

RESOLUTION NO. 2014-11-064R

A RESOLUTION TO AUTHORIZE EXECUTION OF INTERGOVERNMENTAL
AGREEMENT BETWEEN CITY OF URBANA, CITY OF CHAMPAIGN, CHAMPAIGN-
URBANA MASS TRANSIT DISTRICT, AND BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS FOR APPLICATION AND RECEIPT OF
TRANSPORTATION INVESTING GENERATING ECONOMIC RECOVERY
DISCRETIONARY GRANT

(CHAMPAIGN-URBANA MULTIMODAL CORRIDOR ENHANCEMENTS)

WHEREAS, the City of Urbana ("City") is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power of function in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220 et. seq.) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking; and

WHEREAS, the City has joined with the City of Champaign, the Champaign-Urbana Mass Transit District, and the Board of Trustees of the University of Illinois (collectively, the "Parties") in applying for a TIGER (Transportation Investing Generating Economic Recovery) Discretionary Grant Program ("Grant") from the United States Department of Transportation (USDOT) to make Multimodal Corridor Enhancements; and

WHEREAS, the Parties intend to implement a TIGER Grant which provides for certain improvements within the Urbana-Champaign community"; and

WHEREAS, the Parties are member agencies of the Champaign Urbana Urbanized Area Transportation System ("CUUATS") and CUUATS is responsible for the promotion of transportation systems, which embrace a variety of modes in a manner that efficiently maximized the mobility of people and goods with minimal energy consumption, pollution, and social impacts; and

WHEREAS, a TIGER grant was awarded in the amount of \$15,705,327.00 by USDOT which will be administered by the Federal Highway Administration ("FHWA") through the Illinois Department of Transportation (IDOT); and

WHEREAS, the TIGER Grant provides for cost sharing between USDOT and the Parties, and requires an estimated aggregate local match of \$19,178,138; and

WHEREAS, the City of Champaign shall serve as the "Lead Agency" for the Parties and will enter into a Federal Assisted Project Agreement with IDOT; and

WHEREAS, this Agreement is in the best interest of the Parties, including the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1. The Mayor shall be and hereby is authorized to enter into and execute on behalf of the City of Urbana an agreement in form and substance substantially similar to the grant Agreement appended to and incorporated into this Resolution.

Section 2. The Mayor shall be and hereby is authorized to join with the other Parties in negotiating such additional terms of such an Agreement with the Federal Highway Administration and/or the Illinois Department of Transportation as the Mayor deems necessary and appropriate and which would be agreed to by the said Administration and/or Department.

Section 3. That the Mayor shall be and hereby is authorized to undertake such other actions as are necessary to carry out the purpose and intent of this Resolution.


PASSED BY THE CITY COUNCIL this 1st day of December, 2014.

AYES: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth


NAYS:

ABSENT:

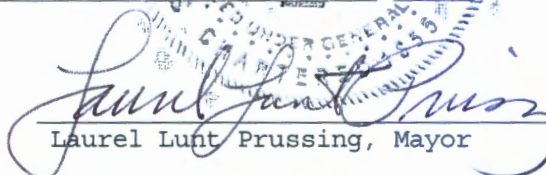
ABSTAINS:



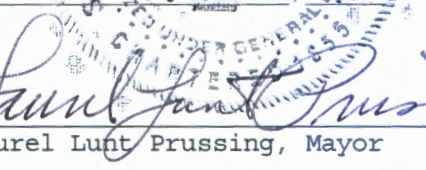
Phyllis D. Clark, City Clerk



APPROVED BY THE MAYOR this 3rd day of December, 2014.



Laurel Lunt Prussing, Mayor



**INTERGOVERNMENTAL AGREEMENT TIGER VI GRANT
CHAMPAIGN-URBANA MULTIMODAL CORRIDOR ENHANCEMENT**

THIS AGREEMENT ("Agreement") is made between the City of Champaign, an Illinois Municipal Corporation ("CHAMPAIGN"), the Champaign-Urbana Mass Transit District, an Illinois Municipal Corporation ("CUMTD"), the City of Urbana, an Illinois Municipal Corporation ("URBANA"), and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("UNIVERSITY") (each a "Party", and, collectively, the "Parties").

RECITALS

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power of function in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220 et seq.) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking; and

WHEREAS, the following Exhibits are attached hereto and incorporated herein by reference:

- Exhibit A – Application, Multimodal Corridor Enhancement**
- Exhibit B – Project Award Announcement and Map**
- Exhibit C – Grant Agreement with Federal Government (Draft), subject to Section 27**
- Exhibit D – Project Funding Responsibilities**

WHEREAS, all the Parties joined in applying for a TIGER (Transportation Investing Generating Economic Recovery) Discretionary Grant Program ("Grant") from the United States Department of Transportation ("USDOT") to make Multimodal Corridor Enhancements, detailed in the Grant Proposal, attached hereto as **Exhibit A**; and

WHEREAS, the Parties intend to implement certain improvements partially funded by a TIGER Grant in the Champaign-Urbana community which includes improvements hereinafter referred to as the "Program"; and

WHEREAS, the Program is divided into the following five (5) Projects (hereinafter "Projects"), more specifically described in Exhibit A, the submittal/Grant Proposal to USDOT and the Projects include generally:

- Project 1 –Green Street (Wright Street to Busey Avenue)
- Project 2 –Green Street (Neil Street to Fourth Street)
- Project 3 –White Street (Second Street to Wright Street) including Wright Street (White Street to Springfield Avenue)
- Project 4 –Armory Avenue (Fourth Street to Wright Street), and Wright Street (Springfield Avenue to Armory Avenue)
- Project 5 –Green Street (Busey Avenue to Race Street)

WHEREAS, the Parties are member agencies of the Champaign Urbana Urbanized Area Transportation System ("CUUATS") and CUUATS is responsible for the promotion of transportation systems, which embrace a variety of modes in a manner that efficiently maximized the mobility of people and goods with minimal energy consumption, pollution, and social impacts; and

WHEREAS, the Projects funded by the TIGER Grant have the effect of reducing urban traffic, improving mobility, reducing parking and reducing atmospheric pollution; and

WHEREAS, a grant in the amount of \$15,705,327 was awarded by USDOT as provided for on the USDOT website and as described and depicted in attached **Exhibit B**, to be administered through the Federal Highway Administration ("FHWA") and through the Illinois Department of Transportation ("IDOT"); and

WHEREAS, the Grant provides for cost sharing between USDOT and the Parties, and requires an estimated local match of \$19,178,138; and

WHEREAS, Champaign as Lead Agency for the Parties and USDOT will enter into an Agreement for all Projects funded through the Grant; and

WHEREAS, Champaign, as Lead Agency for the Parties, will enter into a Federal Assisted Project Agreement with IDOT; and

WHEREAS, the Parties have in this Agreement agreed to meet all obligations under the Agreements with USDOT and IDOT as described herein; and

WHEREAS, this Agreement is in the best interest of the Parties.

NOW THEREFORE, in consideration of the recitals and of the mutual covenants and agreements of the Parties as hereinafter set forth, the Parties mutually agree as follows:

AGREEMENT

Section 1. Effective Date/Term of Agreement.

- a) This Agreement shall be effective on the date approved by all of the Parties to the Agreement on the date approved by the last of the Parties to approve it.
- b) This Agreement shall become operative upon the date that the Grant Agreement between Champaign and USDOT for federal funds under the Grant becomes effective. Project costs incurred before the release of Grant funds and approval by the USDOT to proceed are not eligible for reimbursement, unless otherwise permitted by USDOT. This Agreement shall remain in effect until terminated as provided in Section 28, "Termination".

Section 1A. Definitions.

For the purposes of this Agreement, the following terms shall have the meanings ascribed herein:

"Agreement" means this intergovernmental agreement.

"Champaign" means the City of Champaign.

"FHWA" means the Federal Highway Administration.

"Grant" means the TIGER VI Grant when referencing "Grant Agreement", such reference refers to **Exhibit C** to this Agreement..

"IDOT" means the Illinois Department of Transportation.

"Lead Agency" means Champaign or such other Party designated by the Parties.

"Match Funds" means the non-federal share of the estimated cost of the Program.

"Parties" means Champaign, Urbana, the University and CUMTD.

"Party" means an individual entity identified above.

"Program" means collectively all projects identified in the preamble.

"Projects" means one of the five construction undertakings agreed to be built by the Parties pursuant to the Grant.

"TIGER" means Transportation Investment Generating Economic Recovery.

"University" means the University of Illinois.

"Urbana" means the City of Urbana.

"USDOT" means the United States Department of Transportation or any of its constituent agencies .

"Utilities" means all cables, fibers, conduit, pipe, ducts, tunnels, cameras, antennae, and other structures for the provision, transmission or conveyance or services including, but not limited to: electricity, street lighting, video, communication, and internet signals, traffic signals, water, steam, compressed air, steam condensate, chilled water, chilled water return, gas, storm water and sanitary sewerage, and all structures appurtenant thereto including manholes, handholes, nodes, vents, surface inlets, valves, valve boxes, lift stations, transformers and other structures and devices directly related to the provision, transmission or conveyance of the aforementioned services.

Section 2. Program and Project Funding.

- a) Estimated Cost. The total estimated cost of the Program funded by the Grant is \$34,888,465. USDOT shall fund a maximum of 45% of the costs related to the Grant, totaling \$15,705,327. The Parties shall provide the 55% non-federal share in the Grant ("Match Funds"), totaling an estimated minimum amount of \$19,178,138 through contributions in the estimated amounts set forth in page 7 of the Grant Proposal as set forth in **Exhibit A** and as further detailed in **Exhibit D**.
- b) Schedule. The Parties recognize and agree that the Grant Application provides for the construction of the Projects in the Program in phases beginning in 2015 and ending in 2021.

The following outlines a tentative schedule for the TIGER Projects:

- Project 1 – Green Street (Wright Street to Busey Avenue)
 - Project 2 – Green Street (Neil Street to Fourth Street)
 - Project 3 – White Street (Second Street to Wright Street) including Wright Street (White Street to Springfield Avenue)
 - Project 4 – Armory Avenue (Fourth Street to Wright Street), and Wright Street (Springfield Avenue to Armory Avenue)
 - Project 5 – Green Street (Busey Avenue to Race Street)
-
- a. TIGER GA and IGA Council Approval.....December 16, 2014
 - b. Projects 1-3 City-Consultant Engineering Agreement.....January 20, 2015
 - c. Projects 1-3 Preliminary and Final Design.....Jan. 2015 to Mar. 2016
 - d. Projects 1-3 City-State Fed Construction Agreement,
Projects 1-3 City-Consultant Agreement for Construction Engineering
Projects 4-5 City-Consultant Engineering Agreement.....March 2016
 - e. Projects 4-5 Preliminary and Final Design.....March 2016 to Dec.
2017
 - f. Projects 1-3 IDOT Letting.....July 26, 2016
 - g. Projects 1-3 Construction.....Aug. 2016 to Nov. 2017
 - h. Projects 4-5 City-State Construction Agreement.....September 2017
 - i. Projects 4-5 IDOT Letting.....January 2018
 - j. Projects 4-5 Construction.....Jan. 2018 to Dec. 2019

c) Grant Obligation.

1. The Parties further recognize that the Grant Agreement and the federal legislation supporting TIGER Grants requires the \$15,705,327 to be obligated by the USDOT prior to June 30, 2016, unless the Grant Agreement provides for another deadline.
 2. The Parties recognize that in order for the USDOT to obligate the Grant funds, USDOT and IDOT will have to have approved Plans, Specifications and Estimates (PSE) for those Projects which are initially ready for such approval so that Grant funds will be available for the construction costs associated with those Projects.
- d) Utilization of Grant Funds. It is the intention of the Parties to utilize the obligated Grant funds for construction of Projects 1, 2 and 3 and utilize local funding for the completion of Projects 4 and 5 or portion thereof to ensure that, prior to the end of the Grant term in 2021, all Projects are funded and fully constructed.
- e) Project List, Estimates and Cost Shares. Attached hereto as **Exhibit D** is a list of the Projects and estimates, and cost shares in each fiscal year. **Exhibit D** constitutes a substantial basis for the entry into this Agreement by the Parties. The cost estimates represent the year 2014 dollars. Actual costs will vary depending on the final design and inflationary increases due to the timing of the construction.
- f) Payments. The Lead Agency shall invoice the other Parties in accordance with cost shares and payment limits described in this Agreement and **Exhibit D**. The Lead Agency shall invoice the other responsible Parties for costs after receipt of invoice for payment, which is due and payable. Upon request, the Lead Agency shall provide reasonable documentation to the other responsible

Parties regarding the actual cost of the work. Reimbursement payments shall be made to the Lead Agency within twenty-eight (28) days of the date the Party receives an invoice for its share of the cost and expenses

- g) Budgeting and Appropriation. The financial shares of the Parties shall be as set forth in **Exhibit D**. The Parties agree to budget or appropriate amounts sufficient to meet their commitments for paying their respective share of the balance of the local costs as set forth herein.

h)

1) Cost Overruns.

- i) The Parties acknowledge that each Project may involve costs in excess of the amounts set forth in **Exhibit D**.
- ii) For Projects 1 and 5, within the City of Urbana, Urbana shall be responsible to pay for any cost overruns for those Projects whether attributable to engineering costs, construction costs or any other costs attributable to the Project.
- iii) For Projects 2, 3 and 4, within the City of Champaign, Champaign shall be responsible to pay for any cost overruns for those Projects whether attributable to engineering costs, construction costs or any other costs attributable to the Project, except for the portion of Project 4 (Armory Ave.) that falls within the jurisdiction of the University, for which the University shall be responsible to pay for any such cost overruns.
- iv) For costs attributable to bus shelters or transit improvements of any type, CUMTD shall be responsible to pay for cost overruns whether attributable to engineering costs, construction costs or any other costs attributable to the Project.

- 2) Payment. The responsible Party shall pay for costs in excess of local shares set forth in **Exhibit D** to the Lead Agency within twenty-eight (28) days after receipt of a statement therefore.

- 3) Cost Savings. If the cost of any individual Project is less than the amount allocated in **Exhibit D** for the Project, the Party shall not be required to contribute the full amount of the local share to the particular Project.

- 4) Situations not Covered. For circumstances not provided for in this Section, the Parties shall meet and confer in order to reach a settlement. If no settlement is reached within twenty-eight (28) days after any party makes a request to meet, the Parties shall submit the matter in unity to binding arbitration by an attorney selected by the chief legal officers for the Parties.

Section 3. Project Implementation.

In order to accomplish the completion of the Program as set forth in the application, the Parties agree as follows:

- a) Lead Agency. Champaign shall be Lead Agency for the Program. As Lead Agency, Champaign will:

- 1) Enter into Grant and IDOT Agreements. Execute the Grant Agreement with USDOT and execute a "Local Agency Agreement for Federal Participation" with IDOT.
- 2) Hire Consultants. Select, enter into contracts with consulting engineers and other professionals necessary or desirable to complete the Program and pay expenses related to the undertaking including, but not limited to:

Direct expenses for consulting services, including but not limited to legal, title, real estate appraisal, review appraisal, right-of-way and easement acquisition, soils and material testing services and other professional services expenses associated with administering the Program, managing, applying for grants, engineering or acquiring right-of-way for the Program shall be eligible for reimbursement under the cost share provisions in this Agreement.

Prior to entering into any contract for necessary professional services, the Lead Agency shall provide a good faith estimate of the cost and a description of such services to the other Parties. The Lead Agency will not approve a cost which exceeds such estimates without the written approval of the other effected Parties.

- 3) Consulting Engineers. With respect to Consulting Engineers, a Qualifications Based Selection process will be used to select the Consulting Engineer,. The Parties intend to negotiate a contract with the same Engineer to prepare Plans, Specifications and Estimates (PS&E) and construction engineering for all Projects. The Engineer selected for PS&E and construction engineering shall not be an employee of any of the Parties. The Lead Agency will contract with the Engineer for all Projects. Prior to entering into such contracts, the Lead Agency shall obtain prior written approval from the other Parties for the scope of work to be performed by the Engineer and the terms of the contract.

b) Other Project Responsibility.

- 1) Resident Engineer and Construction Inspection. The Lead Agency will provide a Resident Engineer for the construction phase of Champaign and Urbana Projects and Urbana shall provide a Resident Engineer for the construction phase of Projects in Urbana.
- 2) Invoicing. The Party in whose jurisdiction the Project is being constructed shall have primary responsibility for reviewing all billing statements for engineering, construction and other services related to the Project within their jurisdiction. CUMTD shall review all engineering fees and constructions costs related to any transit facility.
- c) Project Management Representation. The Parties shall assign an experienced Project Manager from their staff to each Project to assist with the management and administration of all aspects of the Project, including but not limited to the following: selection of engineering consultants and other professional services; IDOT coordination; serve as liaison to impacted Departments of the Parties and any other stakeholders; attend and provide guidance in project design coordination meetings with Project consultants; review Project plans and specifications; conduct stakeholder meetings and provide regular communication

to stakeholders; assist with Utility coordination; assist with Project bidding; organize and attend pre-construction conferences; attend construction progress meetings; and work cooperatively to address errors, omissions, or conflicts that may arise during or after Project construction. The Parties shall designate the Project Manager in writing to the Lead Agency's project manager, the Champaign City Engineer.

d) Engineering, Award, Utilities and Construction.

1) Preliminary Engineering. The Parties agree to allow the Lead Agency and the Project consultants unrestricted access to the right-of-way and adjacent property of the Parties for each Project for any and all activities necessary to complete engineering design of the proposed street improvements, including but not limited to right-of-way and topographic land surveys; measuring and recording existing sewer infrastructure and utilities; pavement coring; subgrade testing; street light and traffic signal equipment and controller inspections. The following documents shall be used as guidelines in the preparation of the Projects construction plans and specifications: IDOT Bureau of Local Roads (BLR) policies and procedures for Federally funded projects, IDOT Standard Specifications for Road and Bridge Construction, the State of Illinois Manual on Uniform Traffic Control Devices (MUTCD), Standard Specification for Traffic Control Items, Standard Specifications for Water and Sewer Main Construction in Illinois, statutes and ordinances of general applicability to such work in effect within the City, UIUC Facilities Standards, as amended from time to time.

