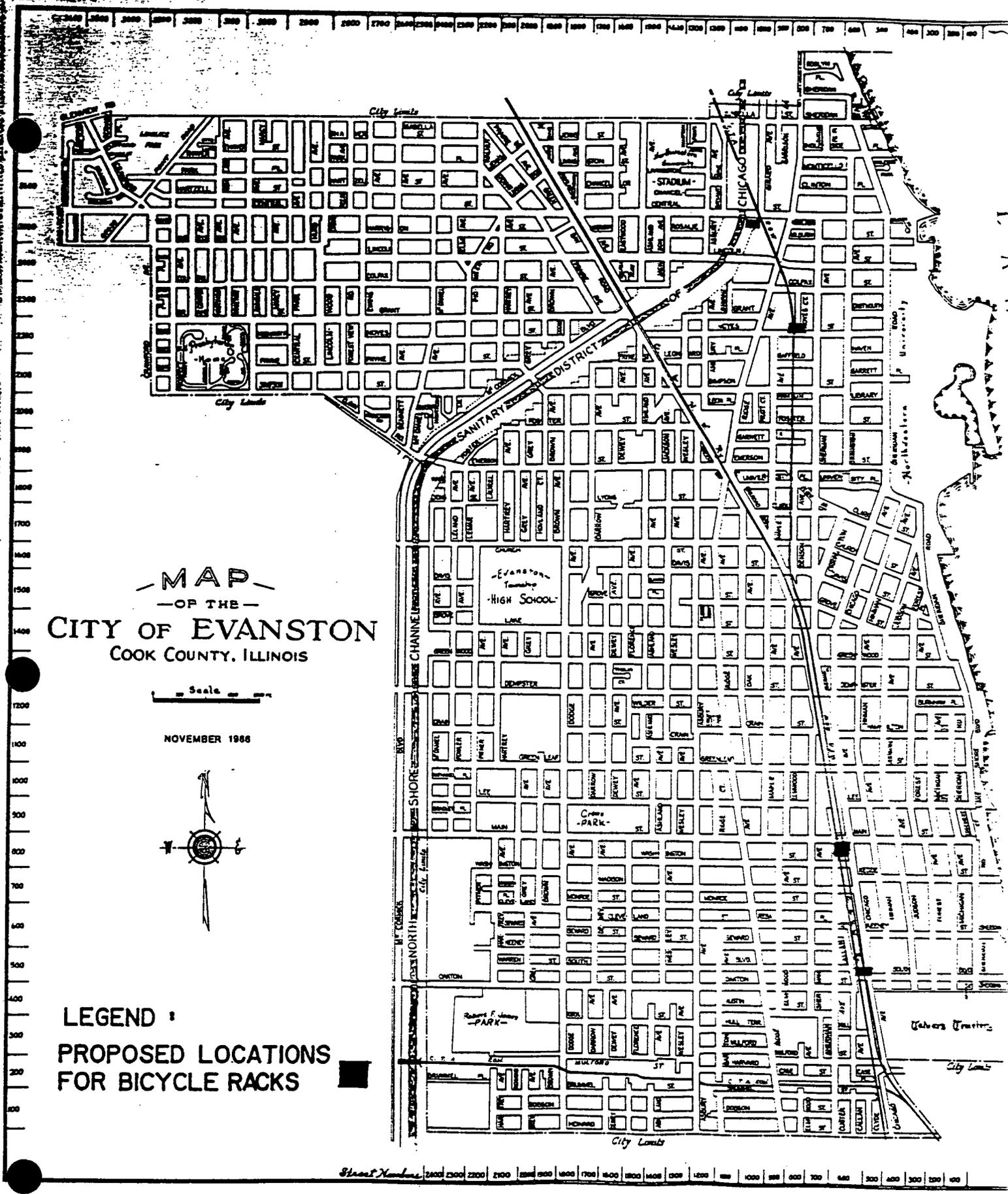
CITY MANAGER

APPLICABLE PERCENTAGE OF COST
FOR LOCAL SHARE OF TRAFFIC CONTROL
AND CONSTRUCTION ENGINEERING

<u>LOCAL AGENCY</u>	<u>PERCENTAGE</u>
1. Frankfort	3.92
2. Bloomingdale	26.72
3. Evanston	13.26
4. Buffalo Grove	11.13
5. Oak Park	2.75
6. Brookfield	0.69
7. Orland Park	4.64
8. Kane County	15.21
9. Lake County	8.86
10. McHenry County	2.77
11. E. Hazel Crest	<u>10.05</u>
TOTALS	100.00

ADDENDUM NUMBER ONE
 TO THE JOINT AGREEMENT
 FRANKFORT SECTION 94-00020-00-BT
 FEDERAL PROJECT CMM-7003(167)
 STATE JOB NUMBER C-91-307-94

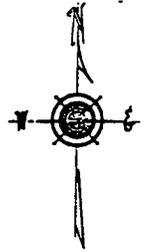
<u>LOCAL AGENCY</u>	RACKS AND LOCKERS				<u>CONCRETE</u>	<u>CONCRETE</u>
	<u>TYPE A5</u>	<u>TYPE B</u>	<u>TYPE C</u>	<u>LOCKERS</u>	<u>FOOTINGS</u>	<u>PAD (SQ. FT.)</u>
1. Frankfort	34	0	0	3	30	1,955
2. Bloomingdale	70	23	108	28	4	12,992
3. Evanston	124	45	0	0	62	8,130
4. Buffalo Grv.	106	0	44	0	36	5,350
5. Oak Park	24	9	0	0	2	1,900
6. Brookfield	6	0	5	0	0	175
7. Orland Park	28	56	0	0	108	1,105
8. Kane County	123	9	0	8	4	10,034
9. Lake County	41	61	8	5	60	3,305
10. McHenry County	24	11	0	0	26	1,720
11. E. Hazel Crest	<u>77</u>	<u>6</u>	<u>10</u>	<u>10</u>	<u>44</u>	<u>3,385</u>
TOTALS	657	220	175	54	376	50,051



MAP
 OF THE
 CITY OF EVANSTON
 COOK COUNTY, ILLINOIS

Scale

NOVEMBER 1988



LEGEND :
 PROPOSED LOCATIONS
 FOR BICYCLE RACKS

Street Numbers 2500 2300 2200 2100 2000 1900 1800 1700 1600 1500 1400 1300 1200 1100 1000 900 800 700 600 500 400 300 200 100

FY 94 SUBURBAN BICYCLE RACKS & LOCKERS PROGRAM
 LOCATION MAP FOR BICYCLE RACKS