

RESOLUTION NO. 8990-R39

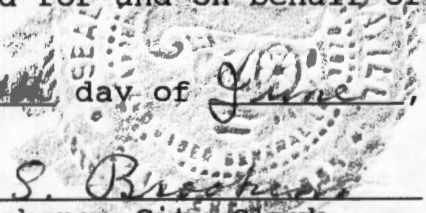
A RESOLUTION  
APPROVING AND AUTHORIZING THE EXECUTION  
OF A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION  
WITH THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Section 1. That a Local Agency Agreement For Federal Participation by and between the City of Urbana, Illinois and the State of Illinois Department of Transportation, in 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 hereby 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 4<sup>th</sup> day of June,  
1990.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 5<sup>th</sup> day of June,  
1990.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
RESOLUTION NO. 8990-R39 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

June 5, 1990  
Date

Municipality <u>Urbana</u>	STATE OF ILLINOIS DEPT. OF TRANSPORTATION  LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION	Section <u>88-00261-00-PV</u>		
Township		Fund Type <u>Federal Aid Urban</u>		
County		State Contract <sup>F</sup>	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.

**PROJECT DESCRIPTION**

Name Windsor Road Route E.A.U. 7145 Length 1.26 Miles  
 Termini West of Race Street To East of Philo Road

Description of Work \_\_\_\_\_ Existing Str. No. \_\_\_\_\_  
 Construction of a 4-lane pavement with a 4' median, curb and gutter, storm sewer, drainage appurtenances, and sidewalks.

	DIVISION OF COST				TOTAL		
	FHWA	%	STATE	%		LA	%
Participating Construction	\$ 1,050,000	*	\$	(	)\$ 1,719,500	(	)\$ 2,769,500
Non-Participating Construction	\$	(	)\$	(	)\$	(	)\$
Preliminary Engineering	\$	(	)\$	(	)\$ 126,000	100	)\$ 126,000
Construction Engineering	\$	(	)\$	(	)\$ 105,000	100	)\$ 105,000
Right of Way	\$	(	)\$	(	)\$ 55,000	100	)\$ 55,000
Railroads	\$	(	)\$	(	)\$	(	)\$
Utilities	\$	(	)\$	(	)\$ 300,000	100	)\$ 300,000
Sub Total	\$ 1,050,000		\$		\$ 2,305,500		\$ 3,355,500

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

Total Project Cost \_\_\_\_\_ \$ 3,355,500

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 \$ 1,719,500 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 part of this agreement.

Addendum #1 Certification; #2 Encroachment; #3 Parking Ord.; #4 Sanitary Sewage  
 (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
<u>C-95-048-90</u>	<u>M-5181 (24)</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.
- 

**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 NO. 1

BE IT MUTUALLY AGREED that the following certification statement be included in the agreement as Item (12) under "THE LOCAL AGENCY AGREES":

- (12) LA certifies to the best of its knowledge and belief its officials:
- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 2) have not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in Item (12) of this certification;
  - 4) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, local) terminated for cause or default;
  - 5) have not been barred from signing this AGREEMENT as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes); and
  - 6) are not in default on an educational loan as provided in Public Act 85-827.

Municipality Urbana	STATE OF ILLINOIS DEPT. OF TRANSPORTATION  LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION	Section 88-00261-00-PV
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County		State Contract <sup>F</sup> Day Labor      Local Contract

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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					
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