2) Submission of Plans and Specifications. Prior to construction bid advertisement of the Projects, the Lead Agency shall submit preliminary and final plans and technical specifications to the Parties for timely review and approval. Such plans shall include a traffic control plan if pedestrian, bicycle and vehicular traffic will be impacted temporarily, and shall comply with generally accepted engineering practice. A construction cost estimate and estimate of construction duration will be submitted with the plans and specifications. Once the Lead Agency has incorporated all of the Party's comments to the preliminary and final plans the Lead Agency shall submit the plans to IDOT for review and approval.

3) Approval of Plans. The final design and construction plans of each Project shall be reviewed and approved by the City Engineer of the Lead Agency and the Project Manager for the respective Party prior to IDOT's review and approval to construction bid. The approval of such plans shall not be reasonably denied. The review may be based on reasonable requirement with respect to budget, scheduling, traffic control, or construction means, methods, or materials as the Parties may require in accordance with usual construction practices and standards.

Both the Lead Agency and the Parties agree that minor elements of the Projects may require adjustment or refinement following approval and will be mutually agreed upon. The Parties acknowledge that any changes may need to be reviewed and approved by IDOT.

4) Bid Letting and Award. IDOT will advertise the Projects for contractor bids in the IDOT Contractor's Construction Bulletin. The Project consultant will prepare a tabulation of all bids received and will make the tabulation available to the Parties, Lead Agency and the public.

5) Utilities and Utility Relocations. The Parties agree that all Party owned Utilities located within the limits of each Projects right-of-way shall continue to be owned and maintained by the respective Party. Each Party shall advise and consult with the Lead Agency and the Projects Consultants prior to adjusting, relocating, repairing, removing, modifying, maintaining, or installing any Utility within the right-of-way limits of the Projects. The respective Party agrees to assist with locating, identifying and determining the location of all existing Utilities within the limits of the Projects, if necessary, including subsurface exploration and pot-holing of Party Utilities, at Party expense. Each Party agrees to provide to the Projects Consultants Utility maps or electronic files of existing Utilities located within the limits of the Projects right-of-way. The Lead Agency and the Consultant shall notify the Party of any apparent and potential conflict between the Projects proposed design and any Party Utility. If the Grant is unable to fund Utility relocation costs, then the Party agrees to relocate at its expense any Party Utility that is in conflict with the proposed Project improvements. The Parties agree to exercise their franchise rights to cause the relocation of privately owned Utilities that are in conflict with proposed Project improvements. Any and all costs associated with relocating private Utilities that are in conflict with proposed Project improvements shall be the responsibility of the respective Party. The Parties agree to minimize Utility conflicts to the greatest extent possible.

6) Construction Engineering and Inspection. Construction engineering will be performed by the Consultant selected for the Project. A representative from such Party in whose jurisdiction the Project is being constructed will be assigned to the Project to serve as Resident Engineer and perform the duties thereof. The Lead Agency shall permit the inspection of the Project by the representative of the Party to determine compliance with the law or the provisions of this Agreement. Except in the case of an emergency, any such inspection shall be conducted during normal business hours, with the verbal concurrence by the Resident Engineer. The Resident Engineer shall accompany the Party representative on any such inspection to address questions and comments about the Project.

7) On Street Parking. The Project Manager assigned to the Project for the Party is responsible for contacting residents regarding parking and coordinating any and all design and construction impacts to the operation of on-street parking within the limits of each Project. This may include temporarily bagging meters, temporary relocation of on-street parking space permit holders, and temporarily or permanently removing parking spaces and meters impacted by construction activities. Compensation for loss of meter revenue due to the Project improvements either during construction or after Project completion is not an eligible or reimbursable Project expense.

8) Construction. The Parties agree to allow the Lead Agency and the Project contractors and subcontractors unrestricted access to the right-of-way and adjacent public property for each Project to complete all work as set forth in the approved construction contract for the Project

9) As-Built Drawings. The Lead Agency shall require the Project Consultant to provide to the Parties with as-built drawings of each Project as constructed in accordance with this Agreement. Such drawings shall be provided to the Parties within ninety (90) days after substantial completion of the Project. Provided further that, if requested by the Parties, the Lead Agency shall require the Project Consultant to provide such drawings in an electronic format as specified by the Party.

10) Damage to Trees. The Parties acknowledge that trees located within the Project right-of-way or limits may be subject to temporary or permanent damage as a result of the location and construction of a Project. In the event such damage occurs as a direct result of Project construction activities, the Lead Agency's Project Manager, the Party's Project Manager, the Resident Engineer, shall cooperatively assess the affected tree or trees to determine the amount and extent of the damage and to identify any necessary corrective actions. The Parties agree that in the event any such affected tree or trees is determined by the Party's Project Manager to be irrevocably damaged, the Party may pursue legal actions against the Project's construction Contractor to recover such damages. The Party shall not hold the Lead Agency liable for any temporary or permanent damages to trees as a direct result of any construction activities associated with the Projects.

e) IDOT Responsibilities. The Parties recognize and agree that IDOT shall award all contracts utilizing Federal Funds, make all payments to the construction contractor from Federal funds and invoice the Lead Agency for the local share of the construction costs.

f) Data Collection. The CUMTD, on behalf of the Lead Agency, shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D of the draft FY 2014 TIGER

Discretionary Grant Agreement (Champaign Urbana Multimodal Corridor Enhancement) attached as **Exhibit C**, and **such other reporting as requested by FHWA/USDOT**, and report results of the data for each measure to FHWA periodically, according the reporting schedule identified in Attachment D. Furthermore, the CUMTD shall provide an initial Pre-project Report, interim Project Performance Measurement reports, and a final Project Outcomes Report, as well as quarterly and annual reports to FHWA, in a manner consistent with the requirements of **Exhibit C and such other reporting as requested by FHWA/USDOT**. CUMTD shall make such reporting through the Recovery Act Data System ("RADS") as needed to comply with Federal requirements. To the extent necessary, all Parties will assist the CUMTD with such reporting obligations.

Section 4. Disputes.

Should a dispute arise with USDOT or IDOT regarding the Lead Agency's obligations under the Grant or Agreements with USDOT or IDOT, all Parties shall be able to offer input and recommendations. The Lead Agency shall collaborate with the Parties and provide serious consideration with regard to the Parties input and recommendations. The Parties shall be entitled to participate in all meetings with USDOT or IDOT concerning the dispute and receive copies of any correspondence and other documents exchanged between the Lead Agency and USDOT or IDOT. The settlement of such a dispute between USDOT or IDOT and the Lead Agency shall be final and binding on the Parties.

Section 5. Amendments.

- a) All amendments to this Agreement shall be in writing and must be executed by all Parties within the term of this Agreement.
- b) All notices, requests, consents, and other communication required or permitted under this Agreement shall be in writing and shall be addressed to the receiving party's address as set forth below or to such other address as a party may designate by notice. All notices, requests, consents, and other communication shall be (i) delivered by hand, or (ii) sent by certified mail, return receipt requested.

All notices, requests, consents, and other communication shall be deemed delivered when (i) actually received, but in all events (ii) on the third day following deposit in a United States Postal Service Post Office or receptacle with proper postage affixed, return receipt requested.

The address for notices, requests, consents, and other communications shall be as follows:

CUMTD:
Managing Director
Champaign Urbana Mass Transit District
1101 E. University Avenue
Urbana, IL 61802

CHAMPAIGN:
City Manager
City of Champaign
102 N. Neil Street
Champaign, IL 61820

UNIVERSITY:
Executive Director
Facilities and Services
1501 S. Oak Street, MC-800
Champaign, IL 61820

URBANA:
Mayor
City of Urbana
400 S. Vine Street
Urbana, IL 61801

Section 6. Successors and Assigns.

The Parties shall not assign or otherwise transfer their rights and obligations under this Agreement except with prior written consent of all Parties. Any attempted assignment or transfer of this Agreement without the prior written consent of all the Parties shall be deemed void *ab initio*.

Section 7. Utilities.

To the extent necessary to construct any of the Projects, the costs for the adjustment, removal, or relocation of the Parties utility facilities in accordance with applicable City and State laws, regulations, rules, policies, procedures, and/or contractual obligations are to be included in the construction contract bid. Any additional construction costs, including overruns, shall be governed by Section 2, "Program and Project Funding".

Section 8. Environmental Assessment and Mitigation.

All Projects within the Program must comply with the National Environment Policy Act (NEPA) and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. A preliminary NEPA evaluation has been performed with no apparent environmental conditions to address. The Parties agree that a final Environmental Survey Request (ESR) is required to be submitted to IDOT for all projects. The final ESR shall be performed by IDOT, at IDOT's cost, all in accordance with the requirements contained in the Bureau of Local Roads Manual. The Lead Agency and Party in whose jurisdiction the Project lies shall prepare a final Special Waste Screening (SWS) for each project and submit the SWS to IDOT for approval. The cost of any mitigation and remediation of environmental conditions shall be based on the final ESR and SWS. Such final ESR and SWS shall be made available by the Lead Agency to the Parties. Any mitigation and remediation costs not provided for by the Grant or cost share that arise shall be governed by Section 2, "Program and Project Funding".

Section 9. Breach, Cure and Remedies.

In the event any Party (for purposes of this section only, the "Non-Defaulting Party") believes that another Party (for purposes of this section only, the "Defaulting Party") has defaulted on any obligation required of it pursuant to this Agreement, the Non-Defaulting Party shall notify all Parties in writing of the alleged default. Such notice shall describe the nature of the alleged breach and state the section or sections which the Non-Defaulting Party believes has/have been breached. The Defaulting Party shall have twenty-eight (28) days in which to (i) fully cure the default; (ii) respond to the notice of default writing that the Defaulting Party is not in default which shall include specific reasons for such assertion; or (iii) respond in writing that the Defaulting Party is unable to reasonably cure the default within the twenty-eight (28) day period and which includes a detailed timeline for curing the default. Absent a default cure satisfactory to the Non-Defaulting Party, the Non-Defaulting Party and any other Party shall have available to it or them any and all remedies available in law or equity.

Section 10. Legal Construction and Captions.

In case one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions in this Agreement unless such court holding negates the overall intent and purpose of this Agreement.

The headings at the beginning of the Sections in this Agreement shall constitute guides and labels to assist in locating the respective Sections, and therefore, will be given no effect in construing, interpreting or enforcing this Agreement.

Section 11. Responsibilities of the Parties.

The Parties agree that none of the Parties is an agent, servant, or employee of the other Parties. Each Party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. Notwithstanding the foregoing, the Parties acknowledge that the Lead Agency is acting as the agent of the Parties for the purposes stated in this Agreement.

Section 12. Sole Agreement.

This Agreement constitutes the sole and only Agreement between the Parties and supersedes any prior understandings or agreements, written or oral, regarding this Agreement's subject matter.

Section 13. Ownership of Documents.

Each Party shall have access to and the right to copy any and all documents which have been or which are prepared for the Program and the Projects regardless of who created, prepared, creates or prepares such documents. The original of any documents shall remain the property of the Lead Agency. The Lead Agency shall make such documents available to the requesting Party within a reasonable time, at cost following the requesting Party's request for access to, review of, and/or copies of any such documents.

Section 14. Inspection of Books and Records.

The Parties to this Agreement shall maintain all books, documents, papers, accounting records and the other documentation relating to Program and Projects contemplated by this Agreement and shall make such materials available to the other Parties, USDOT, IDOT and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspections at its office during the period when this Agreement is in force or until any impending litigation, or claims are resolved. Additionally, any Party and the USDOT, IDOT, and their duly authorized representatives shall have the right to review, copy and use any and all documents which have been prepared or created or which will be prepared and created in connection with the Program and Projects contemplated by this Agreement for the purposes of undertaking one or more audits thereof.

Section 15. Compliance with Laws and Regulations.

The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative agency or lawfully constituted tribunal in any manner affecting their performance of this Agreement. Such Federal requirements may be further articulated in Exhibit C, the Grant Agreement.

Section 16. Governing Law; Venue.

This Agreement shall be governed by the laws of the State of Illinois. Venue and jurisdiction of any suit or cause of action arising in connection with this Agreement shall lie and be maintained exclusively in Champaign County, Illinois or the Illinois Court of Claims depending on the requirements of law.

Section 17. Cost Principles.

In order to be reimbursed with federal funds, the Parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project. The Parties are aware such requirements exist and are willing to assist to help the Lead Agency comply with these Cost Principles.

Section 18. Procurement and Property Maintenance Standards.

The Parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.36. The Lead Agency shall assist other Parties in compliance with these procurement and property maintenance management standards.

All Parties shall assist CUMTD, on behalf of the Lead Agency, to collect the data necessary to track and report on any property acquired for the FY 2014 TIGER Discretionary Grant Agreement, attached as **Exhibit C**, and shall periodically report results of the data for each measure to the CUMTD, for USDOT use, as required.

Section 19. Force Majeure.

- a) Timely performance of the Parties is essential to this Agreement. However, no Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts any Party. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to completed performance under this Agreement. For purposes of this Agreement, Force Majeure shall mean and include fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against any of the Parties, riots, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other facts of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure may entitle the Lead Agency to extra reimbursable expenses or payment.
- b) This relief set forth in a) of this section is not applicable unless the affected Party does the following:
 - 1) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
 - 2) provides the other Party with prompt written notice of the cause and its anticipated correction.

Section 20. Reserved.**Section 21. Civil Right Compliance.**

The Parties shall comply with the regulations of the United State Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled,

"Equal Employment Opportunity", as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

The Parties shall assist the CUMTD or the Lead Agency to collect the data necessary to track and report on any non-discrimination requirements identified in the FY 2014 TIGER Discretionary Grant Agreement, attached as **Exhibit C**, and shall periodically report results of the data for each measure to the address provided by the Lead Agency or CUMTD for USDOT use, as required.

Section 22. Disadvantaged Business Enterprise (DBE) Program Requirements.

- a) The Parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26. The Parties shall also meet all requirements deemed necessary by the Lead Agency or IDOT in order to help comply with the Disadvantaged Business Enterprise Program.
- b) The Parties shall assist the CUMTD, the Lead Agency, or IDOT to collect the data necessary to track and report on any Disadvantaged Business Enterprise Program requirements identified in the FY 2014 TIGER Discretionary Grant Agreement, attached as **Exhibit C**, and shall periodically report results of the data for each measure for USDOT use, as required.
- c) Reserved.
- d) The Lead Agency shall set an appropriate DBE goal consistent with IDOT's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The CUMTD shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting such actions as required by IDOT.
- e) If required, the Parties shall follow other parts of USDOT's DBE program referenced at web address <http://osdbuweb.dot.gov/DBEProgram/>, including necessary attachments.
- f) The Parties shall not discriminate on the basis of race, color, national origin, or sex in the Award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program of the requirements of 49 CFR Part 26. The Parties shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the Grant. Upon notification to the Lead Agency of its failure to carry out its approved program, USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq*).
- g) Each contract the Lead Agency signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

Section 23. Debarment Certifications.

The Parties are prohibited from making any awards or payments to contractors or related to subcontractors when such contractor or subcontractor is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension". By executing this agreement, each Party certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any other person that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The Parties to this Agreement shall require any person obligated under a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification. The Parties shall help the CUMTD or IDOT comply with Executive Order 12549.

The Parties shall assist the CUMTD or IDOT to collect the data necessary to track and report any Debarment Certification requirements identified by FY 2014 TIGER Discretionary Grant Agreement, attached as Exhibit C, and shall periodically report results of the data for each measure for USDOT use, as required.

Section 24. Lobbying Certification.

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- a) No federal appropriated funds have been paid or will be paid by or on behalf of the Parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with federal contracts, grants, loans, or cooperative agreement, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c) The Parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d) All Parties shall also meet all requirements deemed necessary by the Lead Agency or IDOT in order to help the Lead Agency or IDOT comply with this Lobbying Certification.

All Parties shall assist the CUMTD on behalf of the Lead Agency or IDOT to collect the data necessary to track and report on any Lobbying Certification requirements identified in the FY 2014 TIGER Discretionary Grant Agreement, attached as Exhibit C, and shall periodically reports results of the data for each measure for USDOT use, as required.

Section 25. Federal Funding Accountability and Transparency Act Requirements.

- a) Any recipient or sub-recipient of funds under this Agreement agrees to comply or shall be contractually required to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms:

<https://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket/access.gpo.gov/2010/pdf/2010-22706.pdf>.

All Parties shall also meet requirements deemed necessary by the CUMTD in order to help the CUMTD, the Lead Agency or IDOT comply with FFATA requirements.

The Parties shall assist the CUMTD to collect the data necessary to track and report on any FFATA requirements identified in the FY 2014 TIGER Discretionary Grant Agreement, attached as Exhibit C, and shall periodically report results of the data for each measure for USDOT use, as required.

- b) For sub-awards greater than \$25,000, the Lead Agency, as a recipient of federal funding, shall:
 - 1) Obtain and provide to IDOT and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <http://www.bpn.gov/ccr/default.aspx>;
 - 2) Obtain and provide to IDOT and the Federal government, a Data Universal Numbering Systems (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3) Report the total compensation and names of its top five most highly compensated Executives, to IDOT and the Federal government if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually;
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC);
 - iii. Each Party shall report each obligating action described in Paragraph a.1. of Appendix A to Part 170 – Award Term to <http://www.fsrs.gov>; and
 - iv. For subaward information, each Party shall report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made November 7, 2010, the obligation must be reported by no later than December 31, 2010).

Section 26. Single Audit Report.

- a) All Parties shall assist the CUMTD and the Lead Agency to comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- b) If threshold expenditures of \$500,000 or more are exceeded during the Lead Agency's fiscal year, the Lead Agency must submit a Single Audit Report and Management Letter (if applicable) to the Agency and address provided by the U.S. Department of Transportation, Federal Highway Administration, Illinois Division.
- c) If expenditures are less than \$500,000 during the Lead Agency's fiscal year, the Lead Agency must submit a statement to the Agency at address provided by the U.S. Department of Transportation, Federal Highway Administration, Illinois Division, which shall state as follows:

"We did not meet the \$500,000 expenditure threshold and therefore are not required to have a single audit performed for FY_____".
- d) For each year the project remains open for federal funding expenditures, the Lead Agency will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

Section 27. Grant Agreement.

