



## MEMORANDUM

**TO:** Mayor Laurel Lunt Prussing and Members of the City Council  
**FROM:** William R. Gray, Public Works Director  
**DATE:** December 5, 2013  
**RE:** Windsor Road Preliminary Engineering Agreement with IDOT

### Introduction

The mayor and city staff have been contacting state elected and IDOT officials seeking funding to address the reported pavement distresses on Windsor Road between Philo Road and Race Street caused by an alkali silica reaction in the concrete material. Recently, the Secretary of Transportation, Ann Schneider, along with the Director of the Division of Highways, Omer Osman, spoke with the mayor and city staff about assisting the city. IDOT is willing to provide 100% funding for a preliminary engineering study in the amount of \$250,000. (See attached joint agreement.) Secretary Schneider would like to have this study completed by early summer 2014.

The 1.1 mile Windsor Road project was constructed in the late 80s in concrete. This roadway was funded with Federal Aid Urban and city funds. In 2006, staff, via a consultant, discovered that the pavement distresses and resultant pavement failures were caused by an alkali silica reaction in the concrete material. This reaction is not really common in Illinois, but there are other examples of this occurring in Champaign. Recently, it was discovered on I-39 north of Normal. The best course of action and most prudent expenditure of funds are to reconstruct the pavement.

The preliminary engineering study will investigate various options for reconstructing the street, review the street cross section and width, incorporate sustainable practices in the reconstruction, develop a project cost estimate, and include a public engagement component in the design. Currently, the preliminary project cost estimate is \$6,000,000. It should be noted this estimate is without the benefit of a study and is considered a "soft" estimate.

Public Works staff recently reviewed Requests for Proposals for selecting a consulting engineer to design the \$3,000,000 Airport Road reconstruction project between Willow Road and Cunningham Avenue (US 45). Since this Windsor Road preliminary engineering study completion is on a very short timetable, staff is using the review of these nine responses to select a consultant to perform this work. The Qualification Based Selected consultant is Hanson Professional Services Inc. from Springfield, Illinois. (Attached is their engineering agreement.)

A budget amendment ordinance is attached that authorizes the expenditure of city funds for the preliminary engineering services and to identify city reimbursement via state motor fuel tax funds.

**Fiscal Impact**

Since this study is being fully funding by IDOT there is no city fiscal impact. It is hoped and will be pursued by city staff to seek additional state funding for the reconstruction of this street.

**Recommendation**

It is recommended that A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION REGARDING ROADWAY RECONSTRUCTION (Reconstruction of Windsor Road from Race Street to Philo Road) and A RESOLUTION AUTHORIZING EXECUTION OF A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL TAX FUNDS (Preliminary Engineering Services Agreement for Reconstruction of Windsor Road between Race Street and Philo Road), and An Ordinance Revising the Annual Budget Ordinance, FY2013-14 (Windsor Road Preliminary Engineering Agreement with IDOT) be approved.

**ORDINANCE 2013-12-108**

**AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE**

**FY 2013-14**

**(Windsor Road Preliminary Engineering Agreement with IDOT)**

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2013, and ending June 30, 2014, (the "Annual Budget Ordinance") has been duly adopted according to Sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND: Capital Replacement and Improvement Fund  
ADD REVENUE: IDOT Reimbursement - Windsor Road - \$250,000  
FUND: Capital Replacement and Improvement Fund  
ADD EXPENSE: Windsor Rd Rec Philo to Race - \$250,000

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AYES:  
NAYS:  
ABSTAINED:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

|                                 |   |   |
|---------------------------------|---|---|
| Local Agency<br>Urbana, City of |  <b>Illinois Department<br/>of Transportation</b><br><br><b>Local Agency<br/>Agreement for State Participation</b> | Job Number - Construction                   |
| Section<br>13-00540-00-EG       |   | Job Number - Engineering/ROW<br>P-95-305-14 |

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

**Location**

Local Name Windsor Road Route FAU 7145 Length 1.1 mi.

Termini Race Street to Philo Road

Current Jurisdiction City Urbana

**Project Description**

Preliminary Engineering for the reconstruction of PCC pavement

**Division of Cost**

| Type of Work                   | STATE            | LA          | Total            |
|--------------------------------|------------------|-------------|------------------|
| Participating Construction     |                  |             | 0                |
| Non-Participating Construction |                  |             | 0                |
| Preliminary Engineering        | 250000           | Bal         | 250,000          |
| Construction Engineering       |                  |             | 0                |
| Right-of-Way                   |                  |             | 0                |
|                                |                  |             | 0                |
| <b>TOTAL</b>                   | <b>\$250,000</b> | <b>\$ 0</b> | <b>\$250,000</b> |

Note: State funds not to exceed \$250,000. Balance shall be the responsibility of the Local Agency

**Payment Method (check one): SEE EXHIBIT B**

- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

## Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. 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.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department 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 of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. To complete this phase of the project within three 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).
9. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
11. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

|                                 |                           |
|---------------------------------|---------------------------|
| Local Agency<br>Urbana, City of | Section<br>13-00540-00-EG |
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**EXHIBITS**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B – Payment Method

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Laurel Lunt Prussing

\_\_\_\_\_  
Name of Official (Print or Type Name)

Mayor

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
376000524 conducting business as a Governmental  
Entity.

