



MEMORANDUM

TO: Mayor Laurel L. Prussing and Members of the City Council
FROM: Gale L. Jamison, Assistant City Engineer
William R. Gray, Public Works Director
DATE: March 3, 2010
RE: Cunningham Avenue (US 45) and Kerr Avenue Traffic Signal Modernization

INTRODUCTION

In order to facilitate the free flow of traffic and insure safety to the motoring public, the State of Illinois desires to modernize the traffic signals at the intersection of Cunningham Avenue and Kerr Avenue and to interconnect the traffic signals from the University Avenue intersection to the Perkins Road intersection.

FISCAL IMPACTS

This project is being totally designed and the contract administered by the Illinois Department of Transportation. Therefore, there will be minimal staff impacts for project monitoring.

As outlined in the agreement, City of Urbana's share of the estimated \$186,300 project cost would be 10% of the signal and interconnect construction cost plus 15% for preliminary and construction engineering plus 25% for contingency, not to exceed \$21,562. Additionally, the City has requested that the State include new highway lighting and emergency pre-emption equipment at the Cunningham Avenue and Kerr Avenue intersection. The estimated costs for those additions items, including preliminary and construction engineering, are estimated to be on the order of \$13,800. The total estimated cost to the City for the improvements is on the order of \$35,362. The State of Illinois will be responsible for the remainder of the project costs.

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.

ISSUES AND DISCUSSION

The attached City-State Agreement requires two resolutions be passed by the City Council. They are as follows:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION.

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 APPROPRIATING FUNDS FOR THE MODERNIZATION OF TRAFFIC SIGNALS AT CUNNINGHAM AVENUE (FAP ROUTE 800, US 45) AND KERR AVENUE

This Resolution sets the amount and how the funds are to be paid for the City's share of the project.

It is proposed that the City's share of the signal modernization be funded from Tax Increment Financing District (TIF) 4. Because the project was not anticipated during the preparation of the TIF 4 FY 2010 Budget, Council passage of the following budget amendment ordinance is required.

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE (KERR AVENUE AND CUNNINGHAM AVENUE SIGNAL)

RECOMMENDATION

It is recommended that the City Council approve the attached resolutions and ordinance as presented herein.

RESOLUTION NO. 2010-03-003R

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

(Cunningham Avenue(FAP Route 800, US 45)and Kerr Avenue)

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, the City of Champaign, 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 _____, 2010.

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2010.

Laurel Lunt Prussing, Mayor

CITY of URBANA
(Champaign County)

FAP Route 800 (US Route 45)
Cunningham Ave
Section (28X)TS
CITY Section 10-00490-00-TL
County Champaign
Job No. C-95-024-08
Agreement No. JN 510 017
Contract No. 70735

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 20____, 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 STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving the signal on FAP Route 800 US Route 45 known as Cunningham Ave, State Section (28X)TS, CITY Section 10-00490-00-TL modernizing traffic signals at the US Route 45 intersection with Cunningham Ave and Kerr Ave., and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is requesting the installation of emergency services Pre-emption detection at this intersection and will participate in the installation of said equipment;

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 STATE agrees to make the surveys, obtain all necessary rights-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	<u>STATE RESPONSIBILITY</u>		<u>CITY RESPONSIBILITY</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
Traffic signals at Cunningham Ave and Kerr Ave	\$ 135,000	90	\$ 15,000	10	\$ 150,000
Lighting on Mast Arms	N/ A	N/A	\$ 6,000	100	\$ 6,000
Pre-emption for Traffic Signals	N/A	N/A	\$ 6,000	100	\$ 6,000
Sub Total	\$ 135,000		\$ 27,000		\$ 162,000
P&C Engr. 15%	\$ 20,250		\$ 4,050		\$ 24,300
Total	\$ 155,250		\$ 31,050		\$ 186,300

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals shown above shall not exceed \$21,562 which represents 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
5. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
6. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit A" proves to be insufficient, to cover said cost.
7. The CITY shall maintain, for a minimum of 3 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 agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
9. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 45 (Cunningham Ave) without the consent of the STATE.
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. All CITY owned utilities, on STATE right-of-way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right-of-way of the Illinois State Highway System." (92 Ill. Adm. Code 530)
13. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
14. Upon final field inspection of the improvement and so long as Cunningham Ave is used as a State Highway, the STATE agrees to maintain or cause to be maintained the two through traffic lanes lying on either side of the center left-turn lanes, each lane being 12 feet in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
15. 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, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids, plus structural failures to a maximum length of 3.66 meters (12 feet) between adjacent manholes. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.
16. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US Route 45. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.

17. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on November 7, 2001.
18. Upon acceptance by the STATE of the work proposed herein on existing signals, the responsibility for maintenance and energy shall continue to be as outlined in the aforementioned Master Agreement.
19. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The CITY agrees to pay their proportionate share of this cost as billed by the local power company.
20. 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.
21. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
22. 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 any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
23. 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.
24. 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.

_____ of _____

By: _____

TITLE: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Joseph E. Crowe, P. E.
Deputy Director of Highways,
Region Three Engineer

Date: _____