Due to timing constraints, the Parties recognize that a draft TIGER Grant Agreement is attached to this Agreement as **Exhibit C**. The Parties agree that upon execution of the TIGER Grant Agreement between USDOT and the Lead Agency, this executed Agreement shall be substituted as **Exhibit C**. The Parties agree to take such actions as are necessary to comply with the terms of this executed Grant Agreement.

Section 28. Termination.

This Agreement may be terminated for any of the following conditions:

- a) By mutual agreement and consent of all of the chief administrative officers of the Parties, but only before execution of any construction contract by IDOT.
- b) By final acceptance of all of the Projects, by the Lead Agency, receipt of the final TIGER reimbursement from the Federal Government and IDOT, and by the payment of the final reimbursement required as between the Parties .

Section 29. Signatory Warranty.


The signatories to this Agreement warrant and represent that each has the authority to enter into this Agreement on behalf of the Party represented.

IN TESTIMONY WHEREOF, the University, CUMTD, Urbana and Champaign have executed duplicate counterparts to effectuate this Agreement.


**CHAMPAIGN-URBANA MASS
TRANSIT DISTRICT**

By: 
Managing Director

APPROVED AS TO FORM:

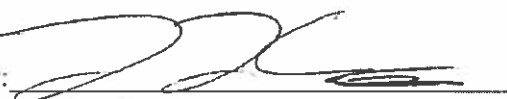

Corporate Counsel

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: 
Comptroller

By: 
Facilities & Services Executive Director

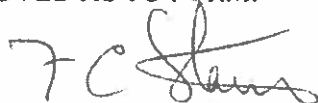
APPROVED AS TO FORM:

By: 
University Counsel

CITY OF CHAMPAIGN

By: 
City Attorney

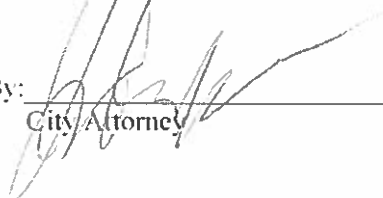
APPROVED AS TO FORM:


City Attorney

CITY OF URBANA

By: 
City Attorney

APPROVED AS TO FORM:

By: 
City Attorney

Multimodal Corridor Enhancement

Champaign-Urbana, Illinois

Project Partners



Champaign-Urbana Mass Transit District



City of Champaign



City of Urbana



University of Illinois

Department of Transportation
National Infrastructure Investments Further
Continuing Appropriations Act, 2014

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Executive Summary

On behalf of the University of Illinois at Urbana-Champaign and the Cities of Champaign and Urbana, the Champaign-Urbana Mass Transit District (CUMTD) seeks support from the TIGER Program to rehabilitate streets on core transit corridors to bring them into a state of good repair while redesigning them to safely accommodate all users—bicyclists, pedestrians, vehicles, and transit riders.

The overarching goal of this project is to improve mobility choices and provide increased access to jobs, healthcare, and services in the corridors that connect the downtown centers of Champaign and Urbana with the University of Illinois campus. The streets that will receive improvements over a period of five years serve as critical linkages between the two cities and their downtowns. Over 80 percent of the jobs in the Champaign-Urbana area are located within an approximate one mile buffer of the project corridors. Increasing efficiency and options for mobility will increase all road users' access to major employers, education, healthcare, and necessary services.

Specifically, this project improves the condition of the existing transportation network by addressing the poor condition of the existing pavement and bringing it to a state of good repair. The current pavement condition threatens the efficiency of the network for pedestrians, bicyclists, transit riders, and vehicles. The complete street design components will further increase the efficiency of the network.

Along with the pavement repairs, the improvements proposed in each corridor also include complete street design components such as:

- *Reduced width vehicle lanes*
- *Shared lane markings*
- *Bicycle/bus lanes*
- *ADA accessible curb ramps*
- *Enhanced bus stops*
- *Bus prioritization of traffic signals*
- *On-street bicycle lanes*
- *Bus only lanes*
- *Curb bump-outs*
- *Vehicle and pedestrian level street lighting*
- *Streetscape elements*

The estimated total project cost is \$34,883,465. Of this total, the Partners will contribute approximately 55 percent of the total project cost.

The **Champaign-Urbana Multimodal Corridor Enhancement (MCOE)** project is a keystone element in a unified effort by all of the grant partners to create the infrastructure that allows for more urban growth without degradation to the quality of life enjoyed by smaller communities and at the same time preserve agricultural land. In doing so, this land use strategy will save the communities significant resources over the life cycle of this project.

Consistent with the goals of the TIGER program, this transformative project will support the creation of jobs in the urban core, enhance access to jobs and healthcare, and promote a quality of life that invites a diversity of population in terms of interests and income with commensurate housing opportunities.

Karl Gnadt
Managing Director Designate
Champaign-Urbana Mass Transit District
1101 East University Avenue
Urbana, Illinois 61802

Phone: 217.384.8188
Email: kgnadt@cumtd.com

I. Project Description

The Champaign-Urbana Multimodal Corridor Enhancement (MCORE) project is a multimodal network of roads, on-street bike lanes, shared lane markings, bus-only lanes, and other transit services that will further enhance mobility for residents and visitors, particularly non-drivers, persons with disabilities, senior citizens and economically disadvantaged populations. Implementing the MCORE pattern will develop the urban core and offer safe and economical transportation choices, decreasing household transportation costs, reducing our dependence on foreign oil, improving air quality, improving quality of life, reducing greenhouse gas emissions, and promoting public health, consistent with the Champaign-Urbana urbanized area's Long Range Transportation Plan (LRTP).

LRTP Mission

To provide a safe, efficient, and economical transportation system that makes the best use of existing infrastructure, optimizes mobility, promotes environmental sensitivity, sustainability, accessibility, economic development, and enhances quality of life for all users.

a. Location



The MCORE project is located in both the cities of Champaign and Urbana, and on the campus of the University of Illinois, in Champaign County, Illinois.

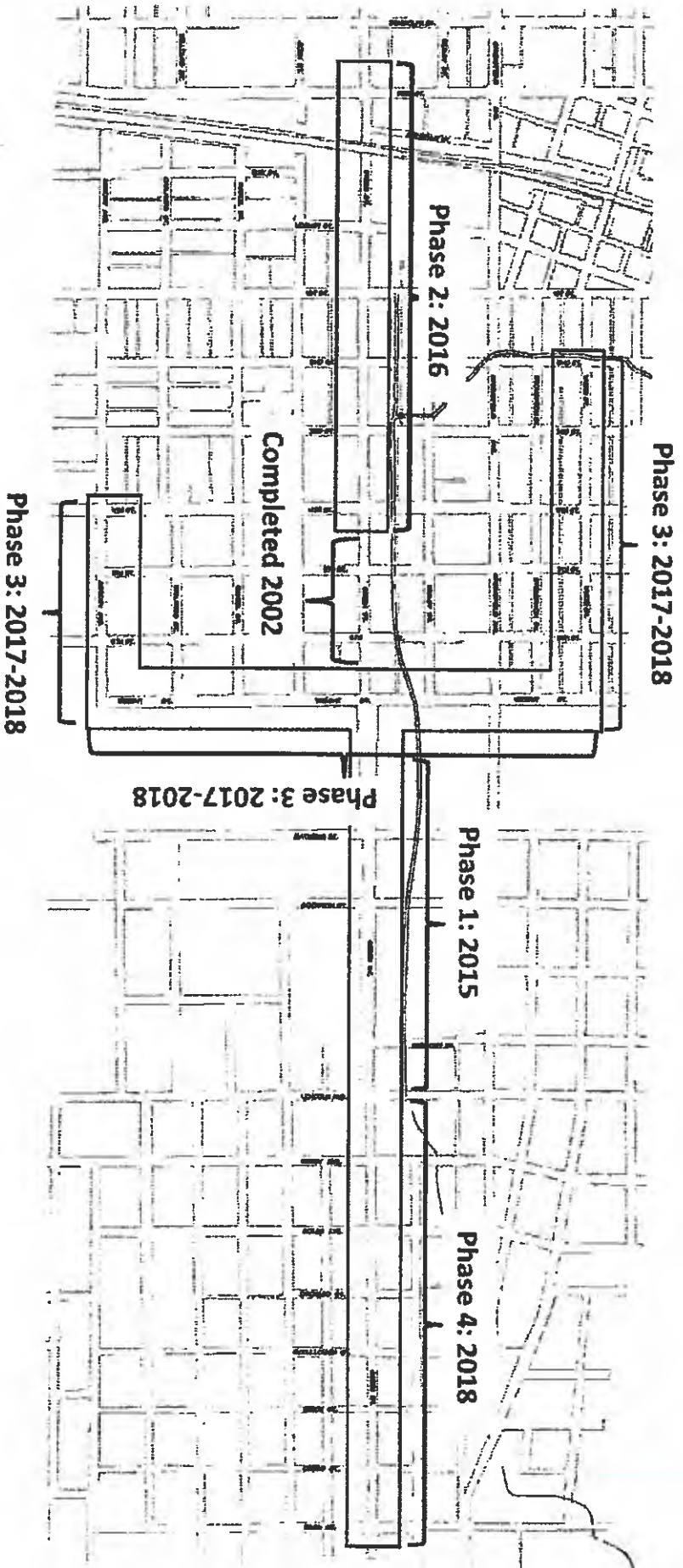
The project constructs pedestrian/bicycle/bus corridors that connect Downtown Champaign and Downtown Urbana with the campus of the University of Illinois via five (5) corridors.

- Armory Avenue – 4th Street to Wright Street
- Wright Street – Armory Avenue to White Street
- White Street – 2nd Street to Wright Street
- Green Street – Wright Street to Race Street
- Green Street – Neil Street to 4th Street

These five corridors are centrally located within the community. Armory Avenue is an east-west local street located in the heart of campus. Wright Street is a north-south collector street that is the dividing line between the cities of Champaign and Urbana. White Street is an east-west collector street that runs between downtown Champaign and the north campus of the University. Green Street is an east-west arterial that runs through both Champaign and Urbana and splits the University in two. Green Street also connects to downtown Urbana.

These five corridors are at the "urban core" of the community and currently have, or are connected to, pedestrian facilities, bicycle facilities, and transit routes.

MCORE Project Corridors and Phasing

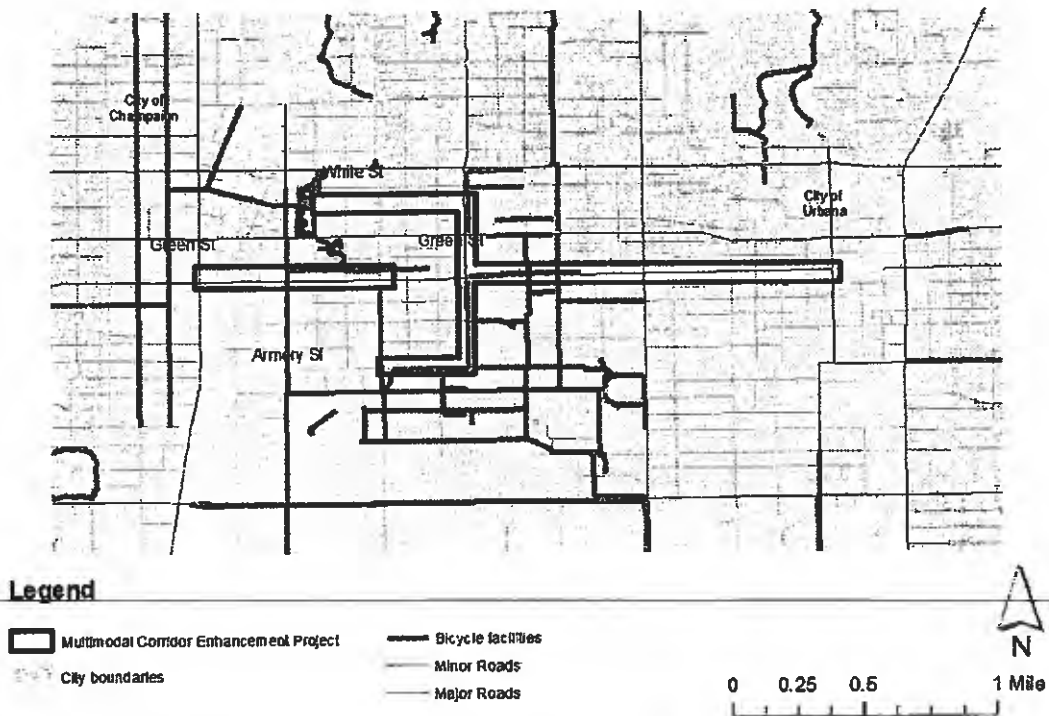


b. Bicycle Facility Connections

As can be seen in the figure below, the proposed bike lanes on Armory Avenue, Wright Street, White Street, and Green Street will directly connect to multiple existing bicycle facilities including bike lanes, bike routes, off-road multi-use trails, bike lockers, bike racks, and bike repair stations. The MCORE project provides road access to campus and community cyclists, increasing connectivity for individuals who depend on multimodal transportation.

Multimodal Corridor Enhancement Project
Connectivity to bicycle facilities

Champaign-Urbana Mass Transit District
1101 E. University Ave., Urbana, IL
Source: CCGIS Consortium



CUMTD operates 19 weekday daytime campus routes to which University of Illinois students, faculty, and staff have unlimited access. CUMTD service operates nearly 24/7 during the University of Illinois fall and spring semesters. Service is reduced during breaks and summer.

CUMTD High Frequency Routes



d. Micro-Urban Design

Champaign-Urbana is a diverse and culturally rich community. Considered to be a "micro-urban" community, Champaign-Urbana offers an atmosphere not typically found in communities its size. The influences of the University of Illinois and Parkland College permeate the community. These institutions are not only places of higher learning; they are also economic engines, major employers, cultural centers, and entertainment destinations. In the heartland of some of the most fertile farmland in America, the Champaign-Urbana community faces difficult questions and challenges regarding its future growth.

View the [Micro-Urban Video](#) to learn more about Champaign-Urbana.

The project partners are committed to evolving the micro-urban environment in the urban core to encourage a diversity of population in terms of income, age, and ethnicity that also stimulates a strong, varied job base. The vision includes:

- Focusing more mixed residential and business development and redevelopment along the existing transportation network.
- Utilizing complete streets design for new construction and reconstruction of roadways.
- Expanding multimodal transportation facilities for all transportation system users.
- Increasing connectivity between the University District and the two downtowns.
- Increasing mode share with bicyclists, pedestrians, and transit riders.
- Reducing single-occupancy vehicle trips.
- Improving the overall efficiency of the transportation network.
- Facilitating "place making."
- Creating a high quality urban environment that is a desirable place to live.

While each corridor varies slightly in design, they all include design features to help achieve the micro-urban vision.

A complete set of schematic design plans as well as detailed descriptions of the improvements for the corridors can be found in the [Schematic Plans](#).



**Goodwin Avenue & Nevada Avenue
Complete Street on University of Illinois Campus**



**Green Street
Mixed-Use Development**

Although the term "micro-urban" does not yet appear in the formal lexicon of urban planning or economic development in the following manner of speaking, it applies to population centers of 250,000 or less that possess a highly uncommon set of desirable attributes normally exclusively associated with much larger metropolitan centers. Among these are a vibrant arts/culture/nightlife scene, an internationally diverse population, a strong technology base, and a palpably animated public discourse on major societal and global concerns, such as sustainability and the environment.
micro-urbanist.com

II. Project Parties

The streets within the proposed corridor are subject to three different jurisdictional agencies. Four entities are directly involved in this project and are contributing financially to this endeavor.

- ***Champaign-Urbana Mass Transit District (CUMTD)***
CUMTD is the lead agency applying for the TIGER Grant and will serve as the grantee responsible for project oversight. The agency has an outstanding record of grants management.
- ***The University of Illinois at Urbana-Champaign (University)***
The University has contracted with CUMTD to provide transit service for the campus for over 25 years. Armory Avenue from 4th Street to Wright Street is their jurisdiction.
- ***The City of Champaign***
The City of Champaign will be responsible for overseeing the project work within its jurisdiction, including Wright Street from Armory Avenue to White Street, White Street from Wright Street to 2nd Street, and Green Street from 4th Street to Neil Street.
- ***The City of Urbana***
The City of Urbana will be responsible for overseeing the project work within its jurisdiction, including Green Street from Wright Street to Race Street.

The Champaign-Urbana partners are committed to expanding mobility options that provide residents and visitors with more choices while enhancing the livability, health, and economic viability of the region and the urban core.

These partners have worked closely and cooperatively together through both the MPO framework and a unique collaboration, the Campus Area Transportation Study (CATS) since 1999.

The proposed design can be constructed within the existing roadway right-of-way and has received endorsement from all involved agencies.

Champaign-Urbana Mass
Transit District



City of Champaign



City of Urbana



University of Illinois



In addition to the multi-modal missions of the LRTP, the proposed design took into account the various agency plans and policies already in place, such as:

- City of Champaign Comprehensive Plan, *Champaign Tomorrow*
- City of Champaign Transportation Master Plan, *Champaign Moving Forward*, including the Bicycle Vision
- City of Urbana 2005 Comprehensive Plan
- City of Urbana Bicycle Master Plan
- University of Illinois Campus Bike Plan
- University of Illinois Wright Street Bike Path Feasibility Study (Crawford, Murphy & Tilly, Inc.)
- University District Bike/Transit Safety Study (T.Y. Lin International)
- Champaign-Urbana Mass Transit District Mobility Enhanced Development Studies
- University District Traffic Circulation Study

III. Grant Funds and Sources/Uses of Project Funds

The total estimated cost for this project is \$34,883,465.

