

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT CONCERNING
THE FUNDING FOR ENGINEERING SERVICES FOR WINDSOR ROAD**

(Windsor Road from High Cross Road (IL 130) to Philo Road)

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

Section 1. That An Intergovernmental Agreement between the City of
Urbana and the County of Champaign Concerning the Funding for Engineering
Services for Windsor Road (Windsor Road from High Cross Road (IL 130) to
Philo Road), in substantially the form of the copy of said Agreement 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 authorized to attest to said
execution of said Agreement as so authorized and approved for and on behalf
of the City of Urbana, Illinois.

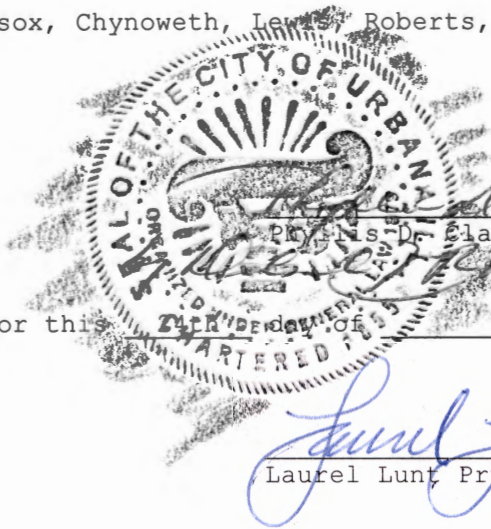
PASSED by the City Council this 17th day of April,
2006.

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this 17th day of April,
2006.


[Signature]

Phyllis D. Clark, City Clerk
[Signature]

Deputy Clerk
[Signature]

Laurel Lunt Prussing, Mayor

An Intergovernmental Agreement Between the City of Urbana and the County of Champaign Concerning the Funding for Engineering Services for Windsor Road

[Windsor Road from High Cross Road (IL 130) to Philo Road]

* * *

This Agreement is entered into between the City of Urbana, Illinois (“City”) and the County of Champaign, Illinois (“County”), on this _____ day of _____ 2006, in consideration of the following premises and terms:

WHEREAS, Article VII Section 10 of the 1970 Constitution of the State of Illinois authorizes the City and the County to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-106, 5-408, 5-410, 5-410.1, 7-101, and 9-101, all provide statutory authority for the City and the County to enter into this cooperative agreement with respect to the construction, jurisdiction, and maintenance of roads and streets; and

WHEREAS, the responsibility to provide for a highway transportation system rests with the City, the County, and the State; and

WHEREAS, the City and the County find it to be in the public’s best interest and best interest of their constituents to prepare a design including the preparation of plans and specifications of Windsor Road from High Cross Road {IL 130} to Philo Road.

WHEREAS, the parties find it to be most cost effective to mutually conduct such design and to share in the costs as provided in this Agreement.

WHEREAS, the maximum contribution required of the City and the County is two hundred fifty thousand dollars {\$250,000} each.

NOW, THEREFORE, the City and the County, in consideration of the mutual promises and covenants contained herein, agree as follows:

Section 1. Engineer Selection

The City staff shall perform a design for Windsor Road from High Cross Road to Philo Road. The County Engineer agrees with the scope of work in Attachment 1, to be performed and contractual terms of the contract between the County and the City. The contract shall provide that city staff shall consult with all parties as far as practicable with regard to the content of the design.

Section 2. Commencement of Work

The City and County agree to reasonably cooperate to allow the city staff to commence work by June 1, 2006, and complete work by December 31, 2008.

Section 3. Project Funding

The parties agree that the total city engineering fees and expenses shall not exceed five hundred thousand dollars {\$500,000}. The City and County agree to each pay 50% of the costs of design and expenses associated therewith..

Section 4. Future Project Funding

The parties agree in principle to each pay {50%} of the local share costs to provide construction engineering services and construct Windsor Road from High Cross Road to Philo Road with the timing and method of handling such costs to be the subject of a more detailed agreement at the appropriate time. The current tentative construction timetable is after July 1, 2008.

