

**RESOLUTION NO. 2017-05-035R**

**RESOLUTION APPROVING AN AGREEMENT WITH  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

**(Lincoln Avenue Improvement from south of  
Killarney Street to north of West Saline Court)**

**WHEREAS**, the City of Urbana, Illinois (the "City") is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section of the Illinois Constitution of 1970; and

**WHEREAS**, Urbana has the power and authority pursuant to the Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into and execute agreements with other units of government; and

**WHEREAS**, the Illinois Department of Transportation ("IDOT") has agreed to provide certain funds to improve North Lincoln Avenue from south of Killarney Street to north of West Saline Court).

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

**Section 1.**

The agreement between the City of Illinois and the Illinois Department of Transportation shall be and hereby is approved in substantially the form and substance as the exhibit appended hereto and made a part hereof.

**Section 2.**

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute on behalf of the City of Urbana, Illinois and deliver to the City Clerk of the City of Urbana, Illinois, for attestation the said agreement in substantially the form and substance of the exhibit appended hereto and made a part hereof.

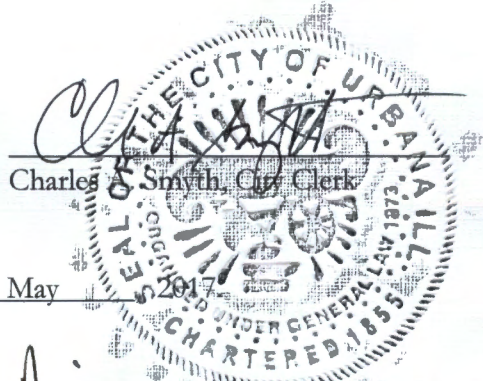
**PASSED BY THE CITY COUNCIL** this 15<sup>th</sup> day of May, 2017.

**AYES:** Ammons, Brown, Hazen, Jakobsson, Miller, Roberts, Wu

**NAYS:**

**ABSENT:**

**ABSTAINED:**



Charles C. Smyth, City Clerk

APPROVED BY THE MAYOR this 17<sup>th</sup> day of May 2017

*Diane Wolfe Marlin*

Diane Wolfe Marlin, Mayor

**CITY of URBANA**  
(Champaign County)

FAU Route 7177 (North Lincoln Avenue)  
CITY Section 16-00576-00-RS  
County Champaign  
Job No. C-95-048-17  
Agreement No. JN 517009  
Contract No. 70C91

**AGREEMENT**

This agreement entered into this 15<sup>th</sup> day of May, A.D., 2017, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY of URBANA, of the State of Illinois, hereinafter called the CITY.

**WITNESSETH:**

WHEREAS, the CITY in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving FAU 7177 (Lincoln Avenue) From South of Killarney Street to north of West Saline Court; and

WHEREAS, the CITY has coordinated with the STATE for a mill and inlay of FAU 7177 through the STATE Jurisdiction and Maintenance Limits;

WHEREAS, the STATE is willing to participate in the CITY initiated project by contributing funds up to a maximum amount of \$200,000 for the portion of the project under STATE Jurisdiction;

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CITY agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering observation during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The CITY will provide the plans and specifications to the STATE for review and approval. Plans and Specifications shall prepared in accordance with the Standard Specifications and BLR Manual as appropriate. Once the STATE has approved the Plans and Specifications the City may advertise, let, and award the project.
3. The CITY agrees to have their engineering representatives inspect document, and certify that all work is reasonably completed in accordance with the STATE Specifications. Certification will be included with the final request for payment.
4. At the completion of the contract work but prior to the final payment to the contractor, the CITY will schedule a final field inspection. The final inspection will be at a time mutually agreed upon by the CITY and the STATE.
5. The STATE agrees to pay the CITY a lump sum up to a maximum amount of \$200,000 as reimbursement for work on FAU 7177 (Lincoln Avenue) From the South Radius of the



Eastbound on ramp to the north up to the North Radius return of the Westbound on Ramp. A maximum of \$30,000 of the total \$200,000 can be used for engineering costs.

6. At the completion of the project the CITY will submit an invoice to the Regional Engineer R3/D5 of this office for all work completed in the limits of the STATE's Jurisdiction for reimbursement. The invoice shall include supporting documentation such as a final pay estimate for the contractor. Proof of payment in the form of either canceled checks or an affidavit from the vendor shall also be provided.
7. The CITY shall maintain, for a minimum of 5 years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the Project shall be available for review and audit by the Auditor General and other State auditors and the CITY agrees to cooperate fully with an audit conducted by the Auditor General and other State Auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. The CITY certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
9. The CITY agrees to comply with all applicable Equal Employment Opportunity and non-discrimination regulations included in the bid documents.
10. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The CITY agrees to cause its utilities installed on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
12. Upon final field inspection of the improvement and so long as FAU 7177 (Lincoln Avenue) from Westbound Ramp to Eastbound Ramp is used as a State Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the median and the left-turn lanes, and the curb and gutter adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
13. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE.