Table: Cost Estimate

PROGRAM DEVELOPMENT QUANTITIES			04.22.2014 Feb No. 12C007.00
CHAMPAIGN-URBANA MASS TRANSIT DISTRICT			
CHAMPAIGN-URBANA MULTIMODAL CORRIDOR ENHANCEMENT PROJECT ARMORY AVENUE, WRIGHT STREET, WHITE STREET & GREEN STREET			
LOCATION	PAY ITEM	TOTAL	
ARMORY AVENUE - 4TH TO WRIGHT			
	ROADWAY	\$1,058,870	
	BUS ENHANCEMENTS	\$214,000	
	CONTINGENCY ITEMS	\$686,456	
	PROFESSIONAL FEES	\$391,000	
	SUBTOTAL ARMORY AVENUE	\$2,349,126	
WRIGHT STREET - ARMORY TO WHITE			
	ROADWAY	\$5,551,275	
	BUS ENHANCEMENTS	\$920,000	
	CONTINGENCY ITEMS	\$1,414,810	
	PROFESSIONAL FEES	\$1,560,000	
	SUBTOTAL WRIGHT STREET	\$8,436,085	
WHITE STREET - WRIGHT TO 2ND			
	ROADWAY	\$2,224,560	
	BUS ENHANCEMENTS	\$810,200	
	CONTINGENCY ITEMS	\$880,000	
	PROFESSIONAL FEES	\$880,000	
	SUBTOTAL WHITE STREET	\$4,594,760	
GREEN STREET - WRIGHT TO LINCOLN			
	ROADWAY	\$1,858,230	
	BUS ENHANCEMENTS	\$640,000	
	CONTINGENCY ITEMS	\$900,000	
	PROFESSIONAL FEES	\$700,000	
	SUBTOTAL GREEN STREET	\$4,098,230	
GREEN STREET - LINCOLN TO RACE			
	ROADWAY	\$2,488,565	
	BUS ENHANCEMENTS	\$800,000	
	CONTINGENCY ITEMS	\$1,013,700	
	PROFESSIONAL FEES	\$850,000	
	SUBTOTAL GREEN STREET	\$5,132,265	
GREEN STREET - 4TH TO NEIL			
	ROADWAY	\$6,125,000	
	BUS ENHANCEMENTS	\$700,000	
	CONTINGENCY ITEMS	\$1,225,000	
	PROFESSIONAL FEES	\$1,225,000	
	SUBTOTAL GREEN STREET	\$9,275,000	
TOTAL PROJECT COST		\$34,883,465	
UIUC FUNDING REQUESTED - ARMORY AVENUE & WRIGHT STREET		\$3,800,000	B
CITY OF CHAMPAIGN FUNDING REQUESTED - WHITE STREET		\$3,185,000	
CITY OF URBANA FUNDING REQUESTED - GREEN STREET - WRIGHT STREET TO LINCOLN AVENUE		\$1,000,000	
CITY OF URBANA FUNDING REQUESTED - GREEN STREET - LINCOLN AVENUE TO RACE STREET		\$1,100,000	
CITY OF CHAMPAIGN FUNDING REQUESTED - GREEN STREET - 4TH STREET TO NEIL STREET		\$6,408,938	
MTD BUS STOPS		\$3,884,200	
TOTAL LOCAL MATCH		\$19,178,138	
TOTAL GRANT REQUEST		\$15,705,327	

The Partners have committed to contribute \$19,178,138 to the project. This commitment to the project represents 55 percent of the total costs. This grant application requests TIGER funding of \$15,705,327, representing 45 percent of total project costs.

Table: Funding Sources for the Local Match by Agency

Funding Agency	Funding Year	Programmed Funds	Project Item
City of Champaign	FY 15	\$406,091	Green Street – 4 th to Neil
	FY 16	\$6,002,847	Green Street – 4 th to Neil
	FY 16	\$185,000	White Street – Wright to 2 nd
	FY 17	\$1,225,000	White Street – Wright to 2 nd
	FY 18	\$1,075,000	White Street – Wright to 2 nd
	TIF	\$700,000	White Street – Wright to 2 nd
City of Urbana	FY 15	\$1,000,000	Green Street – Wright to Lincoln
	FY 18	\$1,100,000	Green Street – Lincoln to Race
CUMTD	FY 15	\$640,000	Bus Enhancements: Green Street – Wright to Lincoln
	FY 16	\$700,000	Bus Enhancements: Green Street – 4 th to Neil
	FY 17	\$214,000	Bus Enhancements: Armory Avenue – 4 th to Wright
	FY 17	\$920,000	Bus Enhancements: Wright Street – Armory to White
	FY 18	\$610,200	Bus Enhancements: White Street – Wright to 2 nd
	FY 18	\$800,000	Bus Enhancements: Green Street – Lincoln to Race
University of Illinois	FY 16	\$900,000	Armory Avenue – 4 th Street to Wright
	FY 17	\$900,000	Armory Avenue – 4 th Street to Wright
	FY 18	\$900,000	Wright Street – Armory to White
	FY 19	\$900,000	Wright Street – Armory to White
TOTAL		\$19,178,138	

IV. Selection Criteria

a. Primary Selection Criteria

Category	Investment Changes – Their Impacts and Benefits	Reference
State of Good Repair	Streets in all key corridors brought to acceptable complete street standards requiring less maintenance while expanding mobility options, reducing transit travel time, and improving safety.	Page 9
Economic Competitiveness	Along with complete streets come placemaking amenities, helping mobility serve as a development asset. This has already proven to increase investment in the urban core.	Page 10
Quality of Life	The complete streets and associated amenities add to the feel of the built environment to create live, work, and play spaces while providing more mobility choices, decreasing the need for SOV travel.	Page 13
Environmental Sustainability	Reduced emissions, more open space, less reliance on the auto, lower infrastructure carrying costs, and less energy consumption lead to greater sustainability.	Page 15
Safety	Redesign of the streets translates into fewer accidents. Increased street lighting means enhanced community safety.	Page 16

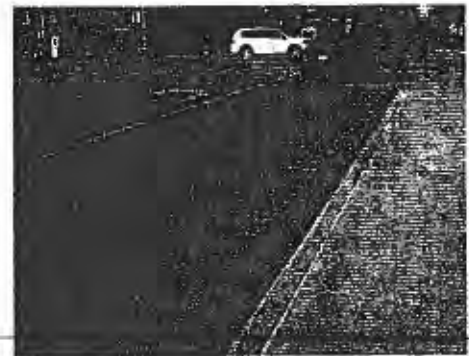
i. State of Good Repair

Keeping public transportation infrastructure in a state of good repair is essential to sustaining existing transportation services, providing mobility, and supporting livable communities. Pavement condition has been shown to have a direct impact on vehicle operating costs in the form of increased wear and tear on vehicles and repair costs. Poor pavement can also impact travel time costs to the extent that road conditions force drivers to reduce speed, increasing fuel consumption. The ride quality of pavement also affects the comfort of travelers and traffic congestion. In addition, poor pavement conditions create hazards for bicyclists and pedestrians and discourage the use of these modes of transportation.

In response to increasing demand for public transit service, CUMTD has increased frequency along these corridors. However, this has caused accelerated deterioration of the streets.

Recent examination of the corridors proposed for improvement in this project reveal that these streets fall short of a state of good repair and thus compromise the safety, capacity, and efficiency of the City of Champaign, City of Urbana, and University of Illinois street networks.

The Cities and University have rated the pavement conditions of the streets involved with this project as follows:



**Wright Street
Existing Pavement Condition**



**White Street
Existing Pavement Condition**

- Armory Avenue (4th Street to Wright Street) – good
- Wright Street (Armory Avenue to Springfield Avenue) – fair to poor
- White Street (2nd Street to Wright Street) – fair to poor
- Green Street (Wright Street to Goodwin Avenue) – poor
- Green Street (Goodwin Avenue to Gregory Street) – fair
- Green Street (Lincoln Avenue to Race Street) – poor
- Green Street (4th Street to Neil Street) - fair to poor

This project will not only bring the pavement for these streets to a “very good” rating, it will upgrade them to meet the adopted complete streets standards, thus expanding the mobility capacity of the urban core, making for a more accessible, safer, and inviting trip for all modes of transportation.

This investment will also eliminate a present cost to transit riders that cumulatively exceeds \$2 million annually and has additional maintenance and fuel costs of nearly \$150,000, as shown in the Benefit-Cost Analysis.

ii. Economic Competitiveness

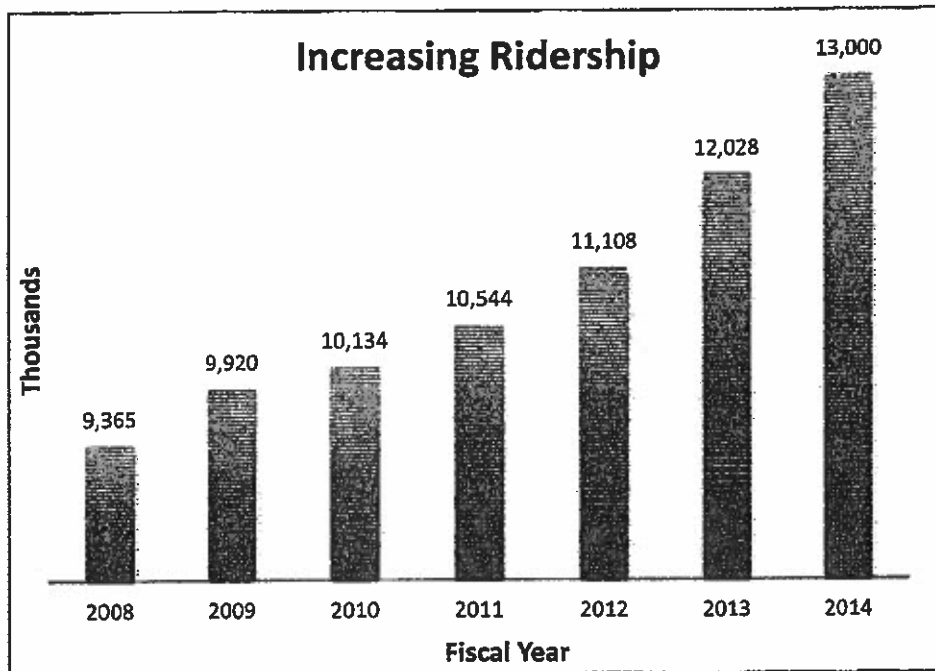
Providing transportation choices go hand-in-hand with improving economic competitiveness. Transit, walking, and bicycling provide communities with affordable means of mobility, offering individuals greater opportunity to better themselves and provide for their families. Spending less money on transportation allows residents to purchase more goods and services within the community, stimulating the local economy.

In the Champaign-Urbana area, CUMTD transit services provide reliable and timely access to employment centers, educational opportunities, services, and other basic needs, as well as expanded business access to customer markets. The TIGER grant funds are key to not only maintaining the quality and level of this service, the funds expand mobility opportunities by building complete streets that better connect the two existing downtowns with the University and expanding the palette for business development and redevelopment.

CUMTD maintains 49 bus routes. In 2012, approximately 91 percent of all residential land uses were within a quarter of a mile of CUMTD bus routes, an increase of 2 percentage points since 2009. The urbanized area achieved its target of 90% transit service coverage of all residential land uses in 2012—two years before the 2014 target year.

CUMTD ridership has increased steadily from 9.4 million rides in 2008 to an estimated 13 million plus rides in 2014, a 39 percent increase. This increase was well above the target of a 5 percent increase to be achieved by 2014 set by the Champaign-Urbana Urbanized Area Transportation Study Long Range Transportation Plan (LRTP) 2035. Ridership records have been recorded for 26 of the last 28 months with the highest month total ever in CUMTD’s history in February 2014 (1,580,287).

Table: CU-MTD Annual Ridership (2008-2014)



Per APTA, investment in public transit generates business expansion and economic growth worth more than the monetary value of the initial investment. APTA estimates that every \$1 billion invested in public transportation produces \$3.6 billion in added business sales volume, which in turn generates nearly \$500 million in federal, state, and local tax revenues. For every \$1 invested in public transportation, \$4 in economic returns is generated.

In 2002, the City of Champaign invested in a complete street reconstruction of Green Street from 4th Street to Wright Street. That project has resulted in significant re-investment in commercial/residential buildings along the segment of the corridor. To date, 14 major projects have been completed, six projects are currently under construction, and one has been proposed to be completed in 2015. Four major developments are located on the Green Street corridor and have a construction value in excess of \$100 million. A summary of the completed, in-progress, and proposed projects can be found in the Core Development.

With this development success, the City of Champaign instituted a Campus Commercial Overlay District along the Green Street corridor from Neil Street to Wright Street with development incentives to increase commercial space and residential density credits. The major points are:

- Increase in floor area allowances
- Floor Area Ratios that encourage an increase in number of building stories
- Setback and building façade directives to complement streetscape
- Reduction in vehicular parking requirements (results in increased use of mass transit, and pedestrian and bicycle traffic)
- Density bonuses for Green Buildings with LEED certification ties to Floor Area Ratio bonuses

Based on the current development success, the partners agree the proposed **MCORE** project will generate even more development/re-development in the urban core. As evidence, the City of Champaign is planning for significant redevelopment along the White Street Corridor.

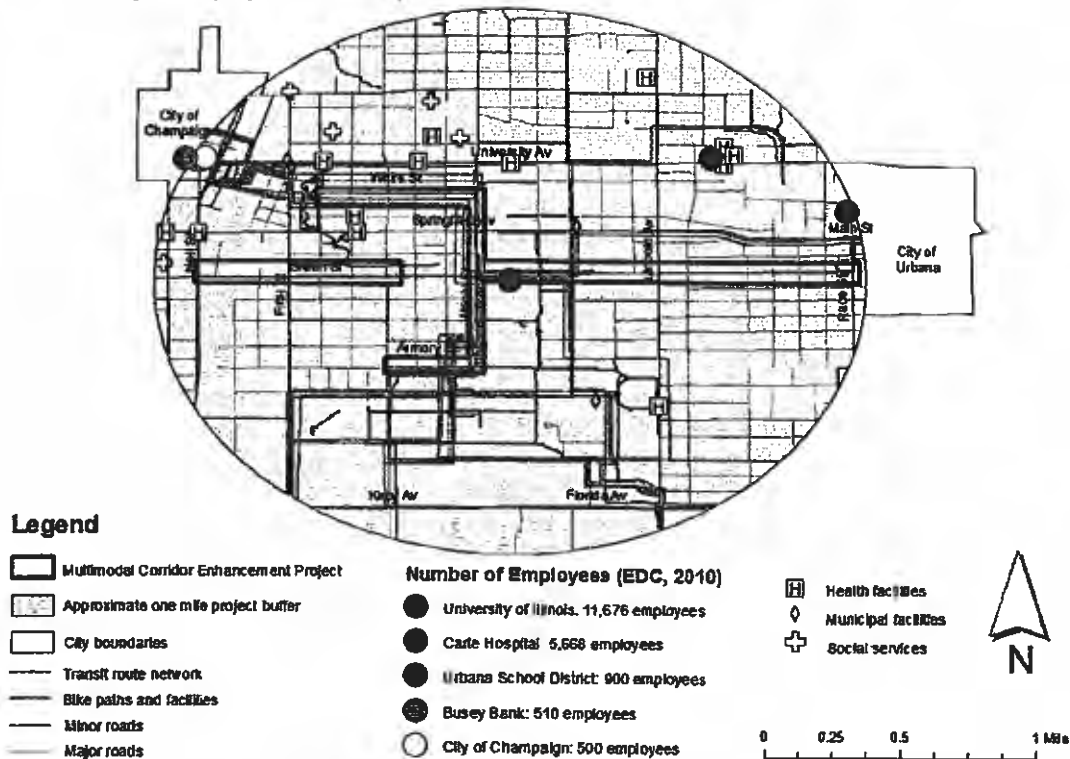
Key to creating a more level playing field for development in the urban core than on the fringes is shifting the impetus for developers to invest in the urban setting. A key to that are placemaking that becomes attractive to broader and more diverse segments of the population. The complete streets treatment along with additional design and safety measures is critical to that placemaking.

The proposed project will also enhance connectivity in the core to the area's major employers, health, and social service organizations. Major employers within a one mile buffer of the project area include the University, Carle Hospital, Urbana School District, City of Champaign, and Busey Bank. These employers account for over 80 percent of the jobs in the area. The project corridors also increase access to the cluster of health and social services located on University Avenue and Springfield Avenue.

Multimodal Corridor Enhancement Project

Connectivity to employment, health, and social services

Champaign Urbana Mass Transit District
1101 E. University Ave., Urbana, IL
Source: CCGIS Consortium, Champaign EDC (2010)



The reward for changing the development dynamic is a very significant savings in public infrastructure capital and operating costs in excess of \$250 million over 20 years, as shown in the Benefit Cost Analysis.

iii. Quality of Life

In 2009, the Environmental Protection Agency (EPA), U.S. Department of Housing and Urban Development, and U.S. Department of Transportation joined together to help communities gain better access to affordable housing, more transportation options, and lower transportation costs. This **MCORE** initiative furthers several of the livability principles developed as part of the Partnership for Sustainable Communities.

1. Provide more transportation choices.

To many, the transportation system is often viewed as a network of streets and highways that allow for automobile and truck traffic within, to, and through Champaign-Urbana. In reality, automobiles make up only one component of the transportation system. Transit service, bicycle facilities, and pedestrian infrastructure are essential to a well-balanced multimodal transportation system.

There are already a number of alternative transportation modes available in the Champaign-Urbana community. All University of Illinois students and permanent employees have fare-free access to CUMTD buses. Access to service for all residents was made more affordable in 2009 by reducing the annual ridership pass cost from \$235 to \$60. At that same time, CUMTD did an "Extreme Makeover" of their service to expand services between the two downtowns and the University.

In 2009, the cities of Champaign and Urbana, the University of Illinois, and CUMTD contracted with Zipcar to provide fuel-efficient vehicles for short trips in and around the community. To date, there are more than 1,000 members signed up and currently using the Zipcar program.

The effect of changes implemented by CUMTD, the cities, and University to provide more transportation choices and meet the Long Range Transportation Plans for the region are already being seen in significant decreases of vehicle miles traveled (VMT) in and around the project area, as shown in the chart below.