Section 5. Invoices and Payments

The City will be responsible for the Project and shall invoice the County for the County's share of the Project costs. The County shall pay invoices within thirty {30} days of receipt. The City shall provide appropriate documentation to the County which will allow for reimbursement from County Motor Fuel Tax Funds.

Section 6. Further Actions

The City and the County hereby agree to take any action necessary to accomplish their respective obligations as set forth in this Agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation or budgeting of money, and any and all other undertakings set forth in this Agreement. The Chair of the County Board and the Mayor of the City are hereby authorized by the approval of this Agreement by the respective governing bodies of the County and the City to execute any such documents necessary to carry out the terms of this Agreement.

Section 7. Effective Date of the Agreement

This Agreement shall be effective on the date of the last of the County Board or City Council to approve this Agreement.

Section 8. Termination

The parties agree that, if the design per Attachment 1 has not begun by December 31, 2006, this Agreement shall terminate without further action by the parties.

Section 9. Amendment

No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

Section 10. Notices

Notice with respect to any matter contained herein shall be sent first class and mailed to:

CITY:

Mayor
City of Urbana
400 South Vine Street
Urbana, Illinois 61801

Public Works Director
City of Urbana
706 South Glover Avenue
Urbana, Illinois 61802

COUNTY:

County Board Chair
County of Champaign
1776 East Washington Street
Urbana, Illinois 61802

County Engineer
County of Champaign
1776 East Washington Street
Urbana, Illinois 61802

* * *



IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN

By: 
Mayor

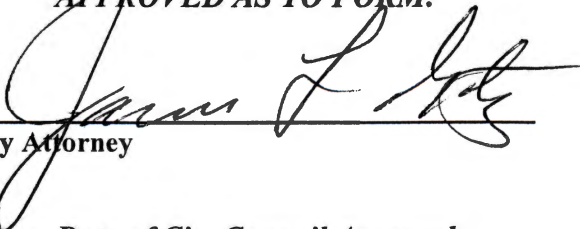
By: _____
County Board Chair

ATTEST: 
City Clerk
by 
Deputy Clerk

ATTEST: _____
County Clerk

APPROVED AS TO FORM:

Date of County Board Approval:


City Attorney

Date: _____

Date of City Council Approval:

Date: 4-17-2006

* * *

CITY OF URBANA
WINDSOR ROAD IMPROVEMENTS
PHILO ROAD TO HIGH CROSS ROAD

SCOPE OF PROFESSIONAL SERVICES

Note: All standards, design criteria and specifications as set forth by the Illinois Department of Transportation and the City of Urbana shall be utilized for the project, except as may be modified or approved by the City of Urbana and Champaign County.

The limits of the project shall be:

Windsor Road – from Philo Road (FAU Rte 7185) to High Cross Road (Rte 130) (FA Rte 808), approximately 7,672 feet (1.453 miles).

A. GENERAL DUTIES

The City shall:

1. Hold public meetings as necessary with all property owners who will be affected by the improvements and others, and discuss general requirements of project needs. The primary purpose of the informational meetings is to assist in right-of-way and easement acquisition in addition to generally describing the project and soliciting public input.
2. Document all matters relating to the Project. Prepare periodic status reports in letter form for County Engineer's information.
3. Meet with County Staff or officials as necessary. Project meetings will be held periodically and near project milestone events throughout the duration of the project.
4. Coordinate design with Illinois Department of Transportation – Bureau of Local Roads.
5. Procure special consultant services as may be required to complete the design of the proposed improvements. Special consultant services may include utility potholing, soil borings at mast arm/box culvert locations and structural engineering services for special box culverts/junction boxes.
6. Perform project administration and quality assurance/quality control (QA/QC) procedures for all engineering work.

