



MEMORANDUM

TO: Mayor Laurel L. Prussing and Members of the City Council

FROM: William R. Gray, Public Works Director
Craig E. Shonkwiler, Civil Engineer

DATE: February 8, 2011

RE: High Cross Road Multi-use Path
Windsor Road to 1901 South High Cross Road
Local Agency Agreement for Federal Participation

Introduction

A multi-use path is proposed along the west side of High Cross Road (Illinois Route 130) from Windsor Road north for 3,340 feet to the entrance of the Po' Boys Restaurant and Sports Complex (1901 South High Cross Road).

Proposed Improvements

The proposed improvements consist of constructing a separated multi-use path that will run mostly in an easement parallel to the west side of High Cross Road. At certain locations, such as at intersection crossings and a portion of the path north of Stone Creek Boulevard, the multi-use path will be located within the High Cross Road right-of-way. The multi-use path will be an eight foot wide path with two foot earth shoulders. The project will also include the installation of a 75' long x 12' wide steel truss pedestrian bridge across a drainage ditch adjacent to the Po'Boys Restaurant and Sports Complex. The path surface will be primarily hot-mix asphalt with some sections of Portland Cement Concrete at select locations.

Project Purpose

The project will directly connect the Stone Creek subdivision, the Water's Edge subdivision, and the Po' Boys Restaurant and Sports Complex. The path will also connect with the recently constructed Windsor Road multi-use path and the existing Stone Creek Boulevard multi-use path. The project is the first phase of a multi-use path that will ultimately extend to the High Cross Road/US Route 150 intersection.

The project is included in Urbana's Bicycle Master Plan and the regional Champaign County Greenways and Trails Plan.

ITEP Grant

On June 5, 2006 the city was awarded an Illinois Transportation Enhancement Program (ITEP) federal grant for the not to exceed amount of \$558,000. Under the ITEP grant, 80% of the construction costs are eligible for reimbursement.

FISCAL IMPACTS

The project is designed and the contract will be administered by City of Urbana personnel; therefore, there will be staff impacts for project monitoring and contract execution. The pedestrian steel truss bridge will be designed by ESCA Consultants, Inc., Urbana. ESCA will also provide some assistance with the construction observation of the bridge.

The total project cost is estimated at \$934,000. As outlined in the joint agreement, the federal funding share for the estimated \$700,000 construction cost is not to exceed \$558,000. The balance of the construction cost, land acquisition costs and material testing costs will be funded using Motor Fuel Tax (E09) funds. The MFT resolution is for \$340,000 which includes cost contingences. City Capital Replacement and Improvement funds (A09) will be used to fund consulting engineering expenses, property title searches, property appraisals and property review appraisals, and those costs are estimated at \$36,000.

Staff has reviewed the cost breakdowns and finds them satisfactory. Please note that these costs are estimates and may increase or decrease dependant on actual bid prices and construction change orders. Sufficient funds are being appropriated to allow for reasonable contingencies.

RECOMMENDATION

It is recommended that the City Council approve the following resolutions:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (High Cross Road Multi-Use Path – Windsor Road to 1901 South High Cross Road).
This Resolution authorizes the Mayor and City Clerk to execute and deliver the agreement (attached) on behalf of the City of Urbana.
2. A RESOLUTION PROVIDING FOR THE CONSTRUCTION OF HIGH CROSS ROAD MULTI-USE PATH (Windsor Road to 1901 South High Cross Road).
This Resolution sets the amount and how the funds are to be paid for the City's share of the project.
3. A RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE (High Cross Road Multi-Use Path – Windsor Road to 1901 South High Cross Road).
This Resolution appropriates the use of Motor Fuel Tax (MFT) funds to pay for the City's share of the project.



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Urbana, City of	State Contract X	Day Labor	Local Contract	RR Force Account
Section 05-00416-00-BT	Fund Type STE	ITEP Number 502009		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-312-09	TE-00D5(087)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name High Cross Road Route FAP 808 Length 0.63 mile
 Termini Windsor Road north for 3,340 feet (Po' Boys entrance)

Current Jurisdiction State of Illinois / City of Urbana Existing Structure No _____

Project Description

Construction of bike trail along west side of Route 130

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	558,000	(*)		()	142,000	(Bal)	700,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 558,000		\$		\$ 142,000		\$ 700,000

*80% STE funds NTE \$558,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Number 2 State/City Intergovernmental Agreement

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Laurel Lunt Prussing

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
376000524 conducting business as a Governmental
Entity.

DUNS Number _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
CITY OF URBANA
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This Agreement is entered into by and between City of Urbana, a public body, corporate and politic of the State of Illinois with principal offices at 706 South Glover Ave., Urbana, IL 61801, hereinafter "Local Highway Authority," and the Illinois Department of Transportation a public body, corporate and politic of the State of Illinois, with principal offices at Springfield, Illinois, hereinafter "Department."

WHEREAS, the General Assembly has found there is an urgent need for safe bikeways for the use of both children and adults for transportation, healthy exercise and recreation (605 ILCS 30/1 et seq.);

WHEREAS, the Local Highway Authority has a desire to provide for bikeways;

WHEREAS, the Department is willing to provide suitable access to Department highway right of way for the purpose of the Local Highway Authority's construction and maintenance of bikeways upon the Department's highway right of way;

WHEREAS, the Intergovernmental Cooperation Act and the Constitution of the State of Illinois permits the State of Illinois and governmental agencies to cooperate together in the performance of their responsibilities by contract and other agreements (5 ILCS 220/1 et seq.);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the above name parties do hereby enter into this Agreement as follows:

1. LOCAL HIGHWAY AUTHORITY RESPONSIBILITIES

The Local Highway Authority will construct and maintain bikeway(s) on the Department's right of way, more fully described in the attached Exhibit A, and as approved by the Department. The Local Highway Authority shall submit all plans to the Department and must seek and receive the appropriate approval from the Department for all aspects of the proposed bikeway(s). The Local Highway Authority shall be responsible for all costs associated with the bikeway including but not limited to associated drainage work, engineering, construction, insurance and maintenance of the bikeway.

To ensure the safety of the motoring public the Local Highway Authority shall maintain the existing access of the adjoining properties to all state and local roads.

The Local Highway Authority shall maintain, inspect and replace , if necessary, any bridges, pavement, or structures located on the right of way. The Local Highway Authority shall submit all plans to the Department and must seek and receive the

appropriate approval from the Department for the maintenance and replacement of any structures and/or bridges.

2. DEPARTMENT RESPONSIBILITIES

The Department will cooperate with the Local Highway Authority in the identification of appropriate right of way for the use of bikeways. The Department will assist the Local Highway Authority with application and approval of the proposed bikeway(s).

3. COMPENSATION

Neither the Department nor the Local Highway Authority will receive any compensation from the other for the access to the Department's highway right of way.

4. INSURANCE

Both parties to this Agreement are self-insured as it regards liabilities that may arise out of the performance of this Agreement. If the Local Highway Authority is no longer self insured the Local Highway Authority shall notify the Department and shall maintain minimum insurance of \$2,000,000.00

During the construction and maintenance of the bikeway the Local Highway Authority, its contractors and subcontractors shall obtain and keep in force all required insurance coverages as provided by insurance companies acceptable to the Department as required by the Standard Specifications for Road and Bridge Construction Article 107.27(as amended).

5. INDEMNIFICATION

The Local Highway Authority agrees to hold harmless and indemnify the Department and its officials, employees, assign, agents, contractors, subcontractors and volunteers, from any and all losses, expenses, damages (including loss of use), suits, demands and claims of any kind, known or unknown, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the bikeway's presence on the Department's right of way, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Department and its officials, employees and agents in connection therewith.

The Local Highway Authority agrees to hold harmless the Department, its employees, assigns, agents, contractors, and subcontractors from any claims, losses, damages, and injuries caused by the maintenance of or improvements to the Department's highway facilities located on or adjacent to the Local Highway Authority's bikeway.

6. TERM

This Agreement shall become effective on execution by the parties.

7. TERMINATION

A. Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements. Notice to the other party of breach must

be in writing. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.

- B. The Local Highway Authority shall at its expense remove all improvements and structures to the Department's right of way within thirty (30) days of the date of termination of this Agreement.
- C. Should the Department determine that any portion of the highway right of way is required for highway operating purposes the Local Highway Authority shall vacate that portion of the right of way within thirty (30) days of receipt of notice to vacate.

8. NOTICES

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight carrier service to the persons listed below. A notice shall be deemed to have been given when received by the Department at: Illinois Department of Transportation, Deputy Director of Highways, Joseph E. Crowe, 13473 IL Hwy 133 West, Paris, Illinois 61944 and Public Works Director, 706 South Glover Ave., Urbana, Illinois 61801 or to such other address or addresses as wither party may from time to time designate to the other by written notice.

9. General Provisions

- A. The Local Highway Authority agrees to comply with all applicable federal and State nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. The Local Highway Authority and the Department shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, handicap unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.
- B. The Local Highway Authority agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority.
- C. Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other.
- D. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- E. Information provided by either party to the other shall be treated as confidential, to the extent permitted by law.
- F. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

- G. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

All commitments by the Local Highway Authority under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the Local Highway Authority.

- H. In the event of any litigation arising in connection with this Agreement, the Local Highway Authority and the Department agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- I. This Agreement may not be assigned by either party without the prior written consent of the other party.
- J. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Department or the Local Highway Authority unless reduced to writing and duly executed by both parties.
- K. The Local Highway Authority accepts the Department's right of way "as is". The Department makes no warranties as to the condition and suitability of the right of way.
- L. The Local Highway Authority shall not enter into any leases, utility agreements, or issue any permits or otherwise allow the installation or construction of utilities upon or under the right of way without express written permission of the Department.
- M. The Department reserves the right to enter upon, view, inspect, and interrupt the bikeways activities within, the Local Highway Authority's bikeways area for the purposes of making highway improvement and highway maintenance. The Department shall give the Local Highway Authority one (1) day notice of the Department's intent to enter upon the area except when necessary in cases of an emergency. Upon completion of any work in the Local Highway Authority's area the Department, at its expense, shall be responsible for restoring the area to a condition similar to or equal to that existing before the commencement of the work.
- N. This Agreement shall provide the Local Highway Authority with a permitted use for the Local Highway Authority to operate a bikeway over the Department's right of way and shall not act as a transfer of the Department's interest in the right of way.

