RESOLUTION NO. 7778-R3

A RESOLUTION APPROVING AGREEMENTS FOR IMPROVEMENTS ON A PORTION OF COLER AVENUE AND WRIGHT STREET

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

- 1. That the two (2) Agreements by and between the State of Illinois Department of Transportation, the City of Urbana, Illinois, and Consolidated Rail Corporation, copies of each of which are attached hereto and hereby incorporated by reference, be and the same are hereby approved.
- 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Agreements for and on behalf of the City of Urbana.

PASSED by the City Council this 1st day of augus

1977.

APPROVED by the Mayor this

day of

1977.

Jeff T Marklind, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO RESOLUTION NO. #7778-R3 AND IS INCORPORATED THEREIN BY REFERENCE.

Beverly Umbarger Acting City Clerk

Date:

Wrish- St. AF 7777- K3 Pail

THE ACCUMENT made and entered into by and between the STATE OF THE STORY received to as the "STAYE", Party and the Pirot Part, and the CUTY OF THE PARTY of This side of This side, acting by and through its City Council, hereinafter referred to as the "CITY", Party of the Second Part, and the CONSOLIDATED RAIL CORPORATION , hereinafter referred to as the "COMPANY", Party of the Third Part,

WITNESSETH:

THAT, WHEREAS, Federal-aid Urban System Route No. 7173 extends across the COLPANY'S tracks at an existing grade crossing presently protected by flashing light signals, being located in Urbana, Illinois, as shown on the map designated Exhibit A, which is appended hereto and made a part hereof; and

WHEREAS, in the interest of public safety the parties hereto desire to protect the above-mentioned grade crossing by the addition of gates to the existing flashing light signals; and

WHEREAS, the proposed improvement shall be financed in part with funds made available by the Federal Highway Safety Act.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The COMPANY shall prepare the detailed drawings, detailed circuit plans (including surveys and other engineering services), estimates of cost, and any required specifications for the addition of gates to the flashing light signals, and the expense for this work shall be chargeable to this improvement as hereinafter set forth. These detailed plans, estimates and specifications shall be submitted to the STATE for their approval. No

approval. No approved plan or specification shall be changed by the COMPANY without written permission from the authorized representatives of the other parties.

The completed flashing light signals and gates installation shall conform to the STATE'S "Requirements for Railroad Highway Grade Crossing Protection, November 27, 1974" insofar as they apply.

SECTION 2. The parties hereto shall construct or cause to be constructed in substantial accordance with the approved plans and specifications, the following items of work:

WORK BY THE COMPANY WITH 100% OF THE EXPENSE BORNE BY THE STATE AND CITY. The COMPANY shall furnish or cause to be furnished, in accordance with the stipulations and conditions of the Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 3, issued April 25, 1975, insofar as it applies, all the labor, materials and work equipment required to perform and complete

- (a) the preparation of the detailed plans, estimates, and specifications for the flashing light signals and gates installation as enumerated in Section 1 hereof.
- (b) The complete assemblage and installation of automatic flashing light signals and gates, and their operating circuits.
- (c) Incidental work necessary to complete the items hereinabove specified.
- (d) The STATE and FHWA shall be afforded a reasonable opportunity to inspect materials recovered by the railroad prior to disposal by sale or scrap. This requirement

will be satisfied by the railroad giving written notice, or oral notice with prompt written confirmation, to the STATE of the time and place where the materials will be available for inspection. The giving of notice is the responsibility of the railroad, and it may be held accountable for full value of materials disposed of without notice.

SECTION 3. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of four) for the STATE'S 90% share of its actual expense as incurred. In addition, the COMPANY may bill the CITY monthly (in sets of four) for the CITY'S 10% share of the expenses incurred. These progressive invoices shall be rendered on the basis of actual costs incurred, plus allowable additives. The STATE, and the CITY, after verifying that the bills are reasonable and proper, shall promptly reimburse the COMPANY for 95 percent of the amount billed.

