ORDINANCE NO. 8081-8

AN ORDINANCE APPROVING AN AGREEMENT FOR FEDERAL PARTICIPATION IN THE RACE STREET CONSTRUCTION PROJECT

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

- 1. That the Agreement between the State of Illinois
 Department of Transportation and the City of Urbana, Illinois for
 the improvement of Race Street from Montclair Road to Windsor Road,
 a copy of which said Agreement is attached hereto and incorporated
 herein by reference, be and the same is hereby approved.
- 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Agreement for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 21st day of

PASSED by the City Council this 2/st day of

1980.

Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 24° day of 9

1980.

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THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE NO. 8081-8 AND IS INCORPORATED THEREIN BY REFERENCE.

Ruth S. Brookens, City Clerk

Date

COLAL AGRECMENT Fund Type State, Contract Day Labor Local Agreement is made and entered into between the above local agency (LA) and the State of Illinois, acting by and three of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designate below under PROJECT DESCRIPTION. The improvement shall be constructed in accordance with plans approved and the State of Illinois, acting by and three below under PROJECT DESCRIPTION. The improvement shall be constructed in accordance with plans approved the designate below under PROJECT DESCRIPTION. The improvement shall be constructed in accordance with plans approved more provided for required by the United States Federal Highway Administration herein the provided of the provided of the provided of the provided for required by the United States Federal Highway Administration herein the provided of the provided for required by the United States Federal Highway Administration herein the provided for required by the United States Federal Highway Administration herein the provided for required by the United States Federal Highway Administration herein the provided for required by the United States Federal Highway Administration herein the provided for required by the United States of Construction of the PCC Pavement 30" face to face of curb with curb and gutter, sewer, dradinage appurtenances, an 8" bikeway, and a 5" sidewalk. Division of Cost	Urbana	STATE OF ILLING		Section 79	-00218-00-P	V	
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AGREEMENT PROVISIONS

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THE LOCAL AGENCY AGREES:

- (1) To acquire in its name 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 LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been compiled with, and the disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, the STATE and the FHWA;
- (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 Federal-Aid Work and MFT Construction Projects for County and Township and City Streets in Illinois;
- (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 maintain, or cause to be maintained, the completed improvement and, when on a Federal-aid route, to maintain, or cause to be maintained, the completed improvement in a manner satisfactory to the STATE and the FHWA;
- (5) To comply with all applicable Executive Orders and Federal Highways Acts pursuant to the Equal Employment Opportunity and Non-discrimination Regulations required by the U.S. Department of Transportation.
- (6) To preserve and produce upon request of responsible STATE or FHWA officials all records for this project for the purpose of an audit for a period of three years after the FHWA payment of the final youcher;
- (7) Provisions will be made, if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (8) That failure of the LA to comply with Federal requirements may result in the loss (partial or total) of Federal participation as determined by the FHWA;
- (9) (STATE Contracts Only). That the method of payment designated on page one will be as follows:

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- Method A- Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in a lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
- Method B- Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating cost) in a lump sum, upon completion of the project based upon final costs.
- Wethod CProgress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the
 LA will pay to the STATE, an amount equal to the LA's share divided by the estimated total cost, multiplied by the actual
 progress payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation
 incurred under this Agreement has been paid.
- (10) (Day Labor or Local Contracts Only) To provide or cause to be provided all of the initial funding, work, labor, material and services necessary to construct the complete project.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts Only) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required);
- (3) (STATE Contract Only) To award a contract for construction of the proposed improvement, after receipt of a satisfactory bid and after concurrence in the award has been received from the LA (and FHWA if required);
- (4) (Day Labor or Local Contracts Only) To authorize the LA to proceed or concur in the award for the construction of the improvement when Agreed-Unit Prices are approved or satisfactory bids are received for Local Contracts.
- (5) (Day Labor or Local Contracts Only) "To reimburse the LA for that portion of the cost payable from Federal-aid funds and the STATE's share based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

IT IS MUTUALLY AGREED:

- (1) That this agreement shall be null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid Participation and in the event the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this agreement.
- (2) This agreement shall be binding upon the parties, their successors and assigns.