

## Memorandum

**To:** Honorable Mayor and Members of the City Council  
Administration and Public Works Committee

**From:** David Stoneback, Public Works Agency Director  
Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer  
Sat Nagar, P.E., Senior Project Manager

**Subject:** Resolution 68-R-16 Sheridan Road - Chicago Avenue Project Funding

**Date:** October 13, 2016

Recommended Action:

Staff recommends adoption of Resolution 68-R-16 authorizing the City Manager to negotiate and execute the Illinois Department of Transportation Local Public Agency Agreement for Federal Participation required for the Sheridan Road - Chicago Avenue Project. Execution of the Agreement will allow Evanston to receive \$1,992,400 in Illinois Transportation Enhancement Grant (ITEP) funding, \$1,700,000 in Illinois Jurisdiction Transfer Funds and obligate Evanston to pay the Illinois Department of Transportation the local share cost of this project totaling \$9,492,514 (\$8,512,514 for construction and \$980,000 for engineering) by the completion of the project.

Funding Source:

The total proposed funding for this project totals \$13,627,400, which is \$442,486 over the estimated cost of the project.

Construction Funding Source	Grant Funds	2017 City Budget	2018 City Budget
ITEP Grant	\$1,992,400		
State of Illinois Jurisdiction Transfer Funds	\$1,700,000		
GO Bonds (Account 415.40.4150.65515-416450)		\$2,585,000	\$1,600,000
Water Fund (Account 513.40.7330.65515-416450)			\$2,300,000
Sewer Fund (Account 515.40.4535.65515-416450)		\$235,000	\$235,000
NU Good Neighbor Fund – from 2015 & 2016		\$1,000,000	
Parking Fund (Account 415.40.4116.65515-416450)		\$250,000	
Washington National TIF		\$750,000	
<b>Total Funds</b>	<b>\$3,692,400</b>	<b>\$4,820,000</b>	<b>\$4,135,000</b>
<b>Total Project Construction Funding</b>			<b>\$12,647,400</b>

<b>Engineering Funding Source</b>	<b>Grant Funds</b>	<b>2017 City Budget</b>	<b>2018 City Budget</b>
Capital Imp Fund – GO Bonds (Account 415.40.4150.6-416450)		\$500,000	\$280,000
Water Fund (Account 513.40.7330.61420)			\$200,000
<b>Total Funds</b>		<b>\$500,000</b>	<b>\$480,000</b>
<b>Total Project Engineering Funding</b>			<b>\$980,000</b>
<b>Total Project Funding Construction &amp; Engineering</b>	<b>\$3,692,400</b>	<b>\$5,320,000</b>	<b>\$4,615,000</b>

Livability Benefits:

Built Environment: Enhance public spaces

Health & Safety: Promote healthy, active lifestyles; Enhance resiliency to natural & human hazards

Summary:

The Sheridan Road – Chicago Ave Improvement Project is a major undertaking to improve multi modal characteristics of the corridor considering safety of pedestrians, bicyclists, cars and buses. Sheridan Road is a major north-south arterial connecting Evanston with other North Shore Communities and Northwestern University. The first phase of the Sheridan Road project began with an alternative analysis of Sheridan Road and Chicago Avenue for improved biking, pedestrian, vehicular and transit operations. The Phase I Engineering & Phase II Construction plans for the project have been completed.

The City has received an Illinois Transportation Enhancement Program (ITEP) grant in the amount of \$1,992,400 to construct a bike lane along Chicago Avenue/ Sheridan Road through IDOT. The City also has 1.7 million dollars remaining from the Jurisdictional Transfer of Sheridan Road from Illinois Department of Transportation.