The COMPANY, upon completion of its work, shall promptly render to the STATE a detailed final statement (in sets of four) of its actual expenses as incurred. In addition, the COMPANY shall submit 4 copies of a bill covering the CITY'S share directly to the CITY. After the STATE and CITY have checked the final statement and agreed with the COMPANY that the costs are reasonable and properly set up, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 95 percent of the amount billed. The CITY shall also reimburse the COMPANY an amount, less previous payments as incurred by the COMPANY and final inspection of the installation has been made, the

STATE and CITY shall reimburse the COMPANY for the retained amounts less the deduction of any item (or items) of expense found as not being eligible for reimbursement.

The total estimated cost of the work is \$32,657 as set forth in the detailed estimate dated 5-3/-77 attached hereto and made a part hereof. The estimated cost to the STATE and CITY is \$32,657.

SECTION 4. The flashing light signals and gates should be placed in service immediately after the installation is completed, pending final inspection by representatives of the STATE, the CITY, and the Federal Highway Administration. The COMPANY shall notify the STATE of the date on which the completed installation will be ready for final inspection.

SECTION 5. Upon completion of the improvement the COMPANY shall maintain at its expense the flashing light signals, gates, and their operating circuits, including the operation of such protective devices.

SECTION 6. If at any time subsequent to the installation of the automatic flashing light signals and gates the railroad and highway grades are separated or the grade crossing closed or for any other reason it is found that their operation is no longer necessary, then the COMPANY, the STATE, and the CITY shall negotiate an agreement for their removal and reinstallation at another railroad-highway grade crossing on the COMPANY'S lines in Illinois, subject to the approval of the properly constituted public authorities.

SECTION 7. The COMPANY shall petition the Illinois Commerce Commission in accordance with the Commission's General Order No. 138 to take jurisdiction in the matter of the installation of the automatic flashing light signals and gates and to enter such Orders or Resolutions as may be necessary.

To permit making such field inspections as may be required, the COMPANY shall notify the City Clerk at Urbana, Illinois, of the dates on which the COMPANY'S forces will be engaged in performing work at the site of the crossing.

SECTION 8. The grade crossing improvement herein contemplated is to be financed in part from funds appropriated by the Federal Government and expended under Federal regulations. All agreements, drawings, estimates, specifications, acceptance of work and procedure in general are subject to all Federal laws, rules, regulations (including Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2.1, issued April 25, 1975) orders, and approvals applying to it as a Federal project; and the STATE will reimburse the COMPANY for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment from Federal funds.

SECTION 9. In compliance with the Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2.1, issued April 25, 1975, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 10. This agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quintuplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

STATE OF ILLINOIS, acting by and through its Department of
Transportation
Ву
Secretary
CITY OF URBANA State of Illinois,
Acting by and through its City Council
ByMayor
CONSOLIDATED RAIL CORPORATION
By T Julian CHIEF ENGINEER - DESIGN & CONSTRUCTION

