



MEMORANDUM

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: William R. Gray, Public Works Director *WRG*
DATE: September 8, 2016
RE: North Lincoln Avenue – Ameren Illinois Relocation Agreements for Electric and Gas Facilities

Introduction

Plans and specifications are finalized for the construction of north Lincoln Avenue along a new alignment between Saline Court and Olympian Drive. (See attached plan cover sheet.) Within this roadway alignment, Ameren Illinois has overhead electric lines and a large 6" high pressure gas main that need to be relocated to accommodate the new roadway. (Attached please find the Ameren Illinois electric and gas agreements.) The estimated cost to relocate the overhead electric lines is \$10,467.81. The estimated cost to relocate the underground 6" gas main is \$242,651.05.

This utility relocation work is slated to be completed prior to the anticipated roadway construction beginning in the spring of 2017. All public right-of-way has been purchased. This project is slated to be on the IDOT November 4th letting.

Fiscal Impact

Since the city would need to pay Ameren Illinois directly for the utility relocation expenses, the city will receive federal and county funds.

The city and county are seeking additional federal Surface Transportation Program Urban (STPU) funding through Champaign Urbana Urbanized Area Transportation Study for the approximately \$280,000 (including 10% contingency) utility relocation cost. STPU would fund 80% of the expenses or \$224,000.

The local share impact to the city (10%) and county (10%) for this work is \$28,000 each.

The final approved revenues and expenses for this work will be reflected in a future FY2017 Budget Amendment for rebudgets and technical corrections.

Recommendation

It is recommended that a AN ORDINANCE APPROVING AGREEMENTS FOR RELOCATION OF AMEREN DISTRIBUTION FACILITIES (Relocation of Ameren Utilities in and about the North Lincoln Avenue Construction Project Area) be approved.

PROPOSED HIGHWAY PLANS

**FAU ROUTE 7177 NORTH LINCOLN AVENUE
CITY OF URBANA
SECTION 11-00334-01-PV
PROJECT # M-5181 (503)
CONTRACT # 91503
JOB # C-95-353-13
STU / LOCAL**

INDEX OF SHEETS

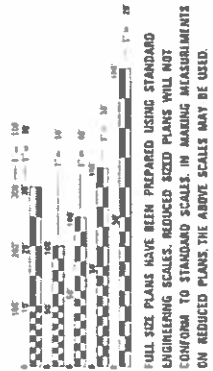
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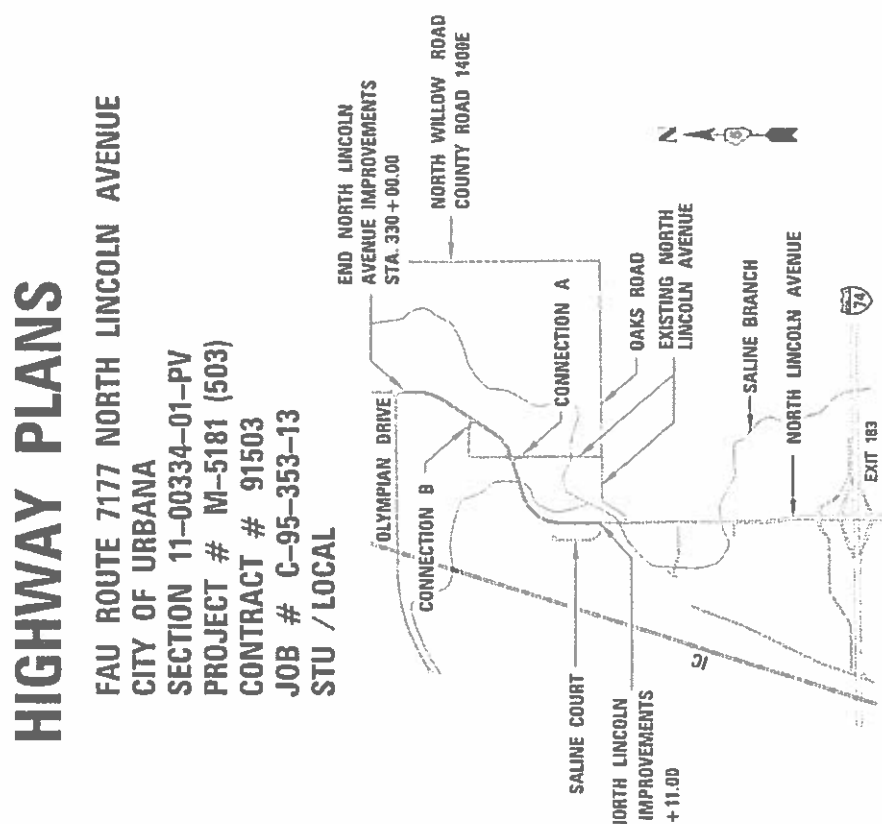
UTILITY NOTE