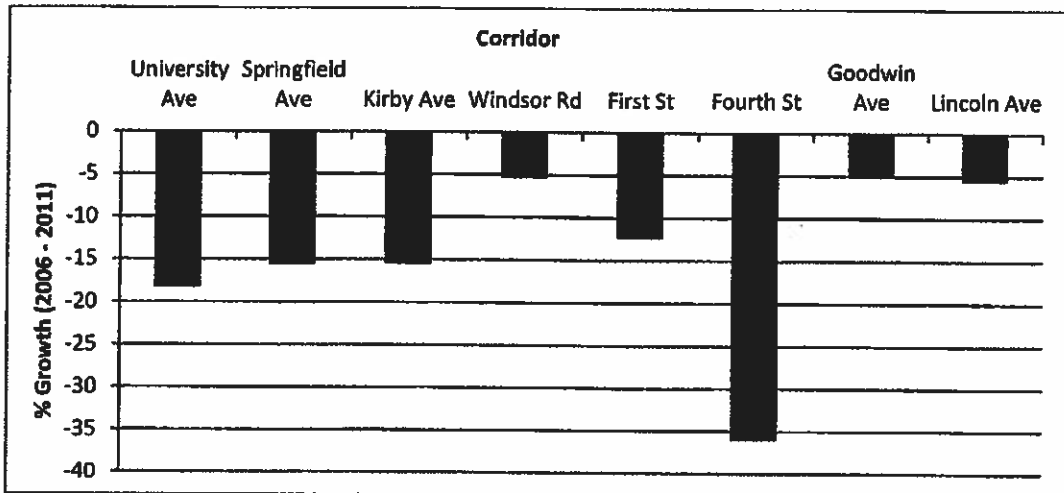


**Logan Street
Complete Street
City of Champaign**



**Goodwin Avenue
Complete Street
University of Illinois Campus**

Decrease in Vehicle Miles Travelled



This decrease has occurred as the population in the area has grown by 11.9 percent between 2000 and 2010 (2012 Champaign County Statistical Abstract). While the Benefit-Cost Analysis justification for assessing vehicle miles travelled for this project is based on Department of Transportation modeling assumptions, the results from the existing efforts strongly suggest the vehicle miles travelled reduction benefits may be underestimated. This clearly demonstrates the critical importance of making the multimodal investment in the streets to continue this trend.

2. Support existing communities.

Implementing a successful **MCORE** project will provide many benefits to our community and its residents. The multimodal transportation system provides an alternative to the typical, disconnected, auto-dependent developments that are often seen throughout the country. Focusing on more mixed-use residential and business development and redevelopment in the urban core locates housing close to shopping and jobs.

Shortened distances between work, home, and shopping areas shift people away from cars and promote walking, bicycling, and transit use. These alternative modes of transportation can move more people in a smaller space on the street or along a corridor. For example, a single bus can carry 60 people and a high-capacity, high-frequency bus line can carry as many people as seven lanes of highway or 17 lanes of urban street. By moving more people into a smaller space, expenditures that would otherwise be dedicated to building, widening, and maintaining major roads can be used for sidewalks, bicycle facilities, transit facilities, and other improvements aimed at supporting alternative modes of transportation.

Redevelopment of the urban core requires less paving, fewer roads, and smaller extensions of utilities such as water, sewer, and electrical lines than greenfield development. The cities can provide the same amount of service to residents and businesses with less infrastructure because distances between points of interest are smaller with dense development and infrastructure already exists. Cities can, therefore, achieve more growth for less money.

Implementing the **MCORE** project will help generate benefits in excess of \$900 million in constant dollars over the life of this project, including operating and capital infrastructure costs, reducing energy costs, improving mobility, and saving productive farm land as shown in the Benefit-Cost Analysis.

3. Value communities and neighborhoods.



Champaign-Urbana sees bicycling as an integral component of building an attractive, healthy, and livable community. The Bicycle Friendly America program by the League of American Bicyclists (LAB) recognizes those leading the way in this effort. Both Champaign and Urbana are very proud of the fact that they have been named Bicycle Friendly Communities for actively supporting bicycling and welcoming cyclists by providing safe accommodation for cycling and encouraging people to bike for transportation and recreation. The University of Illinois has been recognized as a Bicycle Friendly University for promoting and providing a more bicycle-friendly campus for students, staff, and visitors. CUMTD (along with the City of Champaign and three other local businesses) has been named a Bicycle Friendly Business for their efforts in promoting bicycling for transportation, recreation, exercise, and sport as well as for weaving bicycling into the business culture and giving employees the opportunity to be active stewards of their personal and environmental health through bicycling.



The community consists of a variety of neighborhood types to suit all interests. The goal of the **MCORE** pattern is to focus on the urban core and provide a variety of housing types and densities, a mixture of different land uses, the essential civic elements, proximity to schools, parks, libraries, transit, and shopping, and an urban design that ensures long term viability.



Implementation of the **MCORE** project will further enhance the overall quality of life of the community by enhancing transportation choices and mobility to all residents of the community. Multimodal transportation options provide an alternative to automobile travel, resulting in reduced roadway congestion, better air quality, and improved quality of life through mobility choices.

iv. Environmental Sustainability

The cities of Champaign and Urbana, the University of Illinois, and CUMTD have embraced the President's challenge to transform the way transportation serves the American people by encouraging transportation that is less carbon-intensive, such as transit, as well as active transportation that produces zero emissions, such as biking and walking. The project partners are committed to improving energy efficiency, reducing dependence on oil, reducing greenhouse gas emissions and benefitting the environment, as is evidenced with their existing plans and policies such as: Champaign-Urbana Urbanized Area Transportation Study Long Range Transportation Plan (LRTP) 2035; City of Champaign Comprehensive Plan; City of Champaign Sustainability Plan (Champaign Growing Greener); City of Urbana Comprehensive Plan; City of Urbana Climate Action Plan; and the University of Illinois Climate Action Plan (ICAP). Read more about each of those plans/policies and how they apply to the proposed improvements in this project.

The Champaign-Urbana Urbanized Area Transportation Study Long Range Transportation Plan (LRTP) 2040 is currently being updated.

The **MCORE** project promotes development that is located and designed to be compact and contiguous to existing development and have a limited impact on the natural environment. Developing the community in a compact way using low-impact development techniques minimizes impact on the environment by protecting farmland and water quality.

Promoting development patterns that encourage walking, cycling, and transit use will reduce auto dependency which will in turn ease fuel consumption and the reliance on fossil fuels. Reducing auto dependency will reduce the vehicle miles traveled, reducing local greenhouse gas emissions.

The cities of Champaign and Urbana and the University of Illinois have also embraced sustainable stormwater management. All three entities have implemented sustainable stormwater management features on recent projects including: permeable pavements, bioswales, and infiltration basins. These practices can reduce the rate and volume of runoff, and remove pollutants that would otherwise be carried to streams and lakes.

Bioswales are a potential consideration for stormwater management with the MCORE project. The City of Champaign has identified stormwater bioswale treatments for Green Street from 4th Street to Neil Street. This treatment can also be considered for the other four corridors.

v. Safety

Roadway safety has been a primary focus of efforts in the Champaign-Urbana community for many years. Several safety benefits are expected with the implementation of the MCORE initiative:

Safety benefits of reduced number and width of vehicle lanes:

- Decreased number of vehicle travel lanes for pedestrians to cross, therefore reducing the multiple-threat crash (when one vehicle stops for a pedestrian in a travel lane on a multi-lane road, but the motorist in the next lane does not, resulting in a crash) for pedestrians.
- Improved speed limit compliance (first car sets the speed).
- Decreased crash severity when crashes do occur (due to lower speeds).

Safety benefits of on-street bicycle lanes:

- Studies have shown that a simple white line is effective in channelizing both motorists and bicyclists and that both feel more comfortable with the line in place.
- In Chicago, where travel lanes are commonly narrowed to 10 feet to install 5 foot bike lanes, studies have revealed that average crash rates decreased at intersections by 9.9 percent and at mid-block by 15.4 percent.
- Adding bike lanes to narrow travel lanes reduces traffic speeds.
- Bike lanes create a buffer space between pedestrians and vehicles.
- Increased travel area is provided for bicyclists, pedestrians, and motorists. Safety is improved for bicyclists being passed by overtaking motorists and for motorists who will not have to travel out of the travel lane in order to pass bicyclists.
- Safety is improved for pedestrians due to the buffer space provided by bike lanes between sidewalks and traffic.
- Pedestrian safety is also improved because bicyclists are more likely to ride in bike lanes than on sidewalks.

Safety benefits of curb extensions:

- Encourages pedestrians to cross at designated locations.
- Increased pedestrian visibility at intersections through improved sight lines.
- Decreased pedestrian exposure to vehicles by shortening the crossing distance.
- Reduced vehicle turn speeds by physically and visually narrowing the roadway.
- Increased pedestrian waiting space.
- Reduced illegal parking at corner crosswalks and bus stops.
- Facilitated ability to provide directional ADA compliant ramps at each corner.

Beginning in 1999, the University of Illinois, CUMTD, the City of Urbana, the City of Champaign, and the Champaign Urbana Urbanized Area Transportation Study (CUUATS) created the Campus Area Transportation Study (CATS) based on recommendations in the Campus Safety Task Force Report and the Campus 2000 Report. CATS was the first transportation study in which all the agencies participated together to address campus area transportation problems. CATS has continued to work to identify a comprehensive approach to address transportation issues within the urban area.

In 2011, the Champaign County Regional Planning Commission (CCRPC) received a grant from the Illinois Department of Transportation (IDOT) to conduct the University District Traffic Circulation Study (UDTCS) for CATS. The study, completed in the fall of 2013, provides for a transportation system that will create a pleasing environment for individuals who attend, work at, and visit the University, as well as those who live in the adjacent neighborhoods. This study will enhance pedestrian and bicyclist safety on and around campus.

Intersection and segment crashes from 2006 to 2010 were analyzed as part of the UDTCS to identify existing safety and operational issues within the study area. The crash analysis also involved an examination of crashes involving pedestrians and bicyclists to determine if there are safety issues that cause higher crash frequencies for these modes of transportation. This crash analysis can be found in Section 2.6 of the University District Traffic Circulation Study.

~~There were four fatalities related to traffic crashes within the University District between 2006 and 2010, but traffic crashes within the University District showed a declining trend since 2007. However, bicycle crashes showed an increasing trend between 2007 and 2009. The Green Street corridor experienced the highest number of transit, pedestrian, and bicycle crashes; however, the number of crashes along the major corridors generally showed declining trends.~~

A number of intersections with the highest crash frequency are in the corridors included in this TIGER grant application and the improvements that would result from implementation of the project would greatly enhance safety for all modes of travel. This project will also reduce turning movement for buses, which increases safety.

Diversion of single occupant vehicle travel to alternative modes of transportation reduces vehicle miles traveled which, in turn, reduces accident rates. As shown in the Benefit-Cost Analysis the accident reduction savings are approximately \$2.2 million.

b. Secondary Selection Criteria

i. Innovation

Project Concept:

As the corridors within the project area are subject to three different jurisdictional agencies, the **MCORE** concept can only be developed as a result of innovative, multi-stakeholder collaboration. The project partners having been working together since 1999 to create a multimodal, sustainable, and efficient development pattern that is safe for all transportation users.

CUMTD STOPwatch Kiosk

Technology:

CUMTD currently utilizes computer-aided dispatch/automatic vehicle locator (CAD/AVL), branded **STOPwatch**, communications technology to improve on-time service and improve real-time information services for its customers. In real time, the **STOPwatch** system tells customers how many minutes it will be before their bus departs. This information is based on the actual location of the vehicle, as tracked by a GPS system, and can be accessed via kiosks at more than a dozen on-street locations, on-line, and via text messaging and smart phone applications.



This grant will greatly expand the availability of real-time information throughout the entire urban core, at the same time creating additional bus kiosks that serve as anchor points along the corridors to enhance placemaking.

Service Design:

To enhance mobility services, CUMTD has created transit routes that interconnect and provide high capacity service to multiple corridors between and within Downtown Champaign, Downtown Urbana, and the University of Illinois. The approach to create a micro-urban area serviced by multiple corridors was chosen by the project partners over investing in a single corridor to be serviced either by rail or Bus Rapid Transit. This innovation is a model that other similar-sized cities could emulate to expand mobility options and decrease single occupancy vehicle use.

Livability:

The approach to create a micro-urban area serviced by multiple corridors was chosen by the project partners over investing in a single corridor to be serviced either by rail or Bus Rapid Transit. This innovation is a model that other similar-sized cities could emulate to expand mobility options and decrease single occupancy vehicle use.

ii. Partnership

As has been demonstrated throughout this document, the **TIGER** application is truly a capstone project resulting from close and ongoing collaboration over almost 15 years between all the partners represented in **CATS**. Along with the MPO, this collaboration has resulted in a major expansion of mobility services that has resulted in the decrease of single occupancy travel and is creating the foundational infrastructure upon which to increase residential and business activity in the greater urban core that represents the University and the two downtowns.

Each partner jurisdiction is pursuing its future with its own unique approach, thus offering vitality to the greater community through diversity. However, there is a mutual underlying commitment to land use strategies that encourages a level playing field for development in the urban core and the expansion of mobility options to support this effort that is reflected in the region's Long Range Transportation Plan and in the various plans of all the partners. This collaboration and commitment are translated into action by the investments all the partners have already made. The partners' commitment is further evidenced by their ongoing collaboration and by providing a 55 percent local share funding for this project.

V. Project Readiness

a. Technical Feasibility

In 2012, CUMTD hired Foth Infrastructure & Environment, LLC to study a pedestrian/bicycle/bus corridor to connect Downtown Champaign and Downtown Urbana with the campus of the University of Illinois. The intent of this study was to propose a design that is consistent with the Campus Area Transportation Study's mission "To better accommodate pedestrian, bicycle, transit, and vehicle movements in a more user-friendly environment" as well as to take into account the various agency plans and policies already in place, such as:

- City of Champaign Comprehensive Plan, *Champaign Tomorrow*
- City of Champaign Transportation Master Plan, *Champaign Moving Forward*, including the Bicycle Vision
- City of Urbana 2005 Comprehensive Plan
- City of Urbana Bicycle Master Plan

The following projects and plans related to campus transportation in the proposed project core were also consulted during schematic design development. For more information on these plans see the University District Traffic Circulation Study.

Project/Plan Title	Sponsoring Agency	Completing Agency	Completion Year
Campustown Action Plan	City of Champaign	City of Champaign Planning Department	April 1999
University of IL Campus Area Traffic Circulation Study	Cities of Champaign and Urbana, IDOT, University of IL, CUMTD	Butcher, Willis & Ratliff Corporation	June 1999
Campus Area Transportation Study Phase II	University of IL, Cities of Champaign and Urbana, CUMTD	Clark-Dietz, Inc.	July 2005
Multimodal Transportation Study	University of IL	Martin Alexiou Bryson	March 2007
University of IL Campus Master Plan Update	University of IL	Sasaki Associates, University Office for Facilities, Planning and Program, University of IL	March 2007
Transit Analysis	University of IL	Martin Alexiou Bryson	May 2008
Wright Street Bike Path Feasibility Study	University of IL	Crawford, Murphy & Tilly, Inc.	June 2009
University District Bike/Transit Safety Study	CUMTD	T.Y. Lin International	August 2011
Campus Bike Plan	University of IL	University of IL	April 2014

Foth Infrastructure & Environment, LLC developed the improvements as proposed in this TIGER grant application for Armory Avenue from 4th Street to Wright Street, Wright Street from Armory Avenue to White Street, White Street from Wright Street to 2nd Street and Green Street from Wright Street to Race Street. Quantities were calculated for major items of work and detailed cost estimates were prepared for the project based on unit prices from currently bid projects. As the design is schematic and campus projects are complex due to unknowns, a 20 percent contingency was added to the costs.

The City of Champaign developed the cost estimate for Green Street from 4th Street to Neil Street. The project is an extension of a 2002 project in the same corridor and therefore costs were calculated based on a lineal foot for the type of project. Again, a 20 percent contingency was added to the cost estimate, based on the level of design being schematic.

Find a complete description of the improvements in each corridor of the project as well as plan sheets and detailed cost estimates [here](#).

b. Financial Feasibility

As noted in Section III. Grant Funds and Sources/Uses of Project Funds, the total estimated cost for this project is \$34,883,465. The partners have committed to contribute \$19,178,138 to the project. A breakdown of the funding commitments by agency is also included in Section III.

CUMTD will be the lead agency for this project. CUMTD operates an annual operating budget in excess of \$34.8 Million and has managed a variety of complex capital projects. The last five audits may be downloaded from the [CUMTD website](#) for additional background to demonstrate corporate financial competencies.

All of the agencies involved in the project have received federally funded grants in the past and have experience managing them successfully.

This project will be constructed in four phases. The following table lists the budget for each individual phase broken down between TIGER and non-federal sources.

Table: Project Budget by Phase

	Location	Jurisdictional Agency	Project Cost	TIGER	Local Match
Phase 1 2015	Green Street – Wright Street to Lincoln Avenue	City of Urbana	\$4,096,230	\$2,456,230	\$1,640,000
Phase 2 2016	Green Street – 4 th Street to Neil Street	City of Champaign	\$9,275,000	\$2,166,062	\$7,108,938
Phase 3 2017-2018	White Street – Wright Street to 2 nd Street	City of Champaign	\$4,594,760	\$799,560	\$3,795,200
	Armory Avenue – 4 th Street to Wright Street	University of Illinois	\$2,349,125	\$335,125	\$2,014,000
	Wright Street – Armory Avenue to White Street	University of Illinois / City of Champaign	\$9,436,085	\$6,716,085	\$2,720,000
Phase 4 2018	Green Street – Lincoln Avenue to Race Street	City of Urbana	\$5,132,265	\$3,232,265	\$1,900,000
TOTAL			\$34,883,465	\$15,705,327	\$19,178,138

c. Project Schedule

This project will be constructed in four phases. All necessary pre-construction activities for Phase 1 will be complete to allow for the grant funding awarded to be obligated no later than September 30, 2015.