Approval and Effective Date

This agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

Local Highway Authority

By: _____

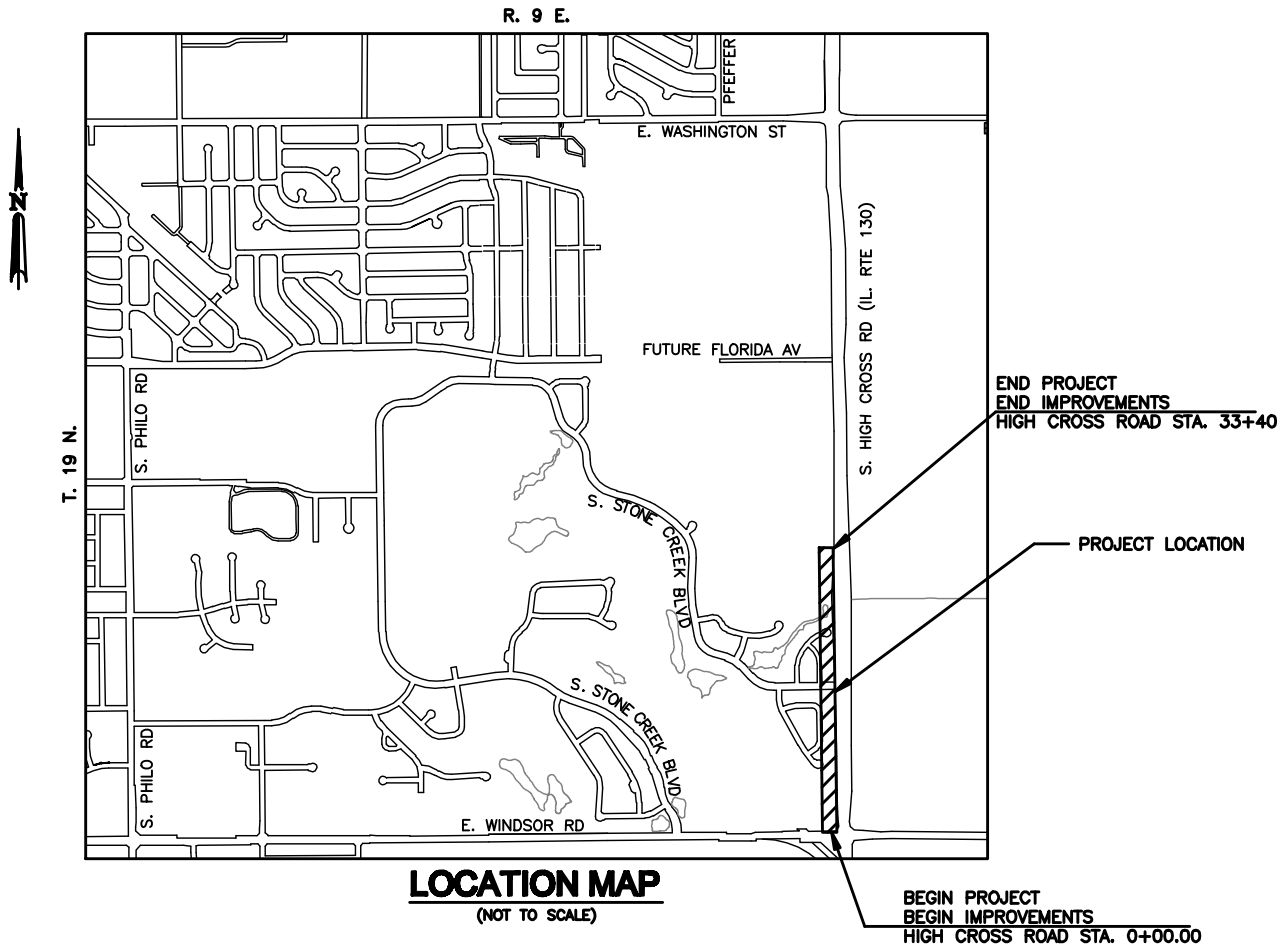
Date: _____

Illinois Department of Transportation

By: _____
Regional Engineer

Date: _____

HIGH CROSS ROAD MULTI-USE PATH



TOTAL LENGTH OF PROJECT = 3,340 FEET = 0.63 MILES
 TOTAL LENGTH OF IMPROVEMENT = 3,340 FEET = 0.63 MILES

RESOLUTION NO. 2011-02-001

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

(High Cross Road Multi-use Path - Windsor Road to 1901 South High Cross Road)

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

Section 1. That an agreement by and between the City of Urbana, Illinois, and the Illinois Department of Transportation, in the form of the copy of said Agreement attached hereto and hereby incorporated, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____, 2011.

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2011.

Laurel Lunt Prussing, Mayor