THE LOCATION OF UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. THE OWNER OR CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY EXCAVATION OR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY EXCAVATION OR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY EXCAVATION OR CONSTRUCTION.

JULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-872-8123
OR 811



CONTRACT NO. 91503

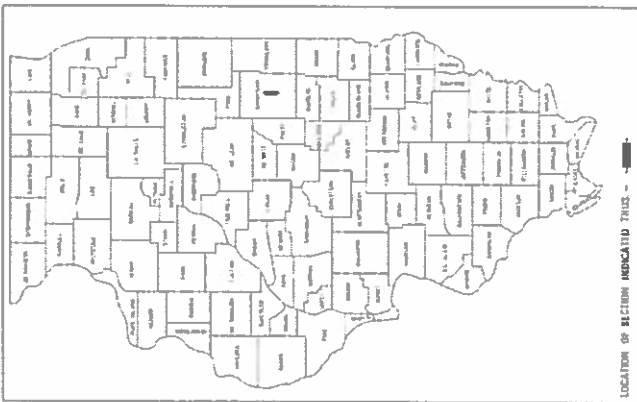


AREA LOCATION PLAN



DESIGN DESIGNATION:
NORTH LINCOLN AVE. ADT = 1,200
FUNCTIONAL CLASSIFICATION = OTHER MINOR ARTERIAL
DESIGN SPEED = 45 mph
GROSS LENGTH OF PROJECT = 5,189 FT. (0.99 MILE)
NET LENGTH OF PROJECT = 5,189 FT. (0.99 MILE)

DATE	REVISION	BY	DATE
11/11/13	1	MM	11/11/13
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11/11/13	97	MM	11/11/13
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11/11/13	100	MM	11/11/13



STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED: _____ DATE: 11/11/13
CITY OF URBANA

PASSED: _____ DATE: 11/11/13

DISTRICT & ENGINEER OF LOCAL ROADS AND STREETS
RELEASED FOR BID
BASED ON LIMITED REVIEW

DEPUTY DIRECTOR OF HIGHWAYS, REGION 3 ENGINEER

PROJECT MANAGER - MATT HEYEN (217)788-2850
PROJECT ENGINEER - MATT HEYEN (217)788-2850

HANSON
Hanson Professional Services Inc.



ORDINANCE NO. _____

AN ORDINANCE APPROVING AGREEMENTS FOR
RELOCATION OF AMEREN DISTRIBUTION FACILITIES

(Relocation of Ameren Utilities in and about
the North Lincoln Avenue Construction Project Area)

WHEREAS, the City of Urbana (“City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

WHEREAS, the City seeks to carry out construction associated with the North Lincoln Avenue Project; and

WHEREAS, the City has requested Ameren Illinois Company d/b/a Ameren Illinois to relocate and Ameren Illinois is willing to accommodate the City’s said request on the condition that the City enters into two relocation agreements in substantially the form appended hereto; and

WHEREAS, the City is willing to enter into the two relocation agreements requested by Ameren Illinois including agreements to relocate Ameren Illinois gas and electric distribution facilities.

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

Section 1: The Mayor shall be and hereby is authorized to enter into and execute on behalf of the City of Urbana two agreements each entitled “Relocation Agreement” for the relocation of Ameren Illinois gas and electric distribution facilities currently located in or about the North Lincoln Avenue construction project area in substantially the form appended hereto and made a part hereof.