Once the TIGER funds are approved, engineering work will commence immediately.

The project partners own the majority of the adjacent property/right-of-way in the project area. It is expected that the project can be constructed within existing right-of-way and no property and/or right-of-way acquisition will be necessary.

Because portions of this project are located on the campus of the University of Illinois, special consideration must be made regarding the schedule. For road construction projects on campus, it is desirable to have construction occur between mid-May and mid-August, when the majority of the student population is gone.

For Phase 1, design would begin immediately upon notice of funding and proceed steadily and expeditiously toward a June 2015 bid letting. Because of this late summer start date, construction is expected to suspend during the winter and resume for completion by the following spring/summer.

The project schedule for Phase 2 assumes a January 2016 bid letting for a May 2016 construction start date.

The project schedule for Phase 3 assumes a January 2017 bid letting for a May 2017 construction start date. This phase of the project is the longest and most complex and therefore is expected to take two construction seasons.

The project schedule for Phase 4 assumes a January 2018 bid letting for a May 2018 construction start date.

These schedules assure that work will be fit into other ongoing construction demands within the two cities and University without disruption or delays.

Table: Phase 1 Schedule
Green Street – Wright Street to Lincoln Avenue

Project Task	Date of Completion
Intersection Design Study	Mid-September 2014
Environmental Survey Request (ESR)	Mid-September 2014
Draft Project Development Report (PDR)	Mid-November 2014
Pavement Design	Late-November 2014
Final Project Development Report (PDR)	Late-December 2014
Preliminary plans/specs/cost estimate	Mid-February 2015
Joint Agreement	Mid-February 2015
PS&E – District Office	Mid-March 2015
PS&E – Central Office	Mid-April 2015
Final Joint Agreement	Late-April 2015
Bid Letting	June 2015
Begin Construction	July 2015
End Construction	July 2016

Table: Phase 2 Schedule
Green Street – 4th Street to Neil Street

Project Task	Date of Completion
Intersection Design Study	Mid-April 2015
Environmental Survey Request (ESR)	Mid-April 2015
Draft Project Development Report (PDR)	Mid-June 2015
Pavement Design	Late-June 2015
Final Project Development Report (PDR)	Early-August 2015
Preliminary plans/specs/cost estimate	Mid-September 2015
Joint Agreement	Mid-September 2015
PS&E – District Office	Mid-October 2015
PS&E – Central Office	Mid-November 2015
Final Joint Agreement	Mid-November 2015
Bid Letting	January 2016
Begin Construction	May 2016
End Construction	August 2016

Table: Phase 3 Schedule**Armory Avenue – 4th Street to Wright Street****Wright Street – Armory Avenue to White Street****White Street – Wright Street to 2nd Street**

Project Task	Date of Completion
Intersection Design Study	Mid-April 2016
Environmental Survey Request (ESR)	Mid-April 2016
Draft Project Development Report (PDR)	Mid-June 2016
Pavement Design	Late-June 2016
Final Project Development Report (PDR)	Early-August 2016
Preliminary plans/specs/cost estimate	Mid-September 2016
Joint Agreement	Mid-September 2016
PS&E – District Office	Mid-October 2016
PS&E – Central Office	Mid-November 2016
Final Joint Agreement	Mid-November 2016
Bid Letting	January 2017
Begin Construction	May 2017
End Construction	August 2018

Table: Phase 4 Schedule**Green Street –Lincoln Avenue to Race Street**

Project Task	Date of Completion
Intersection Design Study	Mid-April 2017
Environmental Survey Request (ESR)	Mid-April 2017
Draft Project Development Report (PDR)	Mid-June 2017
Pavement Design	Late-June 2017
Final Project Development Report (PDR)	Early-August 2017
Preliminary plans/specs/cost estimate	Mid-September 2017
Joint Agreement	Mid-September 2017
PS&E – District Office	Mid-October 2017
PS&E – Central Office	Mid-November 2017
Final Joint Agreement	Mid-November 2017
Bid Letting	January 2018
Begin Construction	May 2018
End Construction	October 2018

d. Assessment of Project Risks and Mitigation Strategies

Given that all the partners in this project have an excellent working relationship and have amply studied the area, there was a consensus that the most significant risk is obtaining solid project capital costs. The project team is satisfied that the pre-engineering planning conducted by Foth Infrastructure & Environment, LLC has adequately addressed this risk and provided ample reserves to cover any possible disruption or problem that might arise.

The project team has identified one additional potential risk that has been addressed in the initial planning phase.

I. Project Oversight

CUMTD will be the grantee of record and ultimately responsible for the successful completion of the project and answerable to the Department of Transportation. However, the actual work will be handled by the City and University partners, each responsible for their own right-of-ways. This includes the final engineering, contracting for services, and oversight of the actual work.

To assure continuity and compliance with all grant obligations, a Partner Oversight Committee will be established to coordinate all activities. CUMTD will establish performance contracts with each of the partners to further assure compliance.

e. Results of Benefit-Cost Analysis

Given that the TIGER investment is a critical element in creating a more balanced development pattern for the Champaign-Urbana Metropolitan area, the Benefit-Cost analysis is based on projecting the major social costs associated with land use development over the twenty year planning horizon by comparing the continued historical development patterns (Reference Model) to the mobility enhanced development (MED) pattern embodied in the **MCORE** proposal.

To make this comparison, the MPO, which is recognized for their technical modeling capabilities, was retained to model these scenarios by integrating their CUBE Travel Demand Models and a localized Land Use Evolution and Assessment Model (LEAM). Based on these two scenarios projected out to 2035, the MPO used a Social Costs of Alternative Land Development Scenarios (SCALDS) model to establish the relative social costs of the alternative futures.

The CUUATS Multimodal Corridor Enhancement Analysis was performed in 2013 and still applies to this project. This was an integrated land use-transportation scenario analysis designed to estimate the changes in vehicle miles travelled, mode split, and travel times between major activity nodes resulting from targeted development. The CUUATS Multimodal Corridor Enhancement Social Costs Analysis was performed in 2013 and still applies to this project. This analysis built on the land use-transportation analysis previously conducted to estimate the monetary and non-monetary costs associated with each development scenario.

These analytical tools allow a fair comparison between the alternatives. The difference in cost between the two represents the benefit of investing in one or the other future. Based on constant dollars, it became overwhelmingly clear that the benefits accrued by adopting micro-urban, mobility enhanced development strategies justified investment in the mobility infrastructure to shape that future.

The one addition made in evaluating the social costs was to value the production of agricultural land. The value placed on it was derived from the net production value of an agricultural acre in Champaign County in 2007.

The reason for monetizing this social cost is it becomes the surrogate measure for which of the two scenarios will emerge over the coming twenty years and it indicates where private dollars will be invested. This becomes a more realistic assessment of the real value of development than the traditional way of trying to project property values. Dollars not invested in agricultural land for residential and commercial development are more likely to flow to the micro-urban core.

The following summary shows the net benefits from the **MCORE** growth scenario.

Benefits / net value

SCALDS Based Cost Analysis	Net Benefits
Operating Costs	\$157,900,411
Infrastructure Costs	\$126,041,200
Non-Transportation Energy Costs	\$178,798,646
Agricultural Land Production	\$488,021,305
Accidents	\$2,207,775
Emissions	\$281,538

This analysis may be accessed in the Benefit-Cost Analysis that provides the backup work.

The additional Benefit-Cost Analysis relates directly to the provision of transit services. Given that high capacity service is already in place in the **MCORE** critical corridors, the question is whether there are significant improvements in the corridor that would enhance the existing service. Two measures, travel time and maintenance, have been quantified, based on real world experience. As seen in constant dollars, the travel time improvements alone warrant this investment.

Transit Specific Analysis

Transit Maintenance	\$2,358,912
Transit Rider Travel Time	\$41,211,696

While the total system benefits clearly justify the TIGER investment, the question becomes how much of those benefits should be allocated to the impact of improved mobility. Understanding that the type of mobility investment is as critical to future land use as are other infrastructure systems and services, this analysis measures what level of discounted benefits would need to be allocated to justify the TIGER investment.

The analysis demonstrates that only 11 percent of the total benefits need be applied to achieve a positive benefit-cost ratio with a 7 percent discount. This meets a "reasonable person" test, leaving ample benefits to justify additional non-mobility investments that will also be required to fully realize the micro-urban future for Champaign-Urbana.

BCA Summary

Total Net Benefits	\$964,001,220
Discount 7%	\$325,752,272
Discount 3%	\$598,970,925
11% Mobility Value Contribution	\$106,040,134
7% Discount	\$35,832,750
3% Discount	\$65,886,802

f. NEPA Status

To meet the NEPA requirements for the TIGER Grant application, an environmental review of the project corridor was completed in April, 2014 by Midwest Engineering & Testing, Inc. As can be seen on the NEPA Checklist, the project will have no potential impact on 20 Items of Interest including:

- Wilderness areas
- Wildlife preserve
- Threatened/endangered species
- National Register of Historic Places
- Indian religious sites
- Floodplains
- Wetlands
- Prime farmland
- Park Lands
- Section 6(f) Lands
- Hazardous Materials
- Noise Impacts
- Air Quality
- Title VI Communities
- Visual Impacts
- Energy
- Safety and Security
- Agency and Public Concerns
- Utilities
- Mitigation Measures

The complete NEPA analysis can be found here.

g. Legislative Approvals

There are no legislative barriers to a timely completion of the proposed improvements. The project has received endorsements from all involved agencies, which includes the City of Champaign, City of Urbana, CUMTD, and the University of Illinois. We have also received letters of endorsement from the following agencies:

- Champaign-Urbana Public Health Department
- Housing Authority of Champaign County
- Urbana School District
- Congressman Rodney Davis
- State Representative Naomi Jakobsson
- U.S. Senator Mark Kirk
- Presence Covenant Medical Center
- Champaign County Farm Bureau
- Carle Foundation

h. State and Local Planning Approvals

The proposed improvements are consistent with the Champaign-Urbana's metropolitan area Long Range Transportation Plan (LRTP) and the Campus Area Transportation Study (CATS) mission. The project is included in the Transportation Improvement Program (TIP) for Fiscal Years 2014-2017 prepared by the Champaign-Urbana Urbanized Area Transportation Study, a program of the Champaign County Regional Planning Commission. It is included in Table 31: Illustrative Projects. Illustrative projects are projects that local agencies would like to see implemented, but for which they do not yet have funding sources. The projects listed in this table have no particular prioritization as of June 2013.

VI. Federal Wage Rate Certification

CUMTD has signed the federal wage rate certification stating that it will comply with Subchapter 31 of Title 40 of the United States code.

CHAMPAIGN-URBANA MULTIMODAL CORRIDOR ENHANCEMENT

APPLICANT/SPONSOR: Champaign-Urbana Mass Transit District

TOTAL PROJECT COST: \$34,883,465

GRANT FUNDING: \$15,705,327

PROJECT DESCRIPTION

The Champaign-Urbana Mass Transit District will construct Complete Street corridors connecting the Cities of Champaign and Urbana to the University of Illinois. By redesigning five corridors around the university, the project will improve transit travel between the cities and the campus, create new economic opportunities in the surrounding commercial areas, and improve local quality of life. The TIGER project includes a multimodal network of roads, on-street bike lanes, shared lane markings, bus-only lanes, and other transit services that will enhance mobility for residents and visitors, particularly non-drivers, persons with disabilities, senior citizens and economically disadvantaged populations.

PROJECT HIGHLIGHTS

- Improves critical linkages between the cities of Champaign and Urbana, the area's major employers, health, and social service organizations.
- Over 80 percent of the jobs in the Champaign-Urbana area are located within approximately one mile of the project corridors.



CENTRAL

PROJECT BENEFITS

This project will improve mobility choices and increase access to jobs, healthcare, and services in the corridors that connect the downtown centers of Champaign and Urbana with the University of Illinois campus. By improving the condition of the existing transportation infrastructure, the project will create more efficient travel opportunities for pedestrians, bicyclists, transit riders, and vehicles. The project promotes development that is located and designed to be compact and contiguous to existing development and have a limited impact on the natural environment by protecting farmland and water quality.

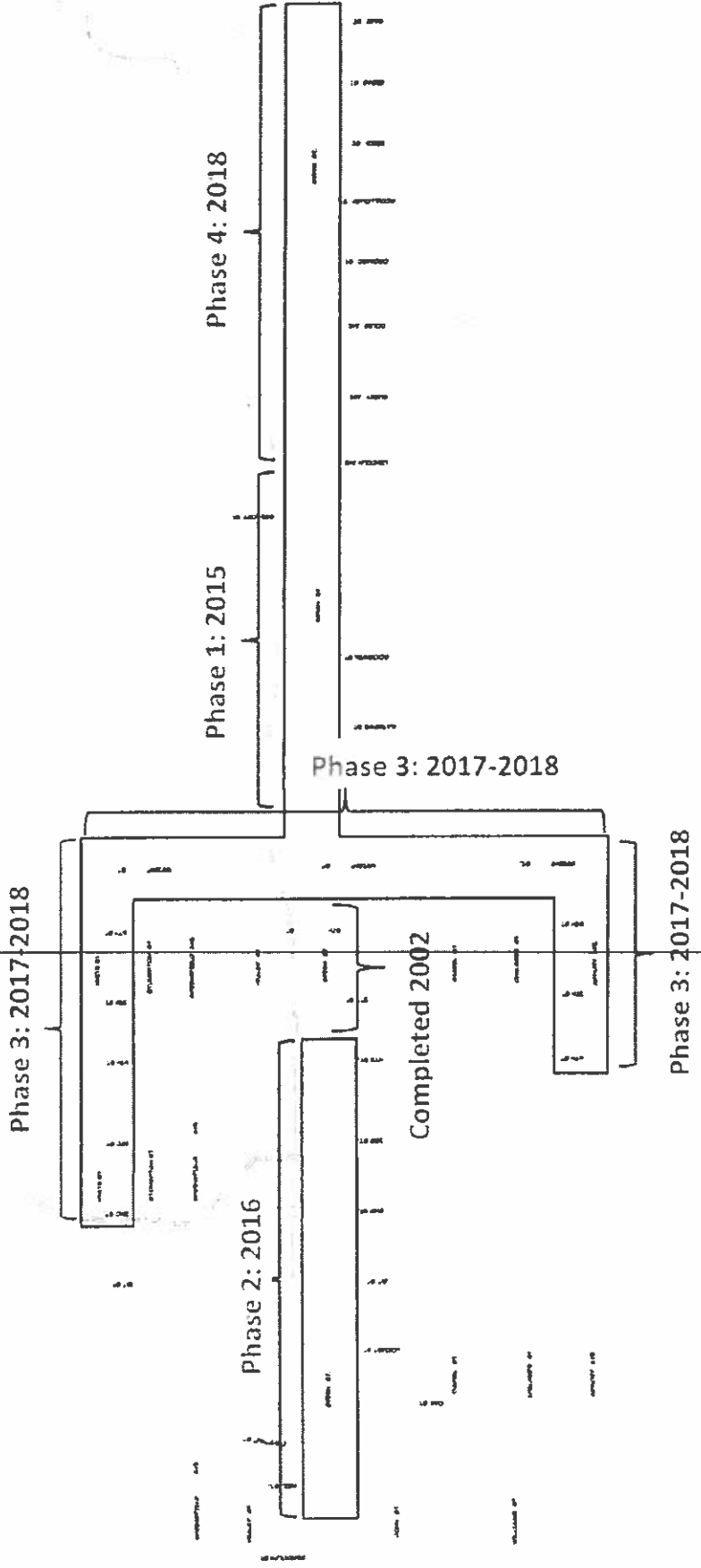


U.S. Department
of Transportation



TIGER

MCORE Project Corridors and Phasing



1. Award No.	2. Effective Date	3. CFDA No. 20.933
4. Awarded To: Missoula County	5. Sponsoring Office Federal Highway Administration Office of Acquisition and Grants Management HCFA-32, Mail Stop E65-101 1200 New Jersey Ave, S.E. Washington, DC 20590	
DUNS:		
TIN:		
6. Period of Performance:	7. Total Amount Base Phase: \$ Option - Phase I: \$ Total Government Share: \$ Total Recipient Share: \$ Total Value: \$	
8. Type of Agreement Grant	9. Authority Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014	
10. Procurement Request No.	11. Amount Funds Obligated	
12. Submit Payment Requests To	13. Payment Office	
14. Accounting and Appropriation Data		
15. Description of Project:		
RECIPIENT	FEDERAL HIGHWAY ADMINISTRATION	
16. Signature of Person Authorized to Sign	17. Signature of Agreement Officer	
Signature _____ Date _____	Signature _____ Date _____	
Name: _____	Name: _____	
Title: _____	Agreement Officer: _____	

Comment [U1]: Only if a phased grant agreement

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2014 (Pub. L. 113-76,
JANUARY 17, 2014)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2014 TIGER DISCRETIONARY GRANTS)**

[INSERT GRANTEE NAME]

[INSERT PROJECT NAME]

FHWA FY 2014 TIGER Grant No. [#]

Comment [JFG2]: FHWA HQ will provide the number of the grant agreement prior to execution

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of [Insert Name of Grant Applicant] ("Grantee" or "Recipient") as a Recipient of a grant awarded under the provisions of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2014 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

Comment [JFG3]: Insert full name of Grant recipient.

SECTION 1. TERMS AND CONDITIONS OF THE GRANT

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Grantee. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Grantee for the project as described in the Grantee's Technical Application (the "Project"), titled [Title of Application], and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of this [urban] [rural] Project.
- 1.3 The Government, having reviewed and considered the Grantee's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of [Dollars (\$XXX)] for the entire period of performance (referred to as the "Grant"). This Grant is the total not-to-exceed amount of funding that is being provided

Comment [JFG4]: Insert full name of submitted application

Comment [U5]: If this project is an urban project, select "urban". If this project is a rural project, select "rural".