14. The CITY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CITY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as deemed appropriate.
15. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
16. The number attached to this form is the CITY's correct taxpayer identification number, and
17. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
18. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
19. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

\_\_\_\_\_  
CITY of URBANA

Mayor: *Diane Wolfe Marlin*  
Diane Wolfe Marlin

Date: 5/17/2017

Attest City Clerk *Charles A. Smyth*  
Charles A. Smyth

Date: 5/16/2017

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

*Priscilla A. Tobias* <sup>2</sup>  
Priscilla A. Tobias, P.E.  
Director, Office of Program Development

*Randall S. Blankenhorn* <sup>2</sup>  
Randall S. Blankenhorn  
Secretary

Date: 5/30/17

By: *Priscilla A. Tobias* 6-1-17  
Priscilla A. Tobias, P.E.  
Director, Office of Program Development

Agreement No. JN 517009  
Job No. C 95-048-17

## TIN CERTIFICATION

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a) the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the COMPANY, that the COMPANY is no longer subject to back-up withholding, and
3. The COMPANY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien).

**Taxpayer Identification Number: 37-6000524**

### Legal Status

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Government   |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy (Non Corp.)  |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                   |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company ( select applicable tax classification) |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> D= Disregarded entity   |
|   | <input type="checkbox"/> C= Corporation  |
|   | <input type="checkbox"/> P= Partnership  |