This project includes the following scope of work:

1. Reconstruction / Resurfacing of Chicago Avenue – Sheridan Road
2. Protected two-way bike lane along Chicago Avenue – Sheridan Road
3. Traffic signal modernization and bike signal upgrade at the following intersections:
  - Chicago Avenue & Davis Street
  - Chicago Avenue & Church Street
  - Chicago Avenue & Clark Street
  - Sheridan Road & Chicago Avenue
  - Sheridan Road & Foster Street
  - Sheridan Road & Northwestern Place
  - Sheridan Road & Noyes Street
4. Interconnection and timing coordination of all signals included in project

5. Water main improvements at the following locations:
  - Sheridan Road, Central to Lincoln
  - Sheridan Road, Ridge to Ingleside
6. Sewer improvements throughout project area

The Phase II construction plans are complete and the plans are being reviewed by Illinois Department of Transportation (IDOT). The project is scheduled for an IDOT letting in January 2017, and construction is expected to start in early April 2017.

Analysis:

In order to accept the ITEP Grant and State Jurisdiction Transfer Funds, City Council must approve a resolution authorizing the City Manager to enter into a funding agreement with the Illinois Department of Transportation that obligates the City to reimburse IDOT for a share of the project cost. The City must submit an executed copy of the agreement to IDOT by mid November 2016, in order to be included on the January 20, 2017 IDOT letting.

Attachments:

Resolution 68-R-16

Local Agency Agreement for Federal Participation with IDOT

Location Map

**68-R-16**

**A RESOLUTION**

**Authorizing the City Manager to Sign a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation to Fund the Sheridan Road - Chicago Avenue – Project**

**WHEREAS**, a goal of the Strategic Plan for the City of Evanston is to provide safe transportation infrastructure within City confines; and

**WHEREAS**, in order to facilitate the free flow of traffic and insure safety to the motoring public, the City of Evanston and the Illinois Department of Transportation (“IDOT”), are desirous of entering into a Local Public Agency Agreement for Federal Participation (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit 1; and

**WHEREAS**, the funding provided under the Agreement will be devoted to multi-modal improvements for the Sheridan Road – Chicago Avenue corridor including traffic signal modernization at seven intersections, reconstruction and resurfacing of Sheridan Road, protected two-way bike lane, drainage improvements, and water main improvements; and

**WHEREAS**, the total project cost is estimated at \$13,184,914 and the City’s share in the project is \$9,492,514 for the subject improvements allocated from various City funding sources (Capital Improvement Fund, Sewer Fund, Water Fund, Northwestern Neighborhood Fund, and Parking Fund); and

**WHEREAS**, the City Council of the City of Evanston has determined that it is in the best interests of the City of Evanston to enter into said Agreement with IDOT,

**NOW, THEREFORE, 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 authorized and directed to attest on behalf of the City the cost local participation Agreement by and between the City of Evanston and IDOT, 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 the Agreement as may be determined to be in the best interests of the City.

**SECTION 3:** That this Resolution 68-R-16 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: \_\_\_\_\_, 2016

**EXHIBIT 1**

**Local Agency Participation Agreement**

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency City of Evanston	State Contract	Day Labor	Local Contract	RR Force Account
	Section 14-00273-00-BT	Fund Type TAP-STE	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-290-15	TE-01D1(009)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name City of Evanston Route N/A Length 1.77 mi

Termini Sheridan Road from Ridge Avenue to Chicago Avenue and Chicago Avenue from Sheridan Road to Grove Street

Current Jurisdiction \_\_\_\_\_ TIP Number 02-15-0004 Existing Structure No N/A

**Project Description**

The project consists of roadway improvements, new protected bike lane, sewer upgrades and related work.

**Division of Cost**

Type of Work	ITEP	%	STATE	%	LPA	%	Total
Participating Construction	1,992,400	( 16 )	1,700,000	( 14 )	8,512,514	( 69 )	12,204,914
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	0	( 0 )	0	( 0 )	980,000	( 100 )	980,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 1,992,400</b>		<b>\$ 1,700,000</b>		<b>\$ 9,492,514</b>		<b>\$ 13,184,914</b>

State participation is \$1,700,000 of JT funds.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

- METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_
- METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.
- METHOD C---LPA's Share Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) 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.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, 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 department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.



- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment 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 receiving stolen property;
  - 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 (b) of this certification; and
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