Section 2. The Mayor shall be and hereby is authorized to undertake such other actions as are necessary to carry out the purpose and intent of this Ordinance.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

AYES:

NAYS:

ABSENT:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor



June 24, 2016

City of Urbana
Attn: William Gray
706 S. Glover Avenue
Urbana, IL 61802

Dear Mr. Gray:

*Relocate Electric Facilities -- North Lincoln Avenue
Ameren Illinois Work Request Nos. IPCN106035 & IPCN106969 Work Order No. J0B2M*

Enclosed are two original Agreements for the above-referenced project. Please review the agreement for verification of information.

After examining the conditions, and if agreeing to them, please sign the agreements and return one original to:

Union Electric Company d/b/a Ameren Missouri
Attn: Beverly Wilson, Mail Code 700
P.O. Box 66149
St. Louis, MO 63166-6149

If you have any questions, please contact me at (314) 554-2129 or bwilson@ameren.com.

Sincerely,

Beverly Wilson

Beverly Wilson
Real Estate Records Clerk

BW
Enclosures

cc: Randy Coverstone

RELOCATION AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2016, by and between AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS,, a corporation existing under the laws of the State of Illinois, with its principal office at 1901 Chouteau Avenue, St. Louis, Missouri, hereinafter called "Company", and CITY OF URBANA, ILLINOIS, its successors or assigns, hereinafter called "City".

WITNESSETH THAT:

WHEREAS, City contemplates the construction associated with North Lincoln Avenue, in City of Urbana, Illinois and

WHEREAS, in carrying out the construction associated with the North Lincoln Avenue Project, Company has been requested by City to move Company's distribution facilities now located on Company's private right-of-way along North Lincoln Avenue in City of Urbana, Illinois, to provide clearance for the construction; and

WHEREAS, Company is willing to accommodate to said request upon the condition that City accepts the provisions hereinafter set out and evidences its said acceptance by the execution hereof in duplicate by its agent duly authorized in accordance with RLS.Mo. 1986 Section 432.07D and City Ordinance No. _____

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Company will, as soon as practicable after receiving notice in writing from the City Engineer, furnish all labor, material and supervision necessary, and will relocate said poles and other facilities of the Company as shown in legend on plan marked Exhibit "A" and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof, to provide the necessary clearance for the construction associated with the North Lincoln Avenue in City of Urbana, Illinois.

2. Company shall have the right to locate its said poles and other facilities on City right-of-way within the North Lincoln Avenue project as shown on Exhibit "A", and shall have the continuing right to cut and trim trees, saplings and other vegetation as deemed necessary or advisable by Company for proper clearances and/or to protect its utility facilities from danger or damage. Company agrees to remove all debris resulting from its work and all such trees and tree limbs which it has caused to be cut and/or trimmed subsequent to receiving a signature from the property owner.

3. Company agrees that the detail plan and estimate of cost for the required adjustment of Company's facilities have been prepared in accordance with the provisions of Federal Aid Policy Guide, FAPG 23 CFR 645A, and any amendments thereto which by reference are made a part of this agreement. Company also agrees that the work will be performed in accordance with said guide.

4. The total cost of the work is estimated to be Ten Thousand Four Hundred Sixty Seven and 81/100th Dollars (\$10,467.81). It is agreed that City's obligation toward the cost of work under this contract

shall be 100% of the estimated cost thereof. City agrees that upon completion of the work contemplated herein and upon receipt of an invoice in the estimated amount, it will reimburse Company for 100% of the estimated cost of the work. Any invoice remaining unpaid more than forty-five (45) days from receipt will accrue interest at the lower rate of either (1) one and one-half percent (1.5%) per month, or (2) the highest rate allowed by law. In the event of a dispute with regard to any portion of an invoice, the undisputed portion will be paid.

5. City agrees to compensate Company for any future relocations or adjustments of Company's facilities (as they may then exist) made necessary by future improvements or use of North Lincoln Avenue.

6. If any substantial change is made in the original plan and extent of the work which increases the cost of the work so that it exceeds the amount stated in paragraph 4, above, Company agrees that reimbursement therefore shall be limited to the amount approved in writing by the City Administrator PRIOR to the performance of the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts on the day and year first above written.

AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS

BY 
Dennis W. Weiserborn, Vice President

ATTEST:

CITY OF URBANA, ILLINOIS

City Clerk

BY _____
Name, City Administrator

APPROVED:

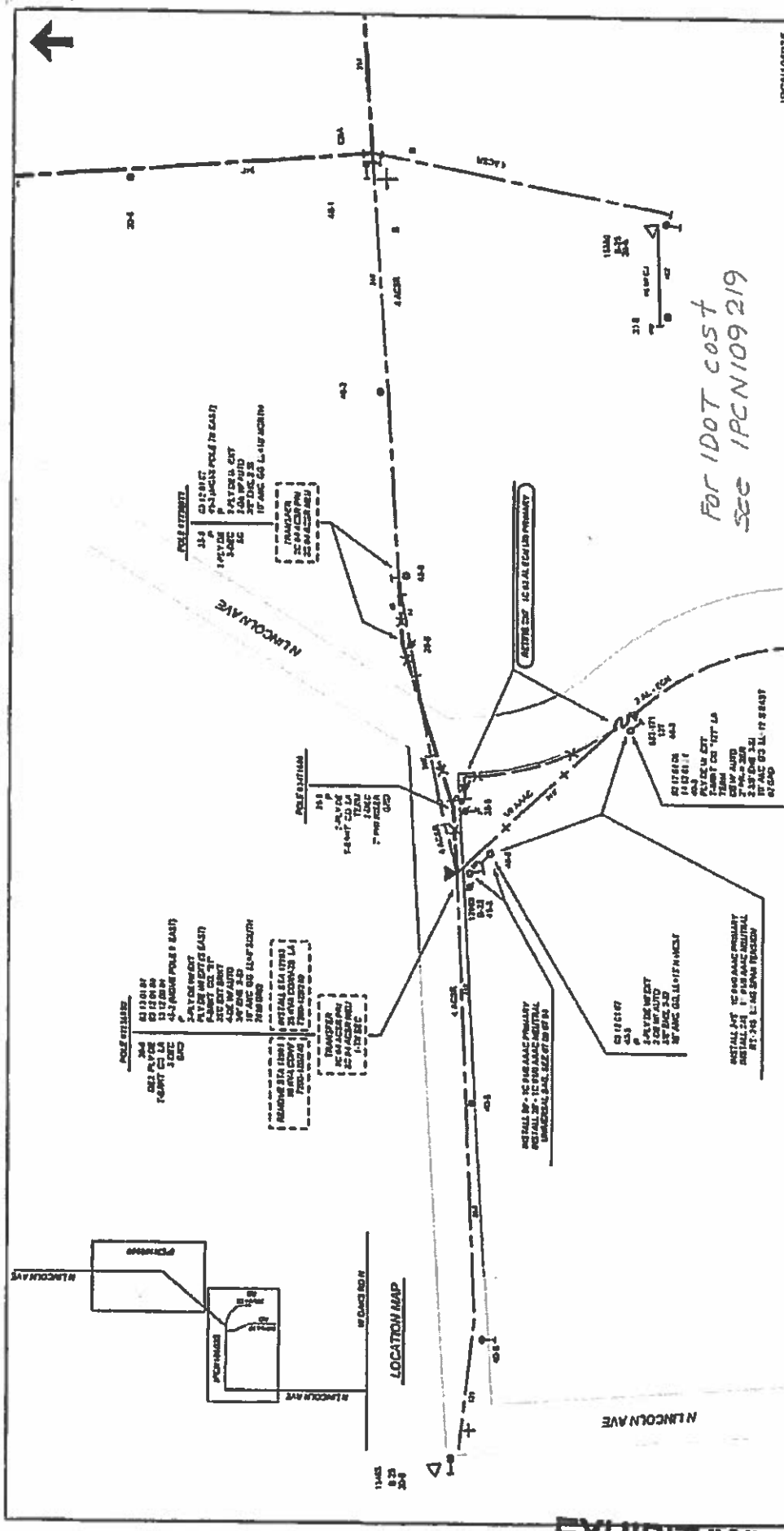
APPROVED AS TO LEGAL FORM:

City Engineer

City Counselor

I hereby certify that unencumbered balances sufficient to pay the estimated contract sum of Ten Thousand Four Hundred Sixty Seven and 81/100th Dollars (\$10,467.81) remain in the appropriation accounts against which this obligation is to be charged.

