

5/10/2016

37-R-16

A RESOLUTION

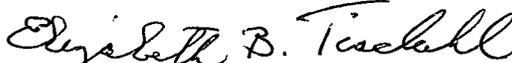
**Authorizing the City Manager to Execute an
Intergovernmental Agreement with the City of Chicago
For the Howard Street traffic signal & street resurfacing project and
existing traffic signals maintenance**

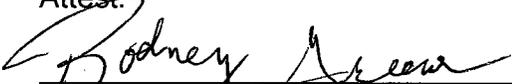
**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS:**

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 Intergovernmental Agreement with the City of Chicago for the Howard Street Resurfacing and Traffic Signal Improvement and Maintenance (the "Agreement"), attached hereto as Exhibit 1 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 deem 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: May 23, 2016

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF EVANSTON AND
THE CITY OF CHICAGO FOR THE
HOWARD STREET TRAFFIC SIGNAL & STREET RESURFACING PROJECT AND
EXISTING TRAFFIC SIGNALS MAINTENANCE**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND
THE CITY OF EVANSTON**

This intergovernmental agreement (the "Agreement"), made and entered into this _____ day of _____, 2016 (the "Effective Date") by and between the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "City"), by and through its Department of Transportation ("CDOT"), the City of Evanston, an Illinois municipal corporation and home rule unit of local government as described in the Illinois Constitution ("Evanston"), collectively referred to as the "Parties" or each a "Party."

RECITALS

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; and

WHEREAS, the Parties are "public agencies" within the meaning of the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to, but without limitation, the home rule powers under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Evanston desires to improve a portion of Howard Street that lies within its boundaries with roadway resurfacing, partial curb and gutter replacement, perform improvements to the sidewalk aprons consistent with the American Disabilities Act of 1990 as amended, and traffic signal installation (the "Evanston Resurfacing Project"); and

WHEREAS, Evanston also desires to modernize traffic signals at Howard Street and Kedzie Avenue (the "Modernized Signals") and install new traffic signals and other traffic control devices at the intersection of Howard Street and Sacramento Avenue (the "New Signals"); and

WHEREAS, the aforementioned intersections are partially in the City and partially in Evanston; and

WHEREAS, both the City and Evanston desire that the City will maintain the Modernized Signals and New Signals, as well as continue to maintain the traffic signals at several other locations, all of which are listed on Exhibit A, attached hereto (the "City Maintenance Project"); and

WHEREAS, the Parties wish to associate, cooperate, and enter into an intergovernmental agreement to define each Party's rights and responsibilities in regards to the City Maintenance Project; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual

covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

ARTICLE 1: INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2: SERVICES AND FUNDING

2.1 Resurfacing Project: All responsibilities of completing the Evanston Resurfacing Project, including cost, shall be the sole responsibility of Evanston. Should the City improve the portion of Howard Street that lies within its boundaries with resurfacing, partial curb and gutter replacements, all responsibilities of such improvements, including cost, shall be the sole responsibility of the City.

2.2 After consulting with CDOT as to the specifications and type, Evanston shall order the New Signals and ensure they are delivered to the agreed upon CDOT facility for testing. The cost of such testing shall be waived by CDOT. After completion of testing and approval of the New Signals by CDOT, Evanston shall install the New Signals, after obtaining the necessary permits and other approvals that may be required, as agreed up on by the Parties.

2.3 City Maintenance Project

(a) The Parties agree that the City shall maintain and be responsible for the energy costs for the traffic signals listed on Exhibit A attached hereto. It is agreed that the actual maintenance will be performed by the City, either with its own forces or through contractual agreements.

(b) The Parties agree that the modernization of traffic control devices, excluding that of the Modernized Signals, is not covered under this agreement.

(c) The Parties agree that the City shall maintain the signals and devices at least to the level of maintenance specified in Exhibit B attached hereto. It is understood that this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

(d) The City agrees to maintain all signal equipment and interconnects associated with interconnected signal systems. The City also agrees to determine the signal timing to coordinate and regulate the flow of traffic.

(e) The Parties agree that any damage by a Party or a Party's contractor to the traffic signals or traffic control devices shall be repaired by the Party responsible for the damage, or the Party that engaged the contractor that caused the damage.

(f) The Parties agree that all traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings

between the Parties for traffic signals and/or other traffic control devices in this Agreement shall upon execution of this Agreement by the Parties be superseded and be of no force or effect.

ARTICLE 3: TERM

3.1 The term of the Agreement shall commence as of the Effective Date and shall terminate at the date that is 20 years after the Effective Date, or until the Agreement has been terminated in accordance with its terms, whichever occurs first. This Agreement may be renewed for two successive 10-year terms if extended by a valid amendment executed by both of the Parties.

Either party may terminate the Agreement for its convenience, at any time by providing one years notice in writing to the other Party.

ARTICLE 4: CONSENT

4.1 Whenever the consent or approval of a Party to this Agreement is required hereunder, such consent or approval shall be given by the authorized representative of each of the Parties and shall not be unreasonably withheld. The authorized representative for the City shall be the Commissioner of its Department of Transportation, or his or her designee. The authorized representative for Evanston shall be the City Manager, or his or her designee.

ARTICLE 5: NOTICE OF CLAIM OR SUIT

5.1 Upon receipt of a notice of claim or suit which in any manner results from, arises out of, or is connected with performance by any Party pursuant to this Agreement, each Party shall use its best efforts to provide timely notice of same to the other Parties and shall fully cooperate in the investigation of said claim or suit.