Comment [JFG6]: Insert grant amount - spelled out and in exact figures

by the Government under this Grant Agreement. For urban projects, the Grantee hereby certifies that not less than _____ Dollars (\$XXX) in non-Federal funds are committed to fund the Project in order to satisfy the Act's requirement that at least twenty percent (20%) of the Project's costs are funded by non-Federal sources. The Government's liability to make payments to the Grantee under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

Comment [ASF7]: For Urban projects only. Minimum 20% match requirement should be calculated as follows:

If the minimum non-federal share is 20% then minimum match should be .25* the TIGER funds in the project.

If CMAQ or STP, etc. in addition to TIGER funds are part of the financial plan, then add those amounts together, divide by 4 and then you have the minimum match. Please note that this particular formula can only be used with 80:20 program funds. If it will not work for 90:10 program funds, etc. If other than 80:20 program funds are used, please calculate the required match manually.

- 1.4 The Grantee agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

- 1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at: [FHWA HQ will provide link]

Comment [ACSB]: FHWA HQ will provide link

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Grantee
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

- 1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

- 1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

SECTION 2. GRANTEE AND PROJECT INFORMATION

Grantee, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

- 2.1 Project's Statement of Work Summary (for further information see Attachment A): [Provide a brief summary of the scope of the project, including, as applicable, type of project, project location (State, city, county, metropolitan area,) length, areas served, major procurements associated with project scope, description of connections with existing transportation facilities and infrastructure. This description should highlight any of the information in the Application that needs to be updated or amended. This is to be a short description. A full description of the actual and detailed scope of work for the project will be set out in Attachment A].
- 2.2 Project's Schedule Summary (for further information see Attachment B): [A detailed project schedule will be set out and provided in Attachment B – it should reflect best estimates of complete project schedule showing all phases of work].

[Planned or Actual] Completion of NEPA: [INSERT DATE]

[Planned or Actual] Completion of Final Design: [INSERT DATE]

Planned PS&E Approval: [INSERT DATE]

Planned Construction Start Date: [INSERT DATE]

Planned Project Construction Substantial Completion
and Open to Traffic Date: [INSERT DATE]

Comment [ACS9]: If a task has already been completed when the grant agreement is being drafted, please change "planned" to "actual".

- 2.3 Project's Budget Summary (for further information see Attachment C): [A detailed project budget showing costs for all phases and elements of work will be provided in Attachment C].

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$	_____	%
Other Federal Funds (if any):	\$	_____	%
State Funds (if any):	\$	_____	%
Local Funds (if any):	\$	_____	%
Other Funds (if any):	\$	_____	%
Total Project Cost:	\$	_____	%

Comment [ACS10]: "State funds" means funds originating from a State revenue funded program. "State funds" does not mean Federal funds which have been appropriated to a State and which the State is contributing to the TIGER project.

If there are any cost savings or if the contract award is under the engineer's estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Grantee's funding amount and percentage share may be reduced,

provided that the Grantee's share of the costs under the Act may not be reduced below 20% for urban area projects.

- 2.4 Project's State and Local Planning Requirements: [Provide date that project was included in the relevant State, metropolitan, or local planning documents, or N/A if not applicable. Provide a reason why State or local planning requirements do not apply].

- 2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date: _____ [EIS, EA or CE. Also provide information on any updates such as reevaluations, supplementals, etc., along with dates for all documents]

Environmental Decision Type and Date: _____ [Indicate type of environmental decision - Record of Decision, Finding of No Significant Impact, or Categorical Exclusion, along with reevaluations and dates for all such decision documents]

Name of Agency and Office Approving each Environmental Decision Document:

- 2.6 Grantee's and any Sub-Grantee's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Grantee:

Name of any First-Tier Sub-Grantees or Sub-Recipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): _____

DUNS No. of First-Tier Sub-Grantee or Sub-Recipient (if applicable – to be reported if/when identified): _____

- 2.7 Grantee's Designation of Official Contact (to whom all communications from Government will be addressed):

Grantee Official Designated as Official Contact (may list more than one contact especially where another agency or department, in addition to Grantee, is assisting in meeting grant requirements):

Name
Title
Agency
Mailing Address
Phone Number
Email Address

Notwithstanding paragraph 5.3 of this Grant Agreement, the Grantee may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

SECTION 3. REPORTING REQUIREMENTS

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Grantee agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Grantee further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

3.1 Project Outcomes and Performance Measurement Reports: Grantee shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according to the reporting schedule identified in Attachment D. Furthermore, Grantee agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.

3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Grantee shall submit the report to the Government by [INSERT DATE]. Grantee shall represent that the data in the Pre-project Report is current as of [INSERT DATE].

Comment [ACS11]: The Pre-project Report is due 1 -2 months after the start of construction date in Section 2.2. Grantee, please propose date.

3.1.2 Grantee shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Grantee shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Grantee shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.

Comment [ACS12]: This data should be as current as possible before the start of construction. Generally, the date is 1 month before the start of construction date in Section 2.2. Grantee, please propose date.

3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Grantee shall submit the Project Outcomes Report to the Government by [INSERT DATE] which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Grantee shall represent that the data in the Project Outcomes Report is current as of [INSERT DATE].

Comment [ACS13]: The Project Outcomes Report is 5 years and 1 to 2 months after the first anniversary of the date the project will be open to traffic. Grantee, please propose date.

3.1.4 Grantee shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance

Comment [ACS14]: The data in the Project Outcomes Report should be current as of 5 years after the first anniversary of the date the project will be open to traffic. Grantee, please propose date.

Measures report submitted, e.g., Re: FHWA FY 2014 TIGER Discretionary Grant No. [##] - Performance Measure Report No. 1 or 2 or 3, etc.

Comment [JFG15]: FHWA.HQ will provide the grant number prior to execution

- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Grantee shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.
- 3.2.1 The Grantee shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Grantee shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Grantee will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 49 C.F.R. Part 18 or Part 19, as applicable) are completed, and the Government notifies the Grantee and forwards the final Federal assistance payment, or when the Government acknowledges Grantee's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Grantee agrees to (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and (2) provide a report on the final scope of work, schedule, and budget compared against the scope of work described in section 2.1, the Project's Schedule Summary in section 2.2, and the Project's Budget Summary in section 2.3.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

FHWA Field (Division or Federal Lands) Contact Designated as Official Contact:

Name
Title
Agency
Mailing Address
Phone Number
Email Address

and

FHWA TIGER Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue, SE
Room E84-444
Washington, DC 20590
(202) 366-0857
FHWA-TIGER.Reports@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Grantee without the need for a formal amendment to this Agreement.

SECTION 4. SPECIAL GRANT REQUIREMENTS

4.1 PAYMENT

The Recipient may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions as prescribed by 49 C.F.R. 18.22: 2 C.F.R. Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)" not-to exceed the funds currently available as stated herein. Requests should be made no more frequently than monthly.

Comment [ACS16]: When the State DOT is the recipient, FHWA will record the TIGER obligation within one project agreement within FMIS that will be appropriately reflected as one obligation within DELPHI.

When an organization other than the State DOT is the recipient, FHWA will record the TIGER obligation within DELPHI.

For projects that require a phased obligation of TIGER funds, FHWA will amend the grant agreement when each subsequent phase is ready to start. When FMIS is being used to obligate the funds, the FMIS project agreement will be modified at that time to obligate the funds.

Payments by Reimbursement: Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement (or SF 271, Outlay Report and Request for Reimbursement for Construction Programs), to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable.

The Agreement Officer/Specialist (AO/AS) reserves the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without Agreement Officer's Representatives (AOTR) review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOTR approval, the AO/AS will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

DELPHI eInvoicing System Registration and Information

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

To register for DELPHI eInvoicing System Recipients must eAuthenticate and activate an account by contacting their AO/AS and providing the **full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests**. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

When the form is received and validated the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO/AS with any changes to their system information.

A tutorial for the eAuthentication and account activation process can be found here:
<http://www.dot.gov/sites/dot.dev/files/docs/eauthentication-user-tutorial-final.pptx>

Recipients registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

The DELPHI eInvoicing website <http://www.dot.gov/cfo/delphi-einvoicing-system.html> provides all training, user guides, Frequently Asked Questions and Help Desk information that a Recipient needs to use the system, including:

- Web-based training at http://www.dot.gov/sites/all/dot_assets/DOT_GR_04-24-2012/lessons/index.html
- Desktop User's Manual <http://www.dot.gov/mission/budget/grant-recipient-desktop-user-manual>
- QRG for Creating a Standard Invoice at <http://www.dot.gov/mission/budget/qrg-creating-standard-invoice>
- QRG for Creating a Credit Memo at <http://www.dot.gov/mission/budget/qrg-creating-credit-memo>
- QRG Searching All Invoices at <http://www.dot.gov/mission/budget/qrg-searching-all-invoices>
- QRG Searching Saved and Unsubmitted or Rejected Invoices at <http://www.dot.gov/mission/budget/qrg-searching-saved-and-unsubmitted-or-rejected-invoices>

Account Management: The Recipient should contact their AO/AS when POCs have left their organization or are no longer will be submitting invoices, with the **full name, title, phone number, e-mail address, and user ID** of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due no activity, the Recipient should contact their AO/AS with the **full name, title, phone number, e-mail address, and user ID** of the POC to be reactivated. *Note: To prevent being timed out due to no-activity, users should login once within 45 days of their last login.*

Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO/AS. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to:

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a waiver, the Recipient should submit all hard-copy SF 270s (or SF 271) directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Brandon Lorthridge

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FHWA Recipients.

- 4.2 The Grantee shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government.
- 4.3 The Grantee shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- 4.4 Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
- 4.5 Financial Management System: By signing this agreement, the Grantee verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 C.F.R. Part 18. The Grantee's failure to comply with these requirements may result in agreement termination.
- 4.6 Allowability of Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 C.F.R. Part 225, OMB Circular A-87. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

4.7 SUBGRANTS AND SUBCONTRACTS

Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval from the AO before awarding any subgrant and subcontract relating to any work undertaken under this award. This provision does not apply to the purchase of supplies, material, equipment, or general support services of a value less than \$150,000.

The following subcontracts are currently approved under the grant agreement award:

Consent to enter into sub-grants/sub-contracts under this Agreement is being withheld.

Currently no sub-grants/sub-contractors have been approved.

Approval of each subcontract and subgrant is contingent upon a price fair and reasonableness determination and approval by the AO for each proposed subgrantee and subcontractor. Consent to enter into any subcontract and subgrant will be issued through a formal amendment to this Agreement.

- 4.8 There are no other special grant requirements for this Project.

SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Grantee and the Government, if any of the following occurs:

Comment [ACS17]: Special grant requirements may modified with each individual grant agreement. On a project by project basis, DOT and FHWA will consider whether they need to add a special requirement here. One example in a FITWA Grant Agreement would be "Railroad Agreements" As a condition of receiving a grant, Grantees must have written agreements with railroads for any projects that use railroad rights-of-way."

- 5.1.1 The Grantee fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;

- 5.1.2 The Grantee fails to begin construction before _____;

Comment [ACS18]: This date should be no more than 2 months from the actual construction start date in Section 2.2. Grantee, please propose date.

- 5.1.3 The Grantee fails to begin expenditure of Grant funds by _____;

Comment [ACS19]: This date should be no more than 4 to 6 weeks after the date in 5.1.2. Grantee, please propose date.

- 5.1.4 The Grantee fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Grantee, or after giving the Grantee a reasonable opportunity to cure such failure; or,

- 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.

- 5.2 Funds made available under this Agreement shall be obligated by DOT on or before September 30, 2016. Funds made available under this Agreement, once obligated, are available for liquidation and adjustment through September 30, 2021, the "Grant Termination Date." Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.
- 5.3 Either party (the Government or the Grantee) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party and in accordance with 49 C.F.R. Parts 18.43 and 18.44. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT

6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in triplicate; each countersigned original shall be treated as having identical legal effect.

Comment [FB20]: Number of identical counterparts will be determined by one original counterpart for each signatory to the grant agreement and one for USDOT HQ.

6.2 **Effective Date:** The Agreement shall be effective when fully executed by authorized representatives of the Grantee and the Government; provided, however, that the Grantee shall execute this Agreement, and then submit three (3) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

6.3 **Survival:** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

EXECUTION BY THE GOVERNMENT

Executed this _____ day of _____, 201__.

Comment [JFG21]: Additional FHWA signature lines can be added for grants that have substantial modal involvement (with DOT/FHWA counsel review), which should also be reflected in the text of the agreement (ex: citation of NEPA regulations in section 2.5 above, or in relevant Exhibit section)

Signature of Government's Authorized Representative

Name of Government's Authorized Representative

Title

EXECUTION BY [NAME OF GRANTEE/RECIPIENT]

By signature below, the Grantee/Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Comment [JPG22]: Again depending on grant additional signature lines may be added. If so please identify each entity that is executing this agreement.

Executed this _____ day of _____, 201__.

Signature of Grantee's Authorized Representative

Name of Grantee's Authorized Representative

Title

[USE THE FOLLOWING LANGUAGE IF THE STATE IS ADMINISTERING THE PROJECT ON BEHALF OF THE LOCAL GOVERNMENT/TRIBAL GRANTEE]

EXECUTION BY STATE DEPARTMENT OF TRANSPORTATION

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Grantee to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Grantee and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Grantee at Grantee's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this _____ day of _____, 201__.

Signature of State Department of Transportation Designated
Official Representative

Name of State Department of Transportation Designated Official
Representative

Title

ATTACHMENT A STATEMENT OF WORK

INSTRUCTIONS FOR COMPLETING ATTACHMENT A: The Grantee must describe the TIGER project that is in the Application or that DOT agreed to fund. The Statement of Work must include a description of all project activities, including major construction activities, which will be funded by TIGER. The activities need to be the same as those set forth in Attachment B – Estimated Project Schedule and Attachment C – Estimated Project Budget. If the project will be completed in individual segments or phases, they should be described individually. This information must be provided in Word. Images in .pdf, Excel, etc. are not acceptable.

**ATTACHMENT B
ESTIMATED PROJECT SCHEDULE**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: The Grantee must provide a detailed breakdown of the schedule for the project. This description must include a description of all project activities, including major construction activities, which will be funded by TIGER. The activities need to be the same as those set forth in Attachment A – Statement of Work and Attachment C – Estimated Project Budget. If the project will be completed in individual segments or phases, a schedule should be provided for each individual segment or phase.

This Estimated Project Schedule must be provided in Word. Images in .pdf, Excel, etc. are not acceptable.

[Planned or Actual] Completion of NEPA:	[INSERT DATE]
[Planned or Actual] Start of Right of Way Acquisition:	[INSERT DATE]
[Planned or Actual] End of Right of Way Acquisition:	[INSERT DATE]
[Planned or Actual] Start of Preliminary Engineering:	[INSERT DATE]
[Planned or Actual] End of Preliminary Engineering:	[INSERT DATE]
[Planned or Actual] Start of Final Design:	[INSERT DATE]
[Planned or Actual] Completion of Final Design:	[INSERT DATE]
Planned PS&E Approval	[INSERT DATE]
Planned Construction Contract Award Date:	[INSERT DATE]
Planned Construction Start Date:	[INSERT DATE]
[List major construction activities with start and end date for each.]	[INSERT DATE]
Planned Project Construction Substantial Completion and Open to Traffic Date:	[INSERT DATE]
Planned Project Closeout Date:	[INSERT DATE]

**ATTACHMENT C
ESTIMATED PROJECT BUDGET**

INSTRUCTIONS FOR COMPLETING ATTACHMENT C:

The Grantee must provide a detailed breakdown of the TIGER project budget. The budget must include all activities funded with TIGER. This description must include a description of all project activities, including major construction activities that will be funded by TIGER. The activities need to be the same as those set forth in Attachment A – Statement of Work and Attachment B – Estimated Project Schedule. If the project will be completed in individual segments or phases, a budget for each individual segment or phase should be included.

This Estimated Project Budget must be in Word, in the format below. Images in .pdf, Excel, etc. are not acceptable.

Activity	FY14 TIGER Funds	Other Federal Funds	Match to Other Federal Funds	Local Funds	State Funds	Other Funds	[Planned or Actual] Project Cost

ATTACHMENT D PERFORMANCE MEASUREMENT TABLE

Study Area: [Insert description of area to be studied].

