

6/17/2015

68-R-15

A RESOLUTION

**Authorizing the City Manager to Execute an
Intergovernmental Agreement with the Illinois Department of
Transportation for the Routine Maintenance of State Routes**

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance;

WHEREAS, the City of Evanston and the Illinois Department of Transportation ("IDOT") are "public agencies" within the meaning of the Illinois Intergovernmental Cooperation Act and the aforementioned public agencies desire to enter into an intergovernmental agreement to share resources;

WHEREAS, the state will continue to reimburse the City of Evanston for all expenses incurred by the City pursuant to its work under the intergovernmental agreement;

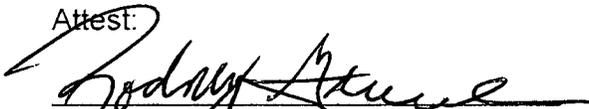
WHEREAS, the intergovernmental agreement outlines that the City agrees to continue to assist with Routine Maintenance of State Routes throughout the City of Evanston (the "Intergovernmental Agreement," attached hereto as "Exhibit A");
and

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

SECTION 1: The City Manager is hereby authorized to negotiate and further execute the Intergovernmental Agreement with IDOT, which will conform to the referenced objectives. The Intergovernmental Agreement will be approved as to form by the City's Corporation Counsel prior to execution.

SECTION 2: 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: June 22, 2015

EXHIBIT A
Intergovernmental Agreement



**Illinois Department
of Transportation**

Intergovernmental Agreement

Governmental Body Name City of Evanston			
Address 2100 Ridge Avenue			
City, State, Zip Evanston, Illinois 60201			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number (847) 448-4311	Fax Number None	FEIN/TIN 30-0002870-40	DUNS NA
Brief Description of Service (full description specified in Part 5) Routine maintenance of State routes.			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: July 01, 2015
Total Compensation Amount \$634,100 Estimate		Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2025

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

(Name and Title of Authorized Representative) (Signature of Authorized Representative) _____ Date

FOR THE DEPARTMENT:

Aaron A. Weatherholt, Deputy Director, Division of Highways _____ Date
William M. Barnes, Chief Counsel (Approved as to form) _____ Date

By:

Omer M. Osman, P.E., Director, Division of Highways & Chief Engineer _____ Date
Jim J. Olcark, Interim Chief Financial Officer _____ Date

By:

By: _____
Randall S. Blankenhorn, Acting Secretary of Transportation _____ Date

By:

Print Name

Print Title

**INTERGOVERNMENTAL AGREEMENT
FOR
ROUTINE MAINTENANCE OF STATE ROUTES**

This Agreement is by and between

City of Evanston

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

2100 Ridge Avenue

Evanston, IL 60201

Attn: Wally Bobkiewicz

Email: wbobkiewicz@cityofevanston.org

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

**PART 1
SCOPE / COMPENSATION / TERM**

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **July 01, 2015** to **June 30, 2025**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation. This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.

G. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL

BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

PART 3 FEDERALLY FUNDED AGREEMENTS

[Not applicable to this Agreement.]

PART 4 SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the municipality of the deficiencies to be corrected before invoicing will be authorized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation
District 1,
Attn.: Operations Supervisor
1916 Techny Rd.
Northbrook, IL 60062

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY'S remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) days written notice.

In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work. [Not Applicable To This Agreement]

F. Software. [Not Applicable To This Agreement]

G. Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. Travel Expenses. Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Evanston

Taxpayer Identification Number: 30-0002870-40

Legal Status (check one):

- Tax-exempt Government
 Nonresident Alien Other _____

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

- A. The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENTS jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A:

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by _____ on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

- B. **Maintenance Requirements.** The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following routine services, as necessary:
- routine surface and pothole repairs
 - temporary full depth patching;
 - removing expansion bumps on bituminous surfaces;
 - sealing cracks and joints;
 - cleaning;
 - picking up litter;
 - controlling snow and ice; and
 - all other routine operational services.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up litter;
- mowing; and
- repairing surface.