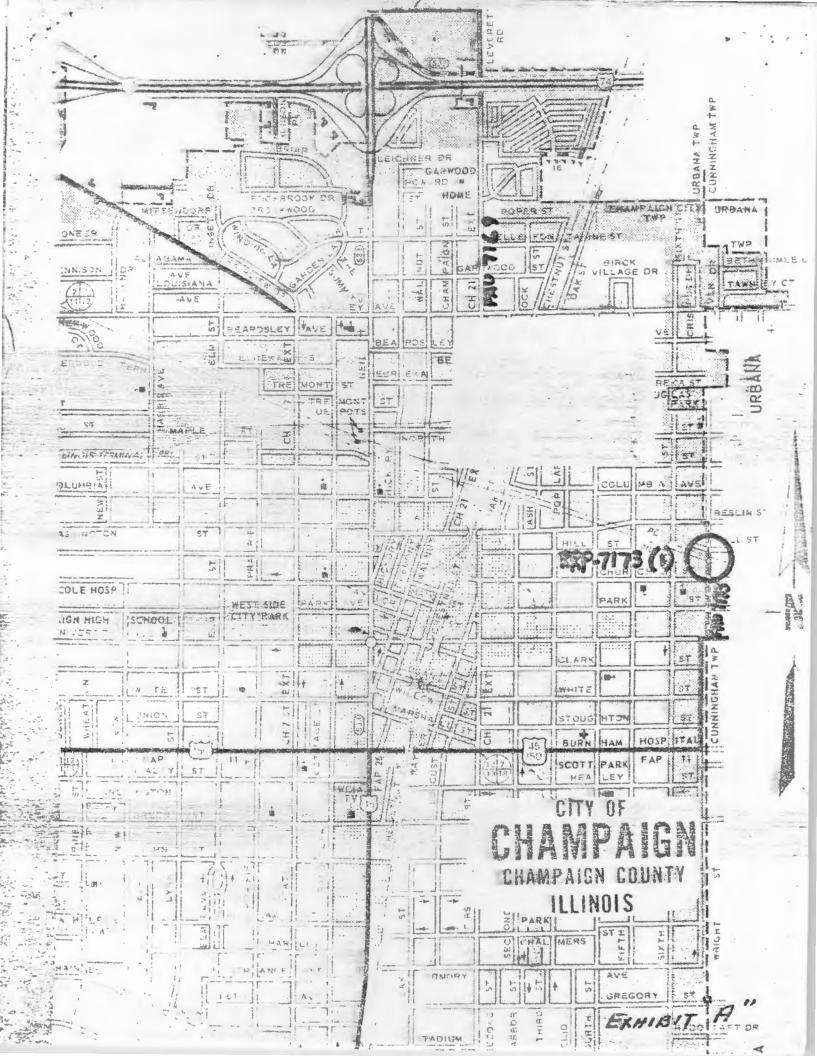
RESOLUTION

Consolidated Rail Corporation
Federal-aid Urban System Route No. 7173
Urbana, Illinois
Project RRP-7173(1)
Job No. PC-95-029-76
Installation of automatic flashing light
signals and gates on Wright Street
in Urbana, Illinois

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BE IT RESOLVED, that the Mayor of the City of Urbana	,
State of Illinois, be and he is authorized to execute the attached	agreement -
pertaining to the captioned subject - in quintuplicate copies, each	of which
shall be considered as an original, on behalf of the said City of	Urbana
by affixing his signature to each copy, the same to be attested by	the City
Clerk.	
**************************************	war doer not took onto disk had step two two two
I, City Clerk in and for said	City
of Urbana , in the State of Illinois, and keeper of the	records and
files thereof, as provided by statute, do hereby certify the forego	ing to be a
true, perfect and complete copy of the resolution adopted by the Ci	ty Council
at its meeting on, 19	
IN TESTIMONY WHEREOF, I have hereto set my hand and affixed t	he seal of
said City of, this day of	, A. D.,
19	

CITY CLERK

(SEAL)



CONSOLIDATED RAIL CORPORATION

Urbana, Champaign County, Illinois FAU Route 7173 (Wright Street) Add short arm gates to existing flashers Peoria and Eastern Railway, MP 117.4, Line 8561, Work Order #48414

FORCE ACCOUNT ESTIMATE

Eng	ine	eer	ing
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Preliminary Engineering 6 Construction Engineering 9 1,5	000 000
Labor Additives 53.12% 7 Expense - Incident, Travel, &	'97
↑ Personal 2	250 2,547
Communication and Signal Estimate (See attached sheets for details) Accounting	29,191
Billing Clerks Wages 6	500
Labor Additives 53.12% 3	19 919
Total Force Account Estimate	\$32,657

APPROVED STATES LETTER 6-13-77

Office of the Chief Engineer - Design & Construction Philadelphia, Pennsylvania

(Estimate Good for 60 Days from date of Estimate)

May 31, 1977

(WRA)

IRBANA, INLINOIS, Add ELECTRIC SHORT MEN GATES

Summary

14,155 MATERIAL 708 HANDLING & STORES 5% 7395 LABOR 850 E GALIFINENT RENTAL SUBSISTENCE 2040 CONTRACT ENGINEERING 1800 Additives 53.12% 3928 GROSS TOTAL 30,876 Solvage NOT TOTAL 29/19/

(Good FOR 60 days) TRE

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OFFICE OF ChIEF ENGINEER. CAS

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Coler Avenue

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", Party of the First Part, and the CITY of URBANA

, State of Illinois, acting by and through its City Council, hereinafter referred to as the "CITY", Party of the Second Part, and the CONSOLIDATED RAIL CORPORATION , hereinafter referred to as the "COMPANY", Party of the Third Part,

WITNESSETH:

THAT, WHEREAS, Federal-aid Urban System Route No. 7178 extends across the COMPANY'S tracks at an existing grade crossing presently marked by rail-road crossbuck signs, being located in Urbana, Illinois, as shown on the map designated Exhibit A, which is appended hereto and made a part hereof; and

WHEREAS, in the interest of public safety the parties hereto desire to protect the above-mentioned grade crossing by the installation of flashing light signals, automatically controlled by track circuits, in lieu of the existing railroad crossbuck signs; and

WHEREAS, the proposed improvement shall be financed in part with funds made available by the Federal Highway Safety Act.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The COMPANY shall prepare the detailed drawings, detailed circuit plans (including surveys and other engineering services), estimates

of cost, and any required specifications for the flashing light signals and their operating circuits, and the expense for this work shall be chargeable to this improvement as hereinafter set forth. These detailed plans, estimates, and specifications shall be submitted to the STATE for their approval. No approved plan or specification shall be changed by the COMPANY without written permission from the authorized representatives of the other parties.

The completed flashing light signal installation shall conform to the STATE'S "Requirements for Railroad Highway Grade Crossing Protection, November 27, 1974" insofar as they apply.

SECTION 2. The parties hereto shall construct or cause to be constructed in substantial accordance with the approved plans and specifications, the following items of work:

WORK BY THE COMPANY WITH 100% OF THE EXPENSE BORNE BY THE STATE

AND CITY. The COMPANY shall furnish or cause to be furnished,
in accordance with the stipulations and conditions of the FederalAid Highway Program Manual, Volume 1, Chapter 4, Section 3 issued
April 25, 1975, insofar as it applies, all the labor, materials
and work equipment required to perform and complete

- (a) The preparation of the detailed plans, estimates, and specifications for the flashing light signal installation as enumerated in Section 1 hereof.
- (b) The complete assemblage and installation of automatic flashing light signals and their operating circuits.
- (c) Incidental work necessary to complete the items hereinabove specified.

(d) The STATE and FHWA shall be afforded a reasonable opportunity to inspect materials recovered by the railroad prior to disposal by sale or scrap. This requirement will be satisfied by the railroad giving written notice, or oral notice with prompt written confirmation, to the STATE of the time and place where the materials will be available for inspection. The giving of notice is the responsibility of the railroad, and it may be held accountable for full value of materials disposed of without notice.

SECTION 3. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of four) for the STATE'S 90% share of its actual expense as incurred. In addition, the COMPANY may bill the CITY monthly (in sets of four) for the CITY'S 10% share of the expenses incurred. These progressive invoices shall be rendered on the basis of actual costs incurred, plus allowable additives. The STATE, and the CITY, after verifying that the bills are reasonable and proper, shall promptly reimburse the COMPANY for 95 percent of the amount billed.

The COMPANY, upon completion of its work, shall promptly render to the STATE a detailed final statement (in sets of four) of its actual expenses as incurred. In addition, the COMPANY shall submit 4 copies of a bill covering the CITY'S share directly to the CITY. After the STATE and CITY have checked the final statement and agreed with the COMPANY that the costs are reasonable and properly set up, insofar as they are able to ascertain, the STATE shall reimburse the COMPANY an amount, less previous payments, if any, equal to 95 percent of the amount billed. The CITY shall also reimburse the COMPANY

an amount, less previous payments, if any, equal to 95 percent of the amount of its share as billed. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE and CITY shall reimburse the COMPANY for the retained amounts less the deduction of any item (or items) of expense found as not being eligible for reimbursement.

The total estimated cost of the work is \$47,852 as set forth in the detailed estimate dated 40.4 V 16, 1977 attached hereto and made a part hereof. The estimated cost to the STATE and CITY is \$47,852.

SECTION 4. The flashing light signals should be placed in service immediately after the installation is completed, pending final inspection by representatives of the STATE, the CITY, and the Federal Highway Administration. The COMPANY shall notify the STATE of the date on which the completed installation will be ready for final inspection.

SECTION 5. Upon completion of the improvement the COMPANY shall maintain at its expense the flashing light signals and their operating circuits, including the operation of such protective devices.

SECTION 6. If at any time subsequent to the installation of the automatic flashing light signals, the railroad and highway grades are separated or the grade crossing closed or for any other reason it is found that their experation is no longer necessary, then the COMPANY, the STATE, and the CITY shall regotiate an agreement for their removal and reinstallation at another railroad-highway grade crossing on the COMPANY'S lines in Illinois, subject to the approval of the properly constituted public authorities.

SECTION 7. The COMPANY shall petition the Illinois Commerce Commission, in accordance with the Commission's General Order No. 138 to take jurisdic-

tion in the matter of the installation of the automatic flashing light signals and to enter such Orders or Resolutions as may be necessary.

To permit making such field inspections as may be required, the COMPANY shall notify the City Clerk at Urbana, Illinois, of the dates on which the COMPANY'S forces will be engaged in performing work at the site of the crossing.

SECTION 8. The grade crossing improvement herein contemplated is to be financed in part from funds appropriated by the Federal Government and expended under Federal regulations. All agreements, drawings, estimates, specifications, acceptance of work and procedure in general are subject to all Federal laws, rules, regulations, (including Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2.1, issued April 25, 1975) orders, and approvals applying to it as a Federal project; and the STATE will reimburse the COMPANY for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment from Federal funds.

SECTION 9. In compliance with the Federal-Aid Highway Program Manual, Volume 6, Chapter 6, Section 2.1, issued April 25, 1975, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 10. This agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quintuplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

Executed by the STATE, this, 19 ATTEST:	STATE OF ILLINOIS, acting by and through its Department of Transportation
AllEST:	military to the later than the same of the
Director of Highways	By
Executed by the CITY, this, 19	CITY OF URBANA State of Illinois, Acting by and through its City Council
ATTEST:	
City Clerk	By Mayor
day of July 1977.	CONSOLIDATED RAIL CORPORATION
WRadden	By T Lubra CHIEF MIGINEER - DESIGN & CONSTRUCTION

Pg 15

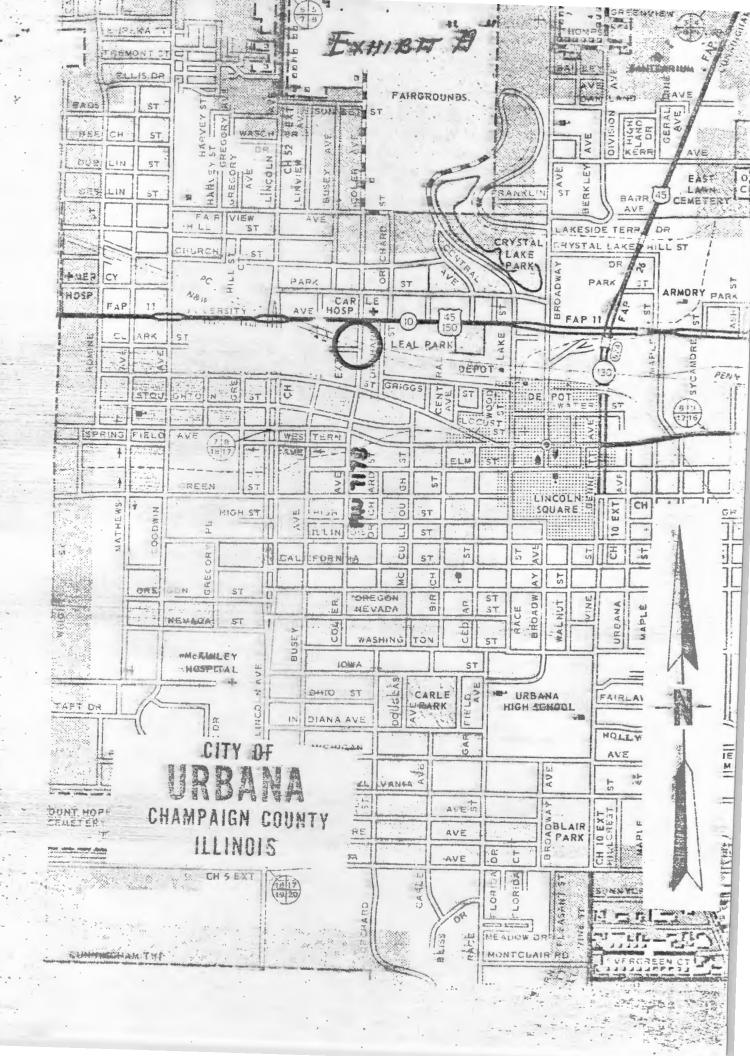
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-7-

Consolidated Rail Corporation
Federal-aid Urban System Route No. 7178
Urbana, Illinois
Project RRP-7178(1)
Job No. PC-95-030-76
Installation of automatic flashing light
signals on Coler Avenue in Urbana, Illinois

BE IT RESOLVED, that the Mayor of the City of Urbana ,
State of Illinois, be and he is authorized to execute the attached agreement -
pertaining to the captioned subject - in quintuplicate copies, each of which
shall be considered as an original, on behalf of the said City of Urbana
by affixing his signature to each copy, the same to be attested by the City
Clerk.
······································
I, City Clerk in and for said City
of Urbana , in the State of Illinois, and keeper of the records and
files thereof, as provided by statute, do hereby certify the foregoing to be a
true, perfect and complete copy of the resolution adopted by the City Council
at its meeting on, 19
IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of
said City of Urbana, this day of , A. D.
19
CITY CLERK

(SEAL)



CONSOLIDATED PAIL CORPORATION

URBANA, CHAMPAIGN COUNTY, ILLINOIS

Install automatic Plashing light signals and short arm gates. Coler Avenue, Project PRP - 7178 (1) Job No. PC 95-030-76 P&E Railway, MP 116.7, Line 8561

Force Account Estimate

- Engineering							
Preliminary Engineering Construction Engineering		.•		\$	600 900		
Labor Additives 52.13% Expense Incident				· 1,	,500 7 82 300	<i>k</i> '	2,582
Communication & Signal Esti (see attached sheets for de						42	2,854
Track Work		•		•			
Insulated Joints Material Handling 5%	10 pr.	9 75		\$	750 38	\$	7 88
Labor	. •					•.	•
Install Insulated Joints Labor Additives 52.13%	10	€ 50		Constit Post Cons	500 261	\$	761
Salvage (Credit) Misc. Scrap	5 ton @	92		-	(46)	\$]	L , 503
Accounting	• •						•
Billing clerks wages Labor Additives 52.13%		:	٠		600 313	\$	913
	Total !	Estimates					7,852

APPROVED STATES LETTER
6-14-77

Office of Chief Engineer Design & Construction Philadelphia, Pennsylvania May 16, 1977 (Estimate good for 60 days from date # 5 hort non got of FAU ISINE 7178

(Coler ST)

Construct Engineering

1000

Equipment Restort

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(Esond For 60 days)

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OFFICE OF CHIEF ENGR. CES

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