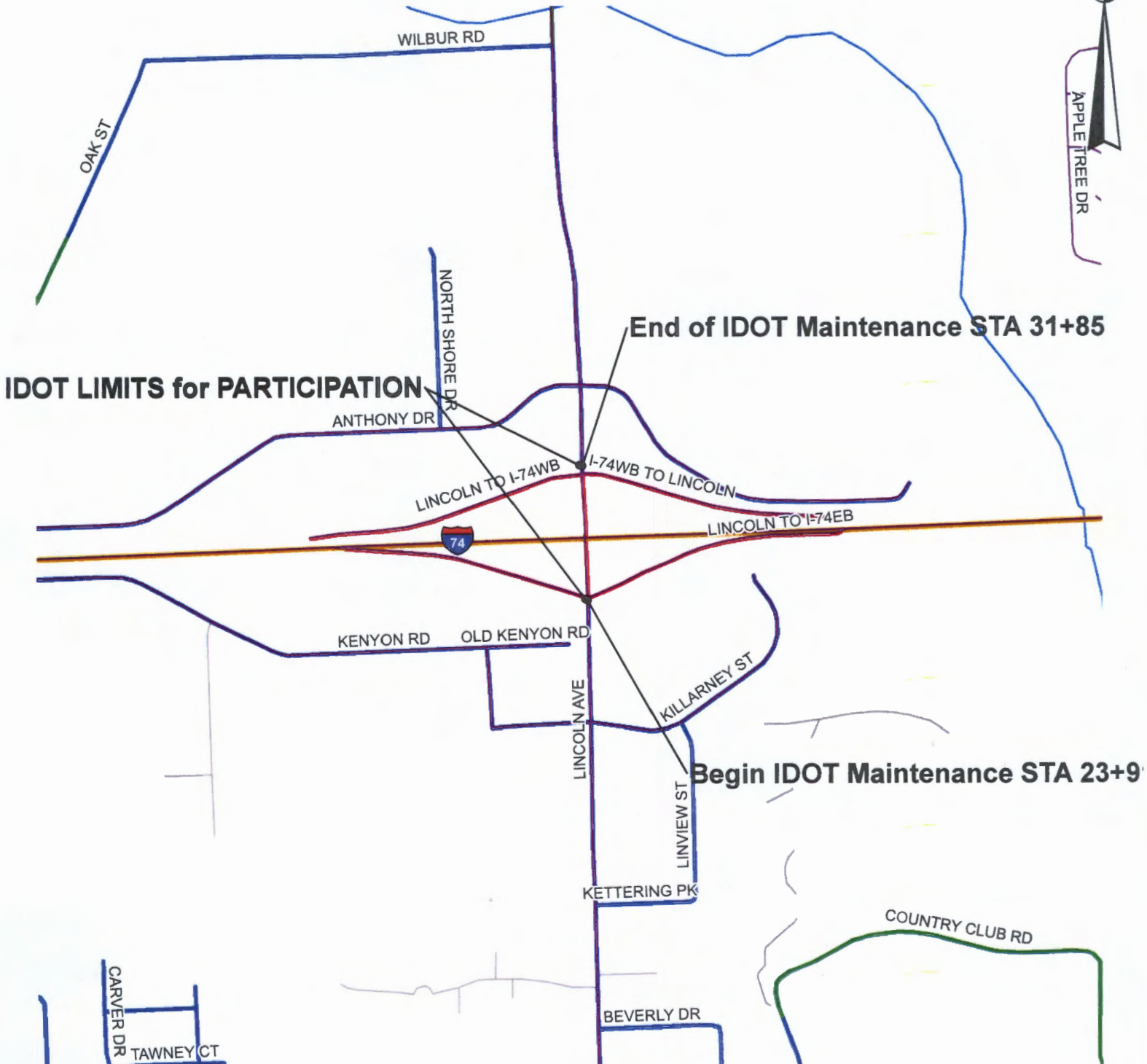


Resolution No. 2017-05-035R

# Illinois Department of Transportation LOCATION MAP

FAU 7177 North Lincoln Ave  
City Section 16-00576-00-RS  
Job No C 95-048-17  
Agreement No JN 517009  
Contract No 70C91

N





**Illinois Department of Transportation**

**Resolution for Improvement by Municipality Under the Illinois Highway Code (N. Lincoln Avenue Resurfacing Project)**

BE IT RESOLVED, by the Council of the \_\_\_\_\_ of the \_\_\_\_\_ Council or President and Board of Trustees  
 City of Urbana Illinois  
 City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Lincoln Avenue	FAU 7177	south of Killarney Street	just north of Saline Court

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of milling and resurfacing; pavement patching; curb and gutter removal and replacement; curb ramp removal and replacement; pavement markings; material testing services; and other miscellaneous work.

\_\_\_\_\_ and shall be constructed varies wide  
 and be designated as Section 16-00576-00-RS

2. That there is hereby appropriated the (additional  Yes  No) sum of One million four hundred thousand  
 Dollars ( \$1,400,000.00 ) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract; and,  
 Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved  
033117  
 Date  
 Department of Transportation  
  
 Regional Engineer

I, Phyllis D. Clark Clerk in and for the  
 City of Urbana  
 City, Town or Village  
 County of Champaign, hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the Council  
 Council or President and Board of Trustees  
 at a meeting on March 20, 2017  
 Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
23rd day of March, 2017  
 (SEAL)   
 City, Town, or Village Clerk



## CERTIFICATE

I, Glenda F. Robertson, duly Appointed, fully Qualified, and Deputy City Clerk of the City of Champaign, County of Champaign, State of Illinois, do hereby certify that the attached is a true and correct copy of Council Bill No. 2017-086 “A Resolution Approving an Agreement with the Illinois Department of Transportation for Improvements to Neil Street from Anthony Drive to Edgebrook Drive (Public Works Department – IDOT)”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Champaign, County of Champaign, State of Illinois this, 5<sup>th</sup> day of May, 2017.



Glenda F. Robertson  
Deputy City Clerk

SEAL



A RESOLUTION

APPROVING AN AGREEMENT WITH THE  
ILLINOIS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO  
NEIL STREET FROM ANTHONY DRIVE TO EDGEBROOK DRIVE  
(Public Works Department – IDOT)

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

**Section 1.** That an Agreement, in the estimated amount of Thirty-Six Thousand, Eight Hundred Dollars and No Cents (\$36,800), between the City and Illinois Department of Transportation for roadway improvements to Neil Street, from Anthony Drive to Edgebrook Drive, a copy of which is attached hereto, is approved.

**Section 2.** That the City Manager is hereby authorized to execute the Agreement in substantially the same form as approved in Section 1.


**Section 3.** That Capital Improvement Funds, in the amount of Thirty-Six Thousand, Eight Hundred Dollars and No Cents (\$36,800), plus an additional Three Thousand, Six Hundred Eighty Dollars and No Cents (\$3,680) bid contingency, for a total amount of Forty Thousand, Four Hundred Eighty Dollars and No Cents (\$40,480), are appropriated for the Agreement approved in Section 1.

**Section 4.** That the City Clerk is hereby directed to transmit four (4) certified copies of the Resolution and four (4) fully executed copies of the Agreement to the City Engineer.

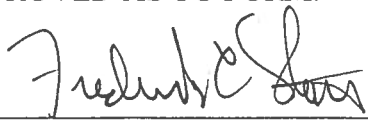
COUNCIL BILL NO. 2017- 086

PASSED: April 18, 2017

APPROVED:   
Mayor

ATTEST:   
Deputy City Clerk

APPROVED AS TO FORM:

  
City Attorney