

3/8/2010

23-R-10

A RESOLUTION

**Authorizing the City Manager to Execute an
Intergovernmental Agreement with the Village of Wilmette
For the Isabella Street Emergency Repair Program**

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

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Agreement, attached hereto as Exhibit A and incorporated herein by reference.

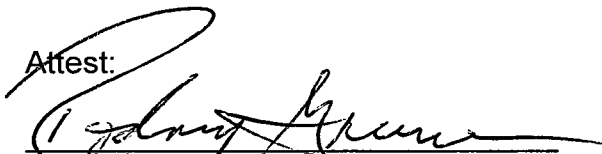
SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement as he may determine to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.



Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: March 22, 2010

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WILMETTE
FOR THE ISABELLA STREET EMERGENCY REPAIR PROGRAM**

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**JOINT AGREEMENT BETWEEN THE VILLAGE OF WILMETTE
AND THE CITY OF EVANSTON FOR THE
ISABELLA STREET EMERGENCY REPAIR PROGRAM**

AGREEMENT made this 27th day of April, 2010, by and between the VILLAGE OF WILMETTE and the CITY OF EVANSTON, both of the County of Cook, Illinois:

WITNESSETH:

WHEREAS, the Village of Wilmette and the City of Evanston have received a four hundred fifteen thousand dollar (\$415,000.00) Illinois Department of Transportation ("IDOT") Emergency Repair Program ("ERP") grant for the resurfacing of a portion of Isabella Street; and

WHEREAS, said grant is to partially fund necessary improvements to Isabella Street, from Ewing Avenue/14th Street to Green Bay Road, specifically roadway improvements and utility improvements to provide for a new roadway surface, partial curb and gutter replacement, and spot repair on the sewer system for the Village of Wilmette as well as the City of Evanston; and

WHEREAS, the aforementioned portion of Isabella Street is partially in the Village of Wilmette and partially in the City of Evanston; and

WHEREAS, the City of Evanston has agreed to be the lead agency in constructing said improvements and shall provide design engineering services, valued at twenty-five thousand dollars (\$25,000.00), and construction engineering services, valued at thirty thousand dollars (\$30,000.00), for said improvements; and

WHEREAS, the City of Evanston's aforementioned engineering services shall be paid for with funds from the ERP grant; and

WHEREAS, the low bid cost for said improvements is three hundred ninety-one thousand, three dollars and four cents (\$391,003.04); and

WHEREAS, the Village of Wilmette shall pay seventy-eight percent (78%) of the actual costs of sewer work, estimated to be twenty-four thousand, one hundred eighty-three dollars (\$24,183.00), that cannot be funded using the ERP grant; and

WHEREAS, the City of Evanston shall pay twenty-two percent (22%) of the actual costs of sewer work, estimated to be six thousand, eight hundred twenty-one dollars (\$6,821.00), that cannot be funded using the ERP grant; and

WHEREAS, should the total cost of the improvements exceed the low bid cost of three hundred ninety-one thousand, three dollars and four cents (\$391,003.04), the City of Evanston and the Village of Wilmette shall pay the additional costs based on a formula to be agreed upon by the Village Manager of Wilmette and the Village Manager of Evanston which shall take into account the nature of the excess costs and the location of the work to which such excess costs are attributable; and

WHEREAS, the Board of Trustees of the Village of Wilmette, on the 27th day of April, 2010, has authorized the Village Manager of the Village of Wilmette to enter into an agreement for the construction of said improvement; and

WHEREAS, the City Council of the City of Evanston, on the 22nd day of March, 2010, by its resolution, has authorized its City Manager to enter into an agreement for said improvement,

NOW, THEREFORE, in consideration of the promises and the mutual understandings and agreements of the parties hereto, and in conformity with all applicable law, IT IS AGREED THAT:

- 1) The above recitals are incorporated herein and made a part hereof.
- 2) The bidding and letting of contract(s) for the work to be performed hereunder, as well as City of Evanston engineering services, shall be done in accordance with City ordinances, practices, and procedures, the 2009 IDOT Standard Specifications for Road and Bridges, and Supplemental Specifications and Recurring Special Provisions and IDOT Procedures. In the event of a conflict, the aforementioned Specifications for Roads and Bridges shall control.
- 3) The City of Evanston shall not, without the additional written consent of the Village of Wilmette: award a contract exceeding the low bid cost of three hundred ninety-one thousand, three dollars and four cents (\$391,003.04) to any party; or award a contract to any party other than the lowest responsive and responsible bidder.
- 4) Bid specifications issued by the City of Evanston pursuant to this Agreement shall be subject to approval by the Village of Wilmette and shall:
 - a) Require that the contractor provide the Village of Wilmette with a certificate of insurance naming the Village of Wilmette as an additional insured and an agreement to indemnify and hold harmless the Village of Wilmette from all claims arising out of the contractor's performance, on the same terms and conditions as those provided to the City of Evanston; and
 - b) Provide therein that the Village of Wilmette is intended to be a third-party beneficiary of the contract, and that any terms establishing rights and authority in the City of Evanston shall also be deemed to extend to the Village of Wilmette.
- 5) The Village of Wilmette, upon written request from the City of Evanston, shall promptly convey to the City of Evanston sufficient funds to meet the portion of each request for payment submitted by the Contractor that is attributable to the

Village of Wilmette pursuant to this Agreement, and shall do so in a timely manner so as to allow the City of Evanston to meet its payment obligations pursuant to its contract with said Contractor without default.

- 6) Both of the parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to preserve and assert any claims that a party may have against a contractor performing work under this Agreement.

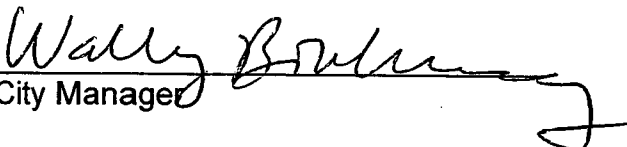
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

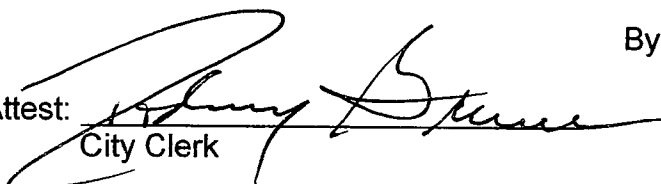
Village of Wilmette

By: 
Village Manager

Attest: 
Village Clerk

City of Evanston

By: 
City Manager

Attest: 
City Clerk

Approved as to form:


W. Grant Farrar
Corporation Counsel