BY _____
Accounting Officer



For IDOT cost
SEE IPCN109219

IPCN106035

URBANA ELECTRIC JOB PRINT URBANA ELECTRIC CHAMPAIGN ILLINOIS	
DOC NUMBER FIELD SURVIVORS DESIGN NUMBER VOL. NO. 135V	CITY CHAMPAIGN TWP EDGEMO OR 2000E SEC-01 27SE
DATE 04/20/2010 DESIGNED BY CHECKED BY	DATE DATE DATE
PROJECT NAME COMPANY	AREA CAMP SHEET 1 of 1

SCALE: 1 in = 100 ft

THIS JOB IS TO BE CONSTRUCTED WITH THE MATERIAL AND JOB PRINTS PROVIDED (Kind Qty) YES NO

IF NO EXPLAIN

EXHIBIT "A"

CHANCE TAKERS ARE ACCIDENT MAKERS



**Ameren Illinois Company d/b/a Ameren Illinois
RELOCATION OF FACILITIES
AT REQUEST OF
GOVERNMENT AGENCIES**

BILL TO: CITY OF URBANA
PROJECT NO: NONE

DESCRIPTION OF WORK: RELOCATE FACILITIES TO ACCOMMODATE IMPROVEMENTS TO NORTH LINCOLN AVE., URBANA, IL.

AMEREN WORK REQUEST: IPCN106035
AMEREN WORK ORDER: JOB2M

RELOCATION PROJECT TO BE FINAL BILLED: AS ESTIMATED or
AT ACTUAL

	AMOUNT
1. COST OF INSTALLED MATERIALS (SCHEDULES A THRU A-4)	\$13,769.20
2. AMEREN LABOR TO INSTALL AND/OR REMOVE FACILITIES (SCHEDULE B)	\$34,993.00
3. OTHER JOB RELATED COSTS (SCHEDULE C)	\$0.00
4. INDIRECT OVERHEAD CHARGES (SCHEDULE D)	\$4,876.22
TOTAL ESTIMATED COSTS	\$53,638.42
LESS 80.5% NON-REIMBURSABLE	(\$43,170.61)
TOTAL ESTIMATED REIMB. COSTS	\$10,467.81

DATE: 05/13/2016

Randy Coverstone

APPROVED BY PROJECT MANAGER

217-383-7257
PHONE

Thomas D. Williams

PREPARED BY ACCOUNTANT

EXHIBIT "B"

SCHEDULE A - MATERIAL**AMEREN MATERIAL INSTALLED**

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
ANCHOR, 10 IN HELIX	23-13-131	6	\$70.00
CROSSARM, DEADEND, 10'	41-01-295	6	\$1,252.00
POLE 40 FT CL 3 WD	41-02-403	2	\$646.00
POLE 40 FT CL 5 WD	41-02-405	1	\$229.00
POLE 45 FT CL 3 WD	41-02-453	2	\$696.00
POLE 45 FT CL 5 WD	41-02-455	1	\$279.00
POLE, COMPOSITE, 45'	41-45-923	1	\$5,196.00
ARRESTER LT9KV M OXD	10-01-129	1	\$27.00
WIRE - 1 / 0A AAC	18-05-153	664	\$140.00
COVER, CUTOUT, WILDLIF	23-17-411	2	\$69.00
WIRE, 5/16", 7- #10 C	27-09-215	40	\$61.00
SW - FUSED, 100A, 15KV	54-07-208	2	\$119.00
COND-PVC, 2", SCH.80,1	12-01-275	10	\$9.00
COND-PVC, 2", SCH.40,1	12-01-280	20	\$11.00
CABLE, CN, #2AL STR, 15	18-07-238	35	\$49.00
TOTAL AMEREN MATERIAL INSTALLED			\$8,853.00
ESTIMATED MINOR MATERIAL 40.01%			\$3,542.00
			\$12,395.00
ESTIMATED PURCHASING AND STORES HANDLING		10.00%	\$1,240.00
TOTAL COST OF AMEREN INSTALLED MATERIAL			\$13,635.00