Table 1: Performance Measurement Table

Measure	Performance Measure	Baseline Measurement	Interim Performance Measures	Comment [ACS23]: Government is looking for at least 2-4 measures.
[Insert Performance Measure]	[Describe Performance Measure]	<p>Baseline Measurement: Annual average, accurate as of [insert pre-project report data "current as of" date from Section 3.1.1]</p> <p>Interim Performance Measures: Accurate as of [INSERT DATE]</p>	<p>Baseline Measurement: [insert date 3 months after pre-project report data "current as of" date from Section 3.1.1]</p> <p>Interim Performance Measures: For a period of 5 years, beginning [INSERT DATE], annually</p>	<p>Comment [a26]: This date will be the same date when the Grantee shall submit the Pre-Project Report required by Section 3.1.1 of the grant agreement.</p> <p>Comment [a24]: This data should be as current as possible before the start of construction. Generally, the date is 1 month before the start of construction.</p> <p>Comment [ACS27]: This is the date of the first post-project completion performance report. The date when the report should be submitted is one year plus 1 to 2 months after the date the project is scheduled to be open to traffic</p> <p>Comment [ACS25]: This is the data date. The date should be one year after the project is opened to traffic</p>

MCORE TIGER VI Funding Breakdown										
Project	Agency	PE1 (Study)	PE2 (Design)	PE3 (Construction Engr.)	Total Engineering (PE1+PE2+PE3)	Local Construction	Total Local Match (Engr + Const.)	TIGER Grant (Construction)	Total MCORE Cost (TIGER + Local)	Project Percentage of Total MCORE Cost
P1	Urbana, MTD	\$212,434	\$212,434	\$283,245	\$708,113	\$0	\$708,113	\$3,540,567	\$4,248,680	12%
P2	Champaign, MTD	\$514,000	\$483,000	\$644,000	\$1,641,000	\$0	\$1,641,000	\$8,050,000	\$9,691,000	28%
P3	Champaign, MTD	\$246,886	\$246,886	\$329,181	\$822,952	\$0	\$822,952	\$4,114,760	\$4,937,712	14%
P1-P3 SubTotal:		\$973,320	\$942,320	\$1,256,426	\$3,172,065	\$0	\$3,172,065	\$15,705,327	\$18,877,392	54%
P4	UIUC, MTD	\$117,499	\$117,499	\$156,602	\$391,600	\$1,957,525	\$2,349,125	\$0	\$2,349,125	7%
P4	Champaign, MTD	\$449,760	\$449,760	\$576,084	\$1,475,604	\$7,201,054	\$8,676,658	\$0	\$8,676,658	25%
P5	Urbana, MTD	\$240,275	\$240,200	\$320,000	\$800,475	\$4,179,815	\$4,980,290	\$0	\$4,980,290	14%
P4-P5 SubTotal:		\$807,534	\$807,459	\$1,052,686	\$2,667,679	\$13,338,394	\$16,006,073	\$0	\$16,006,073	46%
P1-P5 TOTAL:		\$1,780,854	\$1,749,779	\$2,309,112	\$5,839,745	\$13,338,394	\$19,178,138	\$15,705,327	\$34,883,465	100%

(table ver. 12-9-2014)

= actual PE1 contract amount with Clark Dietz

MCORE TIGER VI Grant Application Local Agency Funding Contribution by Fiscal Year							
AGENCY	FY2015	FY2016	FY2017	FY2018	FY2019	Totals	
City of Champaign	\$ 406,091	\$ 6,187,847	\$ 1,225,000	\$ 1,775,000	\$ -	\$ 9,593,938	
City of Urbana	\$ 1,000,000	\$ -	\$ -	\$ 1,100,000	\$ -	\$ 2,100,000	
CUMTD	\$ 640,000	\$ 700,000	\$ 1,134,000	\$ 1,410,200	\$ -	\$ 3,884,200	
UIUC	\$ -	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 3,600,000	
Totals:	\$ 2,046,091	\$ 7,787,847	\$ 3,259,000	\$ 5,185,200	\$ 900,000	\$ 19,178,138	

TIGER Total Project Cost: \$34,883,465

TIGER Grant Funding: \$15,705,327

Total Engineering (PE1 + PE2 + PE3): \$5,839,745

Total Construction (TIGER + Local Construction): \$29,043,721

\$34,883,466

Project	Agency	Project Location Description
P1	Urbana, MTD	Green Street (Wright Street to Bussey Avenue)
P2	Champaign, MTD	Green Street (Neil Street to Fourth Street)
P3	Champaign, MTD	White Street (Second Street to Wright Street) including Wright Street (White Street to Springfield Avenue)
P4	UIUC, MTD	Armory Avenue (Fourth Street to Wright Street)
	Champaign, MTD	Wright Street (Springfield Avenue to Armory Avenue)
P5	Urbana, MTD	Green Street (Bussey Avenue to Race Street)

FROM: Dorothy Ann David, City Manager

DATE: December 12, 2014

SUBJECT: EXPLANATION OF COUNCIL BILL NO. 2014-210

A. Introduction: The purpose of this Council Bill is to approve an intergovernmental agreement between the City of Champaign, City of Urbana, University of Illinois, and the Champaign-Urbana Mass Transit District for the Transportation Investment Generating Economic Recovery Grant to construct the Champaign-Urbana Mass Transit District Multimodal Corridor Enhancement Project.

B. Recommended Action: The Administration recommends approval of the Council Bill.

C. Prior Council Action:

- November 25, 2014, Study Session, Council provided input on the proposed implementation plan for the Transportation Investment Generating Economic Recovery (TIGER) Grant for the Champaign-Urbana Multimodal Corridor Enhancement Project.

D. Summary:

- The Champaign-Urbana Mass Transit District, with the support of the City of Champaign, City of Urbana, and the University of Illinois, applied for and received a \$15.7 million Transportation Investment Generating Economic Recovery Grant for the construction of the Multimodal Corridor Enhancement Project within the University District.
- The Multimodal Corridor Enhancement Project consists of the five individual projects listed below:

Project 1 - Green Street (Wright Street to Lincoln Avenue)

Project 2 - Green Street (Neil Street to Fourth Street)

Project 3 - White Street (Second Street to Wright Street)

Project 4 - Armory Avenue (Fourth Street to Wright Street) and Wright Street
(White Street to Armory Avenue)

Project 5 - Green Street (Lincoln Avenue to Race Street)

- The total cost for the Project is estimated at \$34.8 million which includes the \$15.7 million grant plus local matching funds estimated at \$19.1 million. The City of Champaign local share is estimated at \$9,595,938.
- The City of Champaign will serve as Lead Agency for the grant administration and will be responsible for managing all five projects.

- An intergovernmental agreement is needed to define cost shares and specify responsibilities for the local partners.
- The \$15.7 million in grant funds will be used for construction of Projects 1 through 3, and must be ready for bid letting by June 2016.
- All work must be completed by 2021.
- A salary and staffing ordinance amendment will be needed to provide an additional Public Works Civil Engineer III that will be needed to administer the grant and manage the five projects.
- A FY15 budget amendment will be needed even though total funding is sufficient over the next four years (FY15 to FY18) for Champaign's local share.

E. Background:

1. TIGER Grant Application. The Champaign-Urbana Mass Transit District (CUMTD), with the support of the City of Champaign, City of Urbana, and the University of Illinois, applied for and received a \$15.7 million Transportation Investment Generating Economic Recovery (TIGER) Grant for the construction of the Multimodal Corridor Enhancement (MCORE) Project within the University District.

The CUMTD applied for the TIGER Grant three times, in 2009, 2013, and 2014. The 2014 application was successful. The City supported this Grant because it provides Federal funding to reconstruct several heavily used bus corridors in the University District. The City had been previously planning to reconstruct these streets using Food and Beverage funds and Local Motor Fuel Tax funds.

2. TIGER Grant. The TIGER Grant allocates \$15.7 million towards the construction of the MCORE project, which consists of five corridor improvement projects in the heart of the University District (see Exhibit A for location map). The MCORE project includes a local match of about \$19.1 million, bringing the overall estimated project cost for all five projects to be approximately \$34.8 million, of which \$29 million is anticipated to be for construction, with about \$5.8 million for design and construction engineering services.

A critical criterion of the TIGER Grant is that all \$15.7 million for construction must be obligated by FHWA no later than June 2016. In other words, a \$15.7 million construction project must have engineering design completed and any needed right-of-way acquired and approved by IDOT so that the project can be scheduled for IDOT's bid letting in June 2016.

Another requirement is that all MCORE projects must be completed by 2021. However, it is USDOT and FHWA's expectation that the TIGER funds are expended as quickly as possible and all projects be completed ahead of the 2021 final deadline.

The five MCORE projects are as follows:

- Project 1 - Green Street (Wright Street to Lincoln Avenue)
- Project 2 - Green Street (Neil Street to Fourth Street)
- Project 3 - White Street (Second Street to Wright Street)

- Project 4 - Armory Avenue (Fourth Street to Wright Street) and Wright Street
(White Street to Armory Avenue)
Project 5 - Green Street (Lincoln Avenue to Race Street)

Each street will undergo either full reconstruction or major rehabilitation to rebuild the streets into multi-modal complete street corridors to accommodate all modes of travel (bus, pedestrian, bike, and vehicle). In addition to the pavement improvements, other project benefits are improved bus capacity and frequency on these key bus routes; improved sidewalks, new street lighting, and addition of on-street bicycle lanes.

Projects 1, 2, and 3 will be the first projects designed and will utilize the full \$15.7 million TIGER funding for construction by the June 2016 TIGER obligation deadline. Projects 4 and 5, while still part of the Grant, will be locally funded. Design work will proceed on Projects 4 and 5 when design is finalized on the first three projects, likely sometime mid-2016. If bids come in low on Projects 1-3, it is likely that the balance of TIGER funds could be reallocated to help fund either Project 4 or 5 construction.

3. TIGER Grant Intergovernmental Agreement.

- a. Generally.** The Intergovernmental Agreement will be between the parties who were part of the grant submittal for the TIGER Grant, i.e. City of Champaign, City of Urbana, University of Illinois, and the Champaign-Urbana Mass Transit District. The grant covers construction costs only, not engineering or administrative expenses. The grant necessitates an intergovernmental agreement between the parties in order to outline activities and cash flow.
- b. Contracts and Lead Agency Status.** The City of Champaign will be the contracting entity with both the Federal government and with the Illinois Department of Transportation. The US Department of Transportation requires the funds to be passed through the Illinois Department of Transportation. The Illinois Department of Transportation is only able to enter into agreements with “highway authorities”. This statutory restriction means that only the City of Champaign or the City of Urbana, both Highway Authorities, can enter into these agreements. The City of Champaign will be the “Lead Agency” for the purposes of entering into the agreements; however all of the other entities will perform tasks related to the projects so that the full burden of administering the project will not fall upon the City staff.
- c. Changes in Cost.** If there are changes in costs, the party in whose jurisdiction the project lies will fund those additional costs. Additional costs could be the result of simple construction inflation, bid climate, or enhancements to the project. For projects in Champaign, Champaign will bear the risk of cost overruns. For projects in Urbana, Urbana will bear the risk of cost overruns. The University contribution is fixed and includes administrative costs, but overages related to their portion of the project will be funded by the University. The MTD will bear the cost of any overages related to transit improvements.

- d. **Exhibits.** Attached to the Agreement are the four exhibits; Exhibit A being the original grant submittal, Exhibit B being the grant announcement, Exhibit C being a draft of the agreement that will be entered into with the Federal government, and Exhibit D being the cost breakdown and timing of the funding for the parties.

4. TIGER Grant Schedule. The following outlines a tentative schedule for the TIGER project:

- | | |
|--|------------------------|
| a. Intergovernmental Agreement – Council Approval | December 16, 2014 |
| b. Grant Agreement, Projects 1-3 City-Consultant Engineering Agreement, and FY15 Budget, Salary, and Staffing Ordinance Amendments – Council Approval | January 20, 2015 |
| c. Projects 1-3 Preliminary and Final Design | Jan. 2015 to Mar. 2016 |
| d. Projects 1-3 City-State Fed Construction Agreement, and City-Consultant Construction Engineering Agreement; Projects 4-5 City-Consultant Engineering Agreement – Council Approval | March 2016 |
| e. Projects 4-5 Preliminary and Final Design | Mar. 2016 to Dec. 2017 |
| f. Projects 1-3 IDOT Bid Letting | June 10, 2016 |
| g. Projects 1-3 Construction | Aug. 2016 to Nov. 2017 |
| h. Projects 4-5 City-State Construction Agreement - Council Approval | September 2017 |
| i. Projects 4-5 IDOT Bid Letting | January 2018 |
| j. Projects 4-5 Construction | Jan. 2018 to Dec. 2019 |

F. Alternatives:

1. Approve the Council Bill.
2. Do not approve the Council Bill and provide further direction to staff.

G. Discussion of Alternatives:

Alternative 1 would approve the Intergovernmental Agreement with CUMTD, City of Urbana, and University of Illinois for the CUMTD Multimodal Corridor Enhancement TIGER Grant.

a. Advantages

- Improvements will be consistent with the City's Complete Streets Policy.
- The TIGER Grant enables the City to complete additional street improvements on Green Street (Neil Street to Fourth Street) and Wright Street (Springfield Avenue to Armory Avenue) that are currently not in the City's 10-year CIP.
- Demonstrates support for the CUMTD and their efforts to implement multimodal enhancements to several key bus routes in the campus area.
- Allows the project to move forward with engineering design for Projects 1, 2, and 3.

- Federal TIGER Grant funds will be used to rehabilitate several important bus corridors in the campus area.
- Bus, bike, pedestrian, and street lighting improvements will be constructed with each Project.

b. Disadvantages

- Additional staffing would be needed.
- There will be a significant amount of disruption due to construction in the campus area.

Alternative 2 would not approve the Intergovernmental Agreement and would require further Council direction.

a. Advantages

- Provides an opportunity for Council input.
- Additional staffing may not be needed.
- A significant amount of construction disruption would be eliminated.

b. Disadvantages

- Will delay engineering work.
- May jeopardize the obligation of the Federal TIGER Funds by May 30, 2016.
- Important street improvements may not get done.

H. Community Input: The CUMTD MCORE project has been a priority for the community since the TIGER program's inception. The four local agencies have worked together several times over the last few years crafting the MCORE project into a successful TIGER Grant project candidate. This partnership is demonstrated by each agency supporting the MCORE project with significant local matching dollars. The MCORE project incorporates citizen requests for more on-street bike lanes in the campus area, better sidewalks, improved street lighting, and safe multimodal streets and intersections.

There was an opportunity for public input at the November 25, Council Study Session, when staff presented its implementation plan for the MCORE project funded with the TIGER Grant. The public will also have an opportunity to provide input when Council considers the Intergovernmental Agreement. The public will have additional opportunities for input when the TIGER Grant Agreement, various IDOT agreements, and engineering agreements are brought to City Council for consideration.

I. Budget Impact: The total MCORE project cost is estimated to be about \$34.8 million. Of the \$34.8 million, TIGER Grant funds in the amount of \$15.7 million will fund the construction of Projects 1-3. The local project partners will contribute about \$19.1 million in local matching funds. The local matching funds will pay for all design and construction engineering for all Projects, utility relocations as necessary, any needed right-of-way, staff time, and construction of Project 4 and Project 5.

The following table summarizes the local agency cost share for each project:

Project	Agency	Total Estimated Local Share
1 – Green St. (Wright to Lincoln)	City of Urbana, CUMTD	\$708,113
2—Green St. (Neil to Fourth)	City of Champaign, CUMTD	\$1,641,000
3—White St. (Second to Wright)	City of Champaign, CUMTD	\$822,952
4—Armory Ave.(Fourth to Wright)	University of Illinois, CUMTD	\$2,349,600
Wright St. (White to Armory)	City of Champaign, CUMTD	\$8,856,473
5—Green St. (Lincoln to Race)	City of Urbana, CUMTD	\$4,800,000
TOTAL:		\$19,178,138

The total City of Champaign share for Projects 2, 3 and 4 is estimated at \$9,595,938 spread over FY15 to FY18. Sufficient existing funding is available in the Capital Improvement Plan (CIP) for Projects 2, 3 and 4 local shares. The CIP currently has funding budgeted for Green Street (First Street to Fourth Street), and White Street (Second Street to Wright Street). Since the TIGER Grant would be used to fund the construction of those projects, the budgeted dollars would be used to fund the additional work on Green Street (First Street to Neil Street) and Wright Street (Springfield Avenue to Armory Avenue).

Even though total funding is sufficient over the next four years (FY15 to FY18) for the local share, there is insufficient funding for FY15. Council will need to approve a FY15 budget amendment for the project. The budget amendment would increase FY15 expenditures by \$1,000,898. The expenditures would be offset with revenue of \$424,868 (City of Urbana – Project 1 reimbursement) and a reduction in the fund balance for the Local Motor Fuel Tax of \$576,030. The FY 15 budget amendment would be scheduled for the January 20, 2015, Council meeting.

As explained in the Staffing Impact Section of this Report, the TIGER grant administration and project management would require an additional Civil Engineer III in the Public Works Department. The one-time cost for the additional engineer is estimated at \$71,600 in FY15 and the recurring cost for FY16 through FY21 is estimated at \$114,143.

The one-time and recurring cost for the Civil Engineer III for FY15 through FY21 would have no net impact on the City's General Fund. The one-time and recurring cost for the additional staff as well as all overhead and fringe benefit costs would be a project cost and have been included in the TIGER capital improvement project cost estimates.

The additional Civil Engineer position would be eliminated after FY21 by staff attrition or there could be additional transportation projects at that time to justify the continuation of the position. Continuing the position past FY21 would require Council approval.

J. Staffing Impact: As the TIGER Grant recipient, the City would be the lead agency. The City's Public Works Department would provide the staff to both administer the TIGER Grant and manage the design and construction of the TIGER projects.

Public Works estimates that in FY15, TIGER Grant administration and project management would require approximately 400 and 600 staff hours, respectively. From FY16 through FY21, staff estimates TIGER Grant administration, project management, and construction engineering would require 1,800 to 2,000 hours annually.

The Public Works Department does not have the existing resources to fully staff the needs for the TIGER Grant. An additional Civil Engineer III would be needed for the duration of the grant (FY15 through FY21). The staffing ordinance amendment for the additional engineer is scheduled for Council action at the January 20, 2015, Council meeting. If approved, it would take the Public Works Department approximately 60 to 90 days to fill the position. In the interim, Public Works would try to hire a temporary engineer to help bridge the staffing need from now to the point when the new engineer starts work. The new full-time Civil Engineer position would end in FY21 when all construction activities have been completed on the TIGER Grant.

As lead agency, City staff would provide grant administration and project management for all five projects. The City's partners would not reimburse the City for those services.

This is consistent with past practices. Champaign was the lead agency for the Curtis Road and Windsor Road improvement projects. CUMTD was lead agency for the TIGER Grant application and re-applications. The University provided significant staff resources to obtain the UC2B grant and the construction of the UC2B Project. Urbana is the lead agency for the Olympian Drive Project. In all cases, the entity provided staff time for grant administration (when applicable) and project management without reimbursement from its partners.

Prepared by:

Dennis J. Schmidt, P.E.
Public Works Director

Attachments: Exhibit A – MCORE Project Location Map

COUNCIL BILL NO. 2014-

A RESOLUTION
APPROVING THE INTERGOVERNMENTAL AGREEMENT
REGARDING TIGER GRANT WITH UNIVERSITY OF ILLINOIS, THE CITY OF
URBANA, THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
AND THE CITY OF CHAMPAIGN

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

Section 1. That the Agreement attached hereto entitled "Intergovernmental Agreement
TIGER Grant Champaign-Urbana Multimodal Corridor Enhancement" is hereby approved.

Section 2. That the City Manager, or the City Manager's designee, is hereby authorized
to execute the Agreement approved in Section 1 in substantially the same form as attached hereto
and the City Manager and Public Works Director are hereby authorized to take such steps as the
Agreement requires to complete the projects outlined in the Agreement.

COUNCIL BILL NO. 2014-

PASSED:

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

*See pg 18
for signatures*