**NOTE:** If signature is by an APPOINTED official, a resolution  
authorizing said appointed official to execute this agreement is  
required.

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel

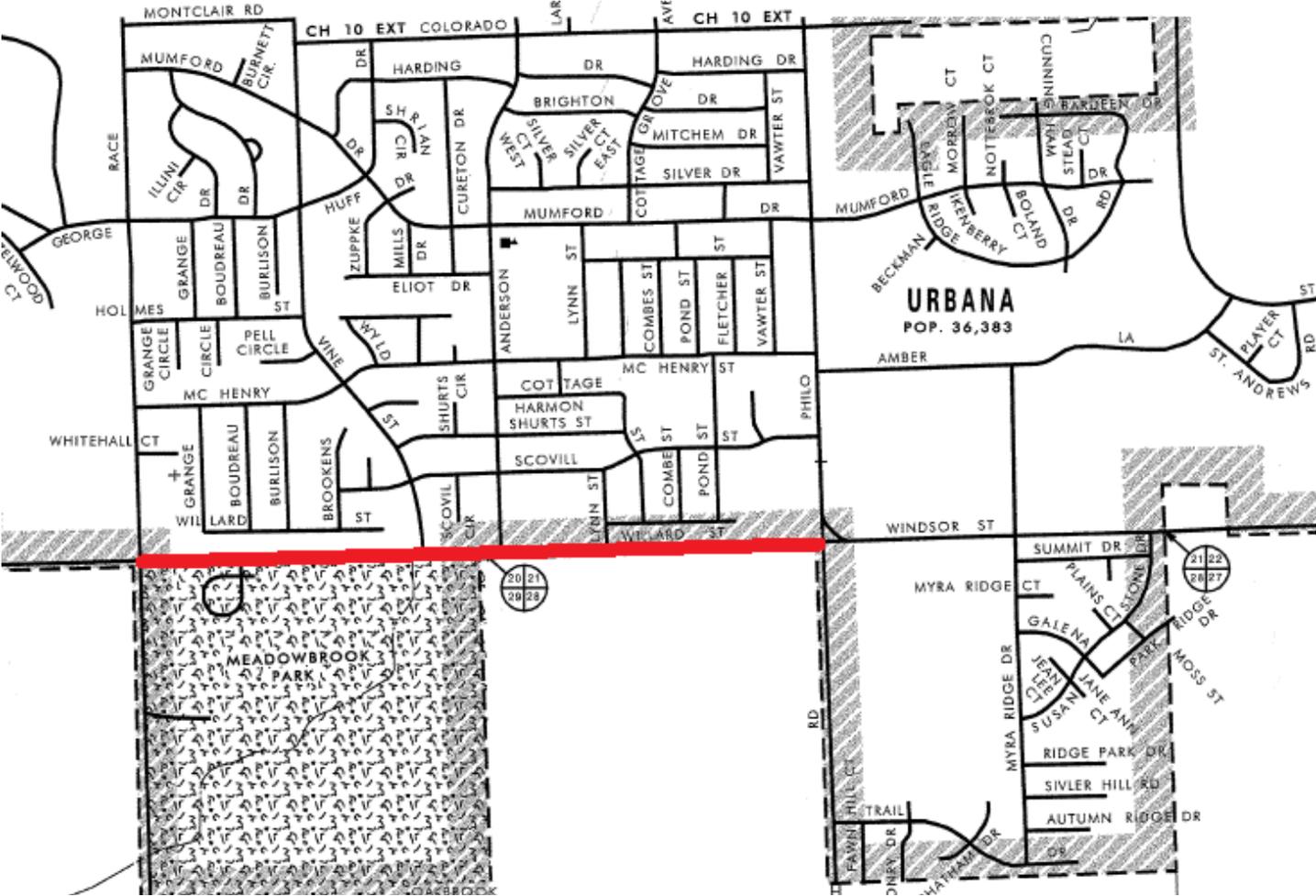
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Small, Acting Director of Finance and Administration

\_\_\_\_\_  
Date

|                                 |                           |
|---------------------------------|---------------------------|
| Local Agency<br>Urbana, City of | Section<br>13-00540-00-EG |
|---------------------------------|---------------------------|

EXHIBIT A



LOCATION MAP

EXHIBIT B  
PAYMENT METHOD

The STATE will reimburse the LA for the STATE's share of the Preliminary Engineering on the basis of periodic billings provided said billings contain sufficient cost information and include orders of payment by the LA. The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.

W Holmes St

E Holmes St

Eliot Dr

Eliot Dr

S Race St

Grange Dr

Baudreau Dr

Burlison Dr

S Vine St

Anderson St

E McHenry St

Harmon St

Shurts St

Scovill St

S Lynn St

Willard St

Pond St

Pond St

Fletcher St

Vawter St

Whitson Cir

Philo Rd

E Windsor Rd

Scovill Cir

±5860'



1 inch = 600 feet