ARTICLE 6: NOTICE

Notice to Evanston shall be addressed to: City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attention: City Manager

With a copy to: City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attention: Corporation Counsel

Notice to the City shall be addressed to: Department of Transportation
30 North LaSalle Street, Room 1100
Chicago, Illinois 60602-2570
Attention: Commissioner

With a copy to: Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, telecopy or facsimile (FAX) machine; (c) overnight courier; (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Provided, any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

ARTICLE 7: ASSIGNMENT; BINDING EFFECT

7.1 This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

7.2 This Agreement shall inure to the benefit of and shall be binding upon the City and Evanston, and their respective successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the Parties hereto and such successors and assigns.

ARTICLE 8: COMPLIANCE WITH LAWS

8.1 The Parties shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE 9: GOVERNING LAW AND SEVERABILITY

9.1 This Agreement shall be governed by the laws of the State of Illinois. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE 10: COUNTERPARTS

10.1 This Agreement may be executed in counterparts, each of which shall be deemed an original.

ARTICLE 11: ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement executed by all the Parties.

ARTICLE 12: AUTHORITY

12.1 Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council of the City on October 28, 2015. Execution of this Agreement by Evanston is authorized by Resolution No. 37-R-16 adopted by Evanston's [City Council] on May 23, 2016. Each Party represents and warrants to the other Parties that it has the authority to enter into this Agreement and perform its obligations hereunder.

ARTICLE 13: HEADINGS AND CONSTRUCTION

13.1 The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

13.2 The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE 14: DISCLAIMER OF RELATIONSHIP

14.1 Nothing contained in this Agreement nor any act of any Party shall be deemed or construed by any of the other Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any Party.

ARTICLE 15: NO PERSONAL LIABILITY

No member, official, employee or agent of any Party shall be individually or personally liable in connection with this Agreement.

ARTICLE 16: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement:

For Evanston:

David Stoneback
Director of Public Works Agency
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Telephone: 847-448-8213
Email: dstoneback@cityofevanston.org

For the City:

Luann Hamilton
Deputy Commissioner
Department of Transportation
30 North LaSalle Street, Room 1100
Chicago, Illinois 60602-2570
Telephone: 312-744-1987
Email: luann.hamilton@cityofchicago.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number, fax number and email address of the representative for such Party for the purpose hereof.

ARTICLE 17: COOPERATION

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 the Parties, individually or jointly, may have against a contractor performing work that is subject to the terms of this Agreement.

ARTICLE 18: DEFAULT AND REMEDY

In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved party shall notify the party alleged to be in breach of the nature of the breach. The party alleged to be in breach shall have 10 business days from receipt of the notice to cure the breach; if the nature of the breach is such that a cure cannot reasonably be effected within 10 business days, the party alleged to be breach shall not be held in default so long as it commences a cure in the 10 business day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party shall have all legal and equitable remedies arising from the breach.

ARTICLE 19: AMENDMENTS

No changes, amendments, modifications or discharge of this Agreement, or any part of it, are valid unless in writing and signed by the authorized agents of the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, by and through its Department of Transportation

By: _____
Commissioner
Department of Transportation

City of Evanston

By: _____
City Manager

EXHIBIT A

TRAFFIC SIGNAL MAINTENANCE INTERSECTIONS

1. Howard Street & Kedzie Avenue (Jewel-Osco Drive)
2. Howard Street & Sacramento Avenue (Target Access Drive)
3. Howard Street & California Avenue (Dodge Avenue)
4. Howard Street & Western Avenue (Asbury Avenue)
5. Howard Street & Ridge Boulevard (Ridge Avenue)
6. Howard Street & Damen Avenue (Custer Avenue)
7. Howard Street & Clark (Chicago Avenue)
8. Howard Street & Paulina Street

Note: The street names in parenthesis are the names in the City of Evanston.

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completions shall remain in the cabinet.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the City's Standard Specifications. Failure to meet the City's specifications shall be justification for permanent removal of the non-compliant equipment by the City, with the cost of removal to be the responsibility of Evanston.

Any costs incurred as a result of exceeding the City's specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of Evanston.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. [The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the Evanston. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the Evanston.] [BRACKETED LANGAUGE TO BE CONFIRMED BY CDOT AND EVANSTON]

4. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

5. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

6. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

7. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two red lights out at intersection are considered emergencies.

8. L.E.D. SIGNAL HEADS

Maintain all light emitting diodes ("L.E.D.") signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within 24-hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than 24-hours after notification. Replace all other burned out lamps within 48-hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD REPLACEMENT

Provide replacement L.E.D. signal heads that conform to the latest applicable Institute of Transportation Engineers specifications for L.E.D. signal heads, including but not limited to, color and intensity requirements.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. BI-ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components.

D. ANNUAL

1. RELAMP

Clean reflectors, lenses and lamps as needed. Replacement, as needed, of lamps shall be performed on the same occasion as the cleaning required in this provision.

2. CONTROLLER CHECK

When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

3. CONFLICT MONITOR TESTING

Conduct a complete test of each conflict monitor and malfunction management unit. The following tests shall be performed: Indicator, System/Timing, ConflictVoltage/Clearance, Green/Green Permissive, Complete Permissive, and Extended (including Red/Green Dual Display, Watchdog Failure, etc.). It is recommended that testing be performed with the aid of an automated conflict monitor tester.

4. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a bi-annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

5. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banner blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices for Streets and Highways. All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

6. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic head or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms-length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.