

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is entered into this _____th day of _____, 2004, by and between the State of Illinois, acting through the Illinois Department of Transportation and hereinafter called the "State" and the City of Chicago, acting through the Chicago Department of Transportation and hereinafter called the "City."

WITNESSETH

WHEREAS, the State and the City, have the duty to promote the interests of the safe and efficient movement of vehicular traffic and public safety; and

WHEREAS, the Department of Transportation of the State of Illinois, under Chapter 121, Section 4-409, may enter into written contracts with any other highway authority for the maintenance, administration, engineering or improvement of any highway or portion thereof; and

WHEREAS, the Department of Transportation of the State of Illinois, under Chapter 121, Section 9-101, may enter into cooperative agreements with other governmental agencies; and

WHEREAS, the City is a municipality incorporated and organized under the laws of this State and a highway authority as defined under Chapter 12, Section 2-213; and

WHEREAS, the parties shall enter into a grant or award agreement, to be effective for fiscal year 2005 and subject to compliance with all applicable State law and necessary certifications, on the basis of the following terms, among others:

The State will agree:

1. To provide \$500,000 in State funding for the resurfacing of the portion of Western Boulevard that runs from approximately 45th Street to 55th Street in Chicago, Illinois;

The City will agree:

2. To prepare or cause to be prepared all required engineering documents, to let, award and supervise all necessary contracts for projects, to acquire any necessary right of way and to perform construction work with its own forces to the extent authorized; PROVIDED that all lettings and awards are made by the City through the Chicago Department of Transportation and all contract supervision is provided by the Chicago Department of Transportation;
3. To meet all duties and obligations imposed by state law respecting nonfederal-aid projects;
4. To promptly pay all contractors engaged on projects undertaken pursuant to this Memorandum of Understanding; and

The parties will mutually agree:

07-27-04 03:56pm From-Dept of Trans

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Jul-27-04 11:08am From-Mayor's Office I G A


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T-488 P.008/008 F-528

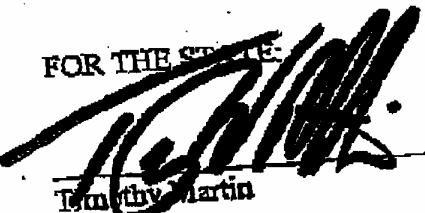
5. That, with respect to the State funding project initiation will be the responsibility of the City and is to be coordinated with the State.

IN WITNESS WHEREOF, City and State have caused this Memorandum of Understanding to be executed by their authorized representatives on the _____th Day of _____, 2004.

FOR THE CITY:


Miguel Escoto
Commissioner
Chicago Department of Transportation

FOR THE STATE:


Timothy Martin
Secretary
Illinois Department of Transportation