



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ENGINEERING

MEMORANDUM

TO: Mayor Diane Marlin and Members of the City Council

**FROM: William R. Gray, Public Works Director
Craig E. Shonkwiler, Assistant City Engineer**

DATE: May 4, 2017

**RE: IDOT Reimbursement Agreement
North Lincoln Avenue Resurfacing Project (Killarney Street to Saline Court)**

Introduction

Attached are the proposed resolution and an agreement with the Illinois Department of Transportation (IDOT) for resurfacing of Lincoln Avenue between the south radius of the eastbound on-ramp to Interstate 74 and the north radius of the westbound on-ramp to Interstate 74.

The entire project consists of resurfacing Lincoln Avenue from south of Killarney Street to north of West Saline Court. The City Council approved a State Motor Fuel Tax resolution in the amount of \$1,400,000 for this project at its March 20, 2017 Council Meeting.

The attached resolution authorizes the Mayor and City Clerk to enter into the agreement on behalf of the City of Urbana. The attached agreement allows the City to resurface Lincoln Avenue within the boundaries of IDOT's jurisdiction and allows IDOT to reimburse the City for the construction and engineering costs to accomplish this work. The limits of IDOT's jurisdiction on Lincoln Avenue are shown on the location map on the last page of the agreement.

Fiscal Impact

The proposed work will be funded with State Motor Fuel Tax (SMFT) as found in line item E09-1-0400-0363 Lincoln Avenue Street Resurfacing of the FY2016/2017 Budget. IDOT will reimburse the City an amount up to \$200,000 for the portion of the project under IDOT's jurisdiction.

Recommendations:

It is recommended that A RESOLUTION APPROVING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (Lincoln Avenue from south of Killarney Street to north of West Saline Court) be approved.

RESOLUTION NO. 2017-05-035R

RESOLUTION APPROVING AN AGREEMENT WITH
THE ILLINOIS DEPARTMENT OF TRANSPORTATION

(Lincoln Avenue Improvement from south of
Killarney Street to north of West Saline Court)

WHEREAS, the City of Urbana, Illinois (the "City") is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section of the Illinois Constitution of 1970; and

WHEREAS, Urbana has the power and authority pursuant to the Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into and execute agreements with other units of government; and

WHEREAS, the Illinois Department of Transportation ("IDOT") has agreed to provide certain funds to improve North Lincoln Avenue from south of Killarney Street to north of West Saline Court).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The agreement between the City of Illinois and the Illinois Department of Transportation shall be and hereby is approved in substantially the form and substance as the exhibit appended hereto and made a part hereof.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute on behalf of the City of Urbana, Illinois and deliver to the City Clerk of the City of Urbana, Illinois, for attestation the said agreement in substantially the form and substance of the exhibit appended hereto and made a part hereof.

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

AYES:

NAYES:

ABSENT:

ABSTENTIONS:

Charles A. Smyth, City Clerk

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

Diane Wolfe Marlin, Mayor

CITY of URBANA
(Champaign County)

FAU Route 7177 (North Lincoln Avenue)
CITY Section 16-00576-00-RS
County Champaign
Job No. C-95-048-17
Agreement No. JN 517009
Contract No. 70C91

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of URBANA, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the CITY in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving FAU 7177 (Lincoln Avenue) From South of Killarney Street to north of West Saline Court; and

WHEREAS, the CITY has coordinated with the STATE for a mill and inlay of FAU 7177 through the STATE Jurisdiction and Maintenance Limits;

WHEREAS, the STATE is willing to participate in the CITY initiated project by contributing funds up to a maximum amount of \$200,000 for the portion of the project under STATE Jurisdiction;

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CITY agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering observation during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The CITY will provide the plans and specifications to the STATE for review and approval. Plans and Specifications shall prepared in accordance with the Standard Specifications and BLR Manual as appropriate. Once the STATE has approved the Plans and Specifications the City may advertise, let, and award the project.
3. The CITY agrees to have their engineering representatives inspect document, and certify that all work is reasonably completed in accordance with the STATE Specifications. Certification will be included with the final request for payment.
4. At the completion of the contract work but prior to the final payment to the contractor, the CITY will schedule a final field inspection. The final inspection will be at a time mutually agreed upon by the CITY and the STATE.
5. The STATE agrees to pay the CITY a lump sum up to a maximum amount of \$200,000 as reimbursement for work on FAU 7177 (Lincoln Avenue) From the South Radius of the

Eastbound on ramp to the north up to the North Radius return of the Westbound on Ramp. A maximum of \$30,000 of the total \$200,000 can be used for engineering costs.

6. At the completion of the project the CITY will submit an invoice to the Regional Engineer R3/D5 of this office for all work completed in the limits of the STATE's Jurisdiction for reimbursement. The invoice shall include supporting documentation such as a final pay estimate for the contractor. Proof of payment in the form of either canceled checks or an affidavit from the vendor shall also be provided.
7. The CITY shall maintain, for a minimum of 5 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 other State auditors and the CITY agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. The CITY certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
9. The CITY agrees to comply with all applicable Equal Employment Opportunity and non-discrimination regulations included in the bid documents.
10. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
12. Upon final field inspection of the improvement and so long as FAU 7177 (Lincoln Avenue) from Westbound Ramp to Eastbound Ramp is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the median and the left-turn lanes, and the curb and gutter adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
13. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE.

14. The CITY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CITY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as deemed appropriate.
15. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
16. The number attached to this form is the CITY's correct taxpayer identification number, and
17. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
18. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
19. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

____ CITY ____ of ____ URBANA ____

Mayor: _____
Diane Wolfe Marlin

Date: _____

Attest City Clerk _____
Charles A. Smyth

Date: _____

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Priscilla A. Tobias, P.E.
Director, Office of Program Development

Randall S. Blankenhorn
Secretary

Date: _____

By: _____
Priscilla A. Tobias, P.E.
Director, Office of Program Development

Agreement No. **JN 517009**
Job No. **C 95-048-17**

TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a) the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the COMPANY, that the COMPANY is no longer subject to back-up withholding, and
3. The COMPANY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 37-6000524

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |



Illinois Department of Transportation LOCATION MAP

FAU 7177 North Lincoln Ave
City Section 16-00576-00-RS
Job No C 95-048-17
Agreement No JN 517009
Contract No 70C91

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