- C. **Responsibilities.** The GOVERNMENTAL BODY agrees to the following:
- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
 - must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement

- cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
 - must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and
 - must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

**PART 6
COMPENSATION FOR SERVICES**

A. Funding: State Funds (Appropriation Code: 011-49405-4472-0200) \$634,100 (Estimate) 100% Share

B. Terms and Conditions:

1. GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2016 through 2025 must not exceed the previous year's total payment **plus** cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;
2. The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT's Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula – Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet – Municipal Maintenance (Attachment A) under the conditions stated in Section B.1 above;
3. The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and
4. The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

**PART 7
CERTIFICATION REGARDING LOBBYING
(49 CFR PART 20)
[NOT APPLICABLE TO THIS AGREEMENT]**

**PART 8
AGREEMENT AWARD NOTIFICATION
REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds? Yes No

Amount of Federal funds: None

Federal Project Number:

NA

Name of Project:

State Routes Maintenance Agreement

CFDA Number*, Federal Agency, Program Title:

NA

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

COMPUTATION SHEET - MUNICIPAL MAINTENANCE
 For the Period beginning July 1, 2015, ending June 30, 2016

LINE NO.	ROUTE	SECTION	STREET NAME	INTERSECTING STREETS		TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	PORTIONS UNDER AGREEMENT					MAINT. ALLOWANCE		
				FROM	TO					LENGTH IN FEET	LANE MILES	ADT/LANE	SOURCE	RATE/LN. MI.	ADJ. FACTOR	ROUTE TOTALS	SUB-TOTALS
1	SA 055	3348	Ashbury	Oakton	Howard	46'	M-C	20'	2	Center	2396	0.91	10200	C-1978	704	5.91	3786.18
2	SA 118	0607	Central	Sherman	Greenbay	40'	C	40'	2	Center	4511	1.71	5400	C-1969	608	5.91	6144.51
3	SA 118	0506.1	Central	Greenbay	Lincolnwood	40'	C	40'	4	Full Roadway	4463	3.38	2725	C-1969	486	5.91	9708.24
4	SA 121	0707.1	Church	Dodge	McDaniel	40'	C	40'	4	Full Roadway	2523	1.92		S-2002	485	5.91	5503.39
5	SA 051	3640	Crawford	Gross Point	Central	40'	C	40'	4	Full Roadway	191	0.14	4300	S-2002	565	5.91	467.48
6	SA 051	3640	Crawford	Central	Harrison	57'	C	20'	2	Adj. to E Curb	790	0.30	8600	S 2002	672	5.91	1191.46
7	III 58	3228	Dempster	Forest	Chicago	29'	M	17'	2	Center	1531	0.58	14600	S-2002	792	5.91	2714.82
8	III 58	3228RS	Dempster	Chicago	Elmwood	43'	M	20'	2	Center	845	0.32	14600	S-2002	792	5.91	1497.83
9	III 58	3228RS	Dempster	Elmwood	Ridge	32'	M	20'	2	Center	1320	0.50	14600	S-2002	792	5.91	2340.36
10	SA 123	123-1011	Dempster	Ridge	McDaniel	40'	C	18'	2	Center	5354	2.03	14600	S-2002	792	5.91	9501.86
11	FAU 2744	4041N-86	Greenbay Road	Noyes Street	370' N/o McCormick Boulevard	2@20'	S	2@20'	4	Adj to Median	714	0.54	5050	S-2002	601	5.91	1918.03
12	FAU 2744	4141B-R-1 (86)	Greenbay Road	@ North Shore Channel		2@20'	S	2@20'	4	Adj to Median	146	0.11	5050	S-2002	601	5.91	390.71
13	FAU 2744	4041N-86	MEDIAN	Noyes Street	370' N/o McCormick Boulevard	4'				Painted Median	960	0.18			165	5.91	175.53
14	SA 047	0506	Gross Point	Harrison	Crawford	40' V	C	40'	4	Full Roadway	216	0.16	2400	S-2002	465	5.91	439.70
15			Sheridan Road	South Boulevard	East Lake Terrace	62'	M-S	2-24'	4	Adj to Median	2423	1.84	6750	S-2002	635	5.91	6905.24
16	SA 128	1819	South Boulevard	Chicago	Sheridan Road	40'	C	20'	2	Center	2059	0.78	3900	C-1978	545	5.91	2512.34
TOTALS											30442	15.40					55,198.00