B. PRELIMINARY DESIGN

The City shall:

1. Compile and evaluate information of record for design and right-of-way evaluation, including but not limited to annexation and other development agreements, right-of-way plats, subdivision plats, easement of record, and roadway plans.
2. Prepare or update the necessary environmental and planning documents and all necessary environmental clearances (e.g., biological/cultural clearances, State and Substate Clearinghouse, etc).
3. Perform a topographic/legal survey to include sufficient information to prepare construction documents, right-of-way plans and plats, easements and necessary permits.
4. Review any special City/Owner agreements and zoning matters with properties along the project corridor for factors which will affect the project design or right-of-way acquisition. Agreements to be obtained from the City of Urbana Department of Community Development.
5. Assemble list of property owners from whom right-of-way or easements will be necessary. Allied Title Services, Inc. will be used as a subcontractor for this work. Immediately obtain a certificate of ownership for all properties adjacent to the limits to the project. Examine the certificates for pre-existing easements (especially utility easements).
6. Analyze soil surveys including soil borings and soil profiles as performed for the design of the proposed improvement. The soil borings and soil profiles were performed by ERI during Phase I of the project.
7. Incorporate the pavement design as provided by Foth & Van Dyke/Daily Division and developed by ERI during Phase I of the project.
8. Meet with various utility company officials to coordinate implementation and design/construction schedules for project.

C. PRELIMINARY PLANS AND FINAL RIGHT-OF-WAY DOCUMENTS

The City shall:

1. Complete preliminary construction plans, details and technical special provisions for County Engineer and IDOT-BLR approval. Level of detail is expected to be complete except that no schedules or summary of quantities are to be included in the document. Phasing/staging schematics (to scale) and descriptions are to be included in the plans.

2. Prepare individual right-of-way plats and permanent and temporary easement exhibits, and all warranty deeds.
3. Prepare legal descriptions for right-of-way acquisition or easements.
4. Meet with affected property owners individually to discuss right-of-way acquisition. Executed ROW deeds or construction easements are expected to be procured by City Staff.
5. Coordinate utility extensions or improvements to be done by others during construction of this improvement.
6. Perform supplemental topographic/legal surveys to augment initial design/legal surveys.
7. Set limits of and monument existing/proposed right-of-way in the field for benefit of affected property owners in negotiations. Stake and monument (iron pins) new property corners.

D. FINAL PLANS, TECHNICAL SPECIAL PROVISIONS, ESTIMATES, CONTRACT DOCUMENTS

The City shall:

1. Prepare schedules and summary of quantities and incorporate into construction plans.
2. Finalize construction plans and technical special provisions incorporating County and IDOT Preliminary Plan review comments.
3. Prepare construction cost estimate and contract documents.
4. Revise any necessary right-of-way or easement documents – prepare any documents not done with Preliminary plans. Field stake and monument limits of easements. Deeds or easements from affected property owners will be procured by City Staff.
5. Document all matters relating to Final Plans, Technical Special Provisions, Estimates, Contract Documents.

E. BIDDING

The City shall:

1. Schedule bid opening with IDOT-BLR for a state let project. IDOT will handle advertisements, pre-bid conference, distribute plans and contract

documents, issue addenda, verify IDOT prequalifications and award contract to lowest bidder.

F. CONSTRUCTION (FUTURE AGREEMENT)

The City shall:

1. Conduct a preconstruction meeting with selected Contractor and subcontractors, utilities and staff from City and County engineering departments.
2. Establish and coordinate quality assurance/quality control procedures for construction.
3. Provide City assigned full-time construction inspection to supplement County assigned construction inspection during the construction period. Provide for material testing to assure quality control on all materials.
4. Review shop drawings.
5. Review Contractor's request for payment (or prepare Engineers' Pay Estimate) on last day of the month and submit to State for approval.
6. Conduct final project inspections and observations.
7. Prepare record drawings at completion of construction.
8. Prepare necessary Change Orders.