SCHEDULE A-2 - MATERIAL

VENDOR PURCHASED MATERIAL INSTALLED

DESCRIPTION

VENDOR

QTY

UOM

AMOUNT

TOTAL VENDOR PURCHASED MATERIAL INSTALLED

\$0.00

SCHEDULE A-3 - SCRAP**SCRAP VALUE FOR MATERIAL REMOVED******BASED ON CURRENT SCRAP VALUES****

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>FEET</u>	<u>PRICE PER</u>	<u>CREDIT AMOUNT</u>
WIRE,NM,5/16 IN DIA.,COPPERWEI	27-09-215	80	(\$0.02)	(\$1.60)
CABLE,CN,#2AL STR,15KV	18-07-238	35	(\$0.22)	(\$7.85)
TOTAL SCRAP VALUE				(\$9.45)

SCHEDULE A-4 - POLE DISPOSAL**COST TO DISPOSE OF POLES REMOVED**

<u>DESCRIPTION</u>	<u>STOCK NO.</u>	<u>QTY</u>	<u>LBS</u>	<u>PRICE PER</u>	<u>AMOUNT</u>
30' CLS 5	41-02-305	3	580	0.0325	\$56.55
35' CLS 5	41-02-355	2	740	0.0325	\$48.10
POLE,45',CLH2,COMPOS	41-45-012	1	1,200	0.0325	\$39.00
TOTAL POLE DISPOSAL COST					\$143.65

SCHEDULE B - AMEREN LABOR**AIU-ELECTRIC**

Wages	\$132.04
Pensions and Social Security	\$58.10
Transportation	\$32.01
Tools	\$2.91
Ameren Productive Hourly Rate	\$225.06
Estimated Crew Hours Needed	155.48
TOTAL COST OF AMEREN LABOR	\$34,993.00

SCHEDULE C - OTHER

Real Estate Fees- ROW, Easements, Etc.	\$0.00
Tree Trimming	\$0.00
Specialized Equipment Rental	\$0.00
Outside Contractor	\$0.00
Waste Removal	\$0.00
OTHER	\$0.00
TOTAL OTHER CHARGES	\$0.00

SCHEDULE D - INDIRECT OVERHEAD CHARGES

Indirect Overheads - charges for overheads outside the reporting center itself, including legal support, clerical support, purchasing and billing activities, asset management activities, drafting support, and etc.

Total direct charges	\$48,762.20
Indirect overhead billable percentage	10%
TOTAL OVERHEADS CHARGES	\$4,876.22



September 6, 2016

City of Urbana
Attn: William Gray
706 S. Glover Avenue
Urbana, IL 61802

Dear Mr. Gray:

Relocate Gas Facilities - North Lincoln Avenue
Ameren Illinois Work Request Nos. GTSE001675 Work Order No. J09T3

Enclosed are two copies of Ameren Illinois' cost summary (Form A) covering the estimated cost for reimbursable relocation work required to accommodate the above-referenced project. This cost summary has a detailed breakdown of the reimbursable portion of the project. The cost is estimated at \$242,651.05.

Please grant us approval of the estimate at your earliest convenience. A Pole Line Removal and Relocation Agreement will need to be executed before work begins.

Should you have any questions or require additional information, please contact me at 314-554-2129 or bwilson@ameren.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beverly Wilson".

Beverly Wilson
Real Estate Records Clerk

BW
Enclosure

cc: Joshua Harrell
Randy Coverstone
Thomas Williams

RELOCATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, a corporation existing under the laws of the State of Illinois, with its principal office at 1901 Chouteau Avenue, St. Louis, Missouri, hereinafter called "Company", and CITY OF URBANA, ILLINOIS, its successors or assigns, hereinafter called "City",

WITNESSETH THAT:

WHEREAS, City contemplates the construction associated with North Lincoln Avenue, in City of Urbana, Illinois and

WHEREAS, in carrying out the construction associated with the North Lincoln Avenue Project, Company has been requested by City to move Company's distribution facilities now located on Company's private right-of-way along North Lincoln Avenue in City of Urbana, Illinois, to provide clearance for the construction; and

WHEREAS, Company is willing to accommodate to said request upon the condition that City accepts the provisions hereinafter set out and evidences its said acceptance by the execution hereof in duplicate by its agent duly authorized in accordance with R.S.Mo. 1986 Section 432.070 and City Ordinance No. _____

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Company will, as soon as practicable after receiving notice in writing from the City Engineer, furnish all labor, material and supervision necessary, and will relocate said gas facilities of the Company as shown in legend on plan marked Exhibit "A" and estimate of cost marked Exhibit "B" attached hereto and each made a part hereof, to provide the necessary clearance for the construction associated with the North Lincoln Avenue in City of Urbana, Illinois.

2. Company shall have the right to locate its said gas facilities on City right-of-way within the North Lincoln Avenue project as shown on Exhibit "A", and shall have the continuing right to cut and trim trees, saplings and other vegetation as deemed necessary or advisable by Company for proper clearances and/or to protect its utility facilities from danger or damage. Company agrees to remove all debris resulting from its work and all such trees and tree limbs which it has caused to be cut and/or trimmed subsequent to receiving a signature from the property owner.

3. Company agrees that the detail plan and estimate of cost for the required adjustment of Company's facilities have been prepared in accordance with the provisions of Federal Aid Policy Guide, FAPG 23 CFR 645A, and any amendments thereto which by reference are made a part of this agreement. Company also agrees that the work will be performed in accordance with said guide.

4. The total cost of the work is estimated to be Two Hundred and Forty Two Thousand Six Hundred Fifty One and 05/100th Dollars (\$242,651.05). It is agreed that City's obligation toward the cost of work under

this contract shall be 100% of the actual cost thereof. City agrees that upon completion of the work contemplated herein and upon receipt of an invoice in the actual amount, it will reimburse Company for 100% of the actual cost of the work. Any invoice remaining unpaid more than forty-five (45) days from receipt will accrue interest at the lower rate of either (1) one and one-half percent (1.5%) per month, or (2) the highest rate allowed by law. In the event of a dispute with regard to any portion of an invoice, the undisputed portion will be paid.

5. City agrees to compensate Company for any future relocations or adjustments of Company's facilities at the location specified by the County job related to Easements Nos. 2618 and 4011 made necessary by future improvements or use of North Lincoln Avenue.

6. If any substantial change is made in the original plan and extent of the work which increases the cost of the work so that it exceeds the amount stated in paragraph 4, above, Company agrees that reimbursement therefore shall be limited to the amount approved in writing by the City Administrator PRIOR to the performance of the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts on the day and year first above written.

AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS

BY _____
Dennis W. Weisenborn, Vice President

ATTEST:

CITY OF URBANA, ILLINOIS

City Clerk

BY _____
Name, City Administrator

APPROVED:

APPROVED AS TO LEGAL FORM:

City Engineer

City Counselor

I hereby certify that unencumbered balances sufficient to pay the estimated contract sum of Two Hundred and Forty Two Thousand Six Hundred Fifty One and 05/100th Dollars (\$242,651.05) remain in the appropriation accounts against which this obligation is to be charged.

BY _____
Accounting Officer



AMEREN CORPORATION
Ameren Illinois Company d/b/a Ameren Illinois
RELOCATION OF FACILITIES
AT REQUEST OF
GOVERNMENT AGENCIES

BILL TO: CITY OF URBANA
PROJECT NO: NONE

DESCRIPTION OF WORK: RELOCATE 1,100 FT OF 6" HPD GAS MAIN FROM PRIVATE EASEMENT FOR CITY ROAD WIDENING PROJECT AT N LINCOLN AVE, URBANA, IL.

AMEREN WORK REQUEST: GTSE001675
AMEREN WORK ORDER: J09T3

RELOCATION PROJECT TO BE FINAL BILLED: AS ESTIMATED or
X AT ACTUAL

	<u>AMOUNT</u>
1. COST OF INSTALLED MATERIALS (SCHEDULE A and A-2)	\$35,672.74
2. AMEREN LABOR TO INSTALL AND/OR REMOVE FACILITIES (SCHEDULE B and B-2)	\$21,316.60
3. OTHER JOB RELATED COSTS (SCHEDULE C)	\$163,602.52
4. INDIRECT OVERHEAD CHARGES (SCHEDULE D)	<u>\$22,059.19</u>
TOTAL ESTIMATED COSTS	\$242,651.05
LESS 0.0% NON-REIMBURSABLE	\$0.00
TOTAL ESTIMATED REIMB. COSTS	<u><u>\$242,651.05</u></u>

DATE: 08/31/2016

Joshua B. Harrell

217-424-8196

APPROVED BY PROJECT MANAGER

PHONE

Thomas D. Williams

PREPARED BY ACCOUNTANT