

ORDINANCE NO. 8586-79

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF URBANA AND THE STATE OF ILLINOIS

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

Section 1. That an Agreement between the City of Urbana, Illinois and the State of Illinois, a copy of which said Agreement is attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement for and on behalf of the City of Urbana, Illinois.

1986. PASSED by the City Council this 5th day of May


Ruth S. Brookens
Ruth S. Brookens, City Clerk

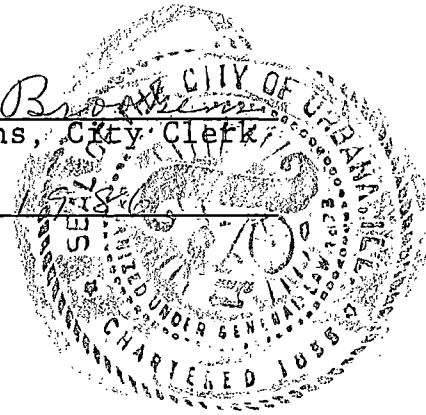
1986. APPROVED by the Mayor this 8th day of May

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8586-79 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

May 7, 1978
Date



Municipality <u>Urbana</u>	STATE OF ILLINOIS DEPT. OF TRANSPORTATION	Section <u>83-00231-00-PV</u>		
Township		Fund Type <u>Federal Aid Urban</u>		
County	LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION	State Contract <input checked="" type="checkbox"/>	Day Labor	Local Contract

This agreement is made and entered into between the above local agency (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. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Name Goodwin Avenue Reconstruction LOCATION FAU 7175 Length 0.24 Miles
 Termini Bradley Avenue to Ellis Drive

PROJECT DISCIPTION Existing Str. No. _____
 Construction of a PCC Pavement 30' face to face of curb and gutter with storm sewer drainage appurtenances, and sidewalk on one side.

TYPE OF WORK	DIVISION OF COST				TOTAL
	FHWA	%	STATE	%	
Participating Construction	\$ 180,000	(50)	\$	()	\$ 360,000
Non-Participating Construction	\$	()	\$	()	\$
Preliminary Engineering	\$	()	\$	()	\$ 24,400
Construction Engineering	\$	()	\$	()	\$ 18,000
Right of Way	\$	()	\$	()	\$
Railroads	\$	()	\$	()	\$
Utilities	\$	()	\$	()	\$
Sub Total	\$ 180,000		\$		\$ 402,400

Other Funding Not Included Above \$ _____
 Source of Other Funding: _____
 Total Project Cost \$ 402,400

NOTE: The above costs and percentages are approximate and subject to change. The percentage(s) recorded and maintained by the STATE, will be used in the final division of costs for billings or reimbursement.
 If funding is lump sum and not a percentage of the total, place an asterisk in the appropriate space provided for entering percentages.
 The Federal share of construction engineering may not exceed 10% of the Federal share of the final construction cost.

LOCAL AGENCY APPROPRIATION
 The LA on February 20 19 84, appropriated, by separate resolution \$ 30,000 To pay the LA's share of the cost and will in the future appropriate additional funds if the amount appropriated proves to be insufficient to cover the LA's share of the cost.

METHOD OF FINANCING (STATE CONTRACT WORK ONLY)
 METHOD A --- Lump Sum (95% of LA Obligation) \$ _____
 METHOD B --- Monthly Payments of \$ _____
 METHOD C --- LA's share \$ 180,000 divided by estimated total cost multiplied by actual progress payment.
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

ADDENDUMS
 Additional information and/or stipulations, if any, are hereby attached and identified below as being apart of this agreement.
Addendum Encroachment Ordinance, No Parking Ordinance, Sanitary Sewer Ordinance
 (Insert NA, if not applicable) (Insert addendum numbers or letters and page numbers, if applicable)

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

APPROVED
 Name Jeffrey T. Markland
 Title Mayor
 Chairman County Board/Mayor/Village President/etc

APPROVED
 STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 By: _____
 Director of Highways
 Date _____

FOR DEPARTMENT USE ONLY					
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-134-85	M-5181 (21)				

AGREEMENT PROVISIONS

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 complied 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 voucher;
- (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:
 - 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.
 - Method C- Progress 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 of the construction cost 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.
- (11) (Preliminary Engineering Only) That in event right-of-way acquisition or actual construction of the project for which the preliminary engineering is undertaken with Federal participation is not started within five years following the date of approval and authorization to proceed, the LA will repay the STATE any Federal funds received under the terms of this agreement.

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.
- (3) It is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

The STATE/LA agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the STATE/LA shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The STATE/LA shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and leases of equipment.

The LA shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate.