

RESOLUTION NO. 8283-R32


A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AGREEMENT WITH THE STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION FOR FEDERAL PARTICIPATION

BE IT RESOLVED 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 Department of Transportation, 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.

PASSED by the City Council this 16<sup>th</sup> day of December, 1982.

A circular seal of the City of Urbana, Illinois, featuring a central figure and the text "CITY OF URBANA, ILLINOIS" and "1858".  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 16<sup>th</sup> day of December, 1982.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

Municipality <u>Urbana</u>	STATE OF ILLINOIS DEPT. OF TRANSPORTATION LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION	Section <u>81-00226-00-WR</u>		
Township		Fund Type <u>Federal Aid Urban</u>		
County		State Contract <u>X</u>	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 under PROJECT DESCRIPTION. 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 Colorado & Vine Project Route FAU 7183&7140 Length 1.22 Miles  
 Termini Vine Street from Florida Avenue to George Huff Drive and Colorado Street from Vine Street to Philo Road (Illinois Route 150)

Description of Work 8" PCC base course widening with curb and gutter and existing Str. No. \_\_\_\_\_ bituminous surface to provide 30' face to face of curb on Vine Street from Florida Avenue to Colorado Street and on Colorado Street from Vine Street to Philo Road. Also construction of a PCC Pavement 30' face to face of curb with curb and gutter on Vine Street from Colorado Street to George Huff Drive.

	DIVISION OF COST				TOTAL	
	FHWA	%	STATE	%		LA
Participating Construction .....	\$	( )	\$	( )	\$	( )
Non-Participating Construction ....	\$	( )	\$	( )	\$	( )
Preliminary Engineering .....	\$	( )	\$	( )	\$	( )
Construction Engineering .....	\$	( )	\$	( )	\$	( )
Right of Way .....	\$	( )	\$	( )	\$	( )
Railroads .....	\$	( )	\$	( )	\$	( )
Utilities .....	\$	( )	\$	( )	\$	( )
Sub Total	\$		\$		\$	

Other Funding Not Included Above ..... \$ \_\_\_\_\_  
 Description of Other Funding:

Total Project Cost ..... \$ \_\_\_\_\_  
 NOTE: If funding is lump sum and not a percentage of the total, place an asterisk in the appropriate space provided for entering percentages.

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.

LOCAL AGENCY APPROPRIATION  
 The LA on \_\_\_\_\_, 19\_\_\_\_, appropriated, by separate resolution \$ \_\_\_\_\_ 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 \$ 231,000 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 #1, #2, #3, #4  
 (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  
 Signature \_\_\_\_\_

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
<u>C 95 017 82</u>	<u>M 5181 (18)</u>				



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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 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.

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### 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.

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### 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.



ADDENDUM #1 Division of Cost

The Local Agency agrees to provide the funds to match the federal funds for the cost of Vine Street from Colorado Street to George Huff Drive, to match the funds for the cost of the street lighting on the entire project, and to pay a lump sum of \$16,000 toward the State's match of Colorado and Vine as payment for construction engineering performed by the State on the portion of the improvement which is the responsibility of the City. The State agrees to provide the funds to match the federal funds on Vine Street from Florida Avenue to Colorado Street and Colorado Street from Vine Street to Philo Road less \$16,000 lump sum paid by the LA and the cost of the street lighting.

	FHWA	%	STATE	%	LA	%	TOTAL
Partic. Const. Vine St. South	\$125,000	(50)	\$	( )	\$125,000	(50)	\$ 250,000
Partic. Const. Colorado & Vine	\$325,000	(50)	\$325,000	(50)	\$	( )	\$ 650,000
Partic. Const. Street Lighting	\$ 80,000	(50)	\$	( )	\$ 80,000	(50)	\$ 160,000
Non-Partic. Construction	\$	( )	\$	(50)	\$	(50)	\$
Preliminary Engineering	\$	( )	\$**	( )	\$	( )	\$
Construction Engineering	\$	( )	\$ 29,000	(Bal)	\$ 16,000	(*)	\$ 45,000
ROW Vine Street South	\$	( )	\$	( )	\$ 500	( )	\$ 500
ROW Colorado & Vine	\$	( )	\$ 500	( )	\$	( )	\$ 500
SUB-TOTAL	<u>\$530,000</u>		<u>\$354,500</u>		<u>\$221,500</u>		<u>\$1,106,000</u>

\*Lump Sum Payment

\*\* In-house cost with no cash outlay

ADDENDUM #2 Right Of Way Acquisition

Item (1) of the Agreement Provisions under the Local Agency Agrees:, is amended to read as follows:

To acquire in its name all right of way necessary for the portion of this project on Vine Street from Colorado Street to George Huff Drive 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.

The State agrees to acquire in its name all right of way necessary for the portion of this project on Vine Street from Florida Avenue to George Huff Drive and on Colorado Street from Vine Street to Philo Road. The only right of way necessary for the construction of the project consists of temporary construction easements.

ADDENDUM #3 Preliminary Engineering

Item (3) of the Agreement Provisions under the Local Agency Agrees:, is amended to read as follows:

To provide for surveys necessary for the preparation of plans for the proposed improvement. The State agrees to provide for the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement, subject to partial reimbursement by the City as detailed in Addendum #1.

ADDENDUM #4 Jurisdictional Transfer

The Local Agency agrees to pass an ordinance assuming jurisdiction of the portion of the proposed improvement on Vine Street from Florida Avenue to Colorado Street and Colorado Street from Vine Street to Philo Road upon completion of the improvement and acceptance by the State. A copy of this resolution is attached hereto and made a part of this agreement.