



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ADMINISTRATION

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: William R. Gray, P.E.
DATE: September 18, 2014
**RE: A RESOLUTION APPROVING AN AGREEMENT FOR REIMBURSABLE
UTILITY ADJUSTMENT WITH AMEREN ILLINOIS COMPANY, D/B/A
AMEREN ILLINOIS (Olympian Drive Improvement at Duncan Road)**

Introduction

The City of Urbana is the lead agency for the two Olympian Drive Projects in the cities of Champaign and Urbana and Champaign County per an intergovernmental agreement. At the west end of Olympian Drive is a short segment of pavement extending .3 miles to the Duncan Road intersection that is slated for construction next calendar year. (See attached aerial map.) This work is identified as Project C. The design is complete and land acquisition discussions have commenced with adjacent property owners to acquire right-of-way. Another component to this improvement is the need to relocate an existing Ameren power line along Duncan Road that is in conflict with the proposed roadway improvements. Attached please find an agreement that requires payment to Ameren to relocate this line in the amount of \$14,452.73.

Fiscal Impact

This project is 100% funded by State Illinois Jobs Now funds and Federal Surface Transportation Program funds. There is no city or county funding required for this utility relocation work.

Recommendation

It is recommended that a Resolution Approving an Agreement for Reimbursable Utility Adjustment with Ameren Illinois Company, D/B/A Ameren Illinois be approved.

Attachments: Resolution
Agreement
Location Map

RESOLUTION NO. 2014-09-048R

A RESOLUTION APPROVING AN AGREEMENT FOR REIMBURSABLE UTILITY
ADJUSTMENT WITH AMEREN ILLINOIS COMPANY, D/B/A AMEREN ILLINOIS
(Olympian Drive Improvement at Duncan Road)

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

Section 1.

An Agreement for Reimbursable Utility Adjustment between the City of Urbana,
Illinois, and Ameren Illinois Company, d/b/a Ameren Illinois, in
substantially the form of the copy of said Agreement attached hereto and
hereby incorporated by reference, be and the same is hereby authorized and
approved.

Section 2.

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 _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

Agreement No. **UT515001**
Job No. **C-95-321-12**

AGREEMENT FOR REIMBURSABLE UTILITY ADJUSTMENT

Route	FAP 813	Agreement No.	UT515001
Section	11-00290-00-PV	Contract No.	91469
County	CHAMPAIGN	Job No.	C-95-321-12

THIS AGREEMENT, entered into by and between the CITY OF URBANA, acting by and through its Public Work Department, hereinafter referred to as the CITY; and **Ameren Illinois Company d/b/a Ameren Illinois**, hereinafter referred to as the "COMPANY",

WITNESSETH

WHEREAS, in the interest of public safety and convenience, the CITY is desirous of improving **FAP** Route **813**, marked **OLYMPIAN DRIVE**, from **OLYMPIAN DRIVE** to **DUNCAN ROAD**, hereinafter referred to as PROJECT, by making certain improvements which include: **NEW ROADWAY**; and

WHEREAS, the CITY has determined that certain adjustments must be made to a portion(s) of the COMPANY's existing facility located within the limits of and necessitated by the project including **along Duncan Road**; and

WHEREAS, the COMPANY has documented that its right to occupy property in the area of required adjustments precedes those of the CITY and the costs associated with said adjustments are reimbursable in accordance with CITY policy; and

WHEREAS, the COMPANY desires to cooperate with the CITY in the adjustment of said facility.

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

1. All aspects of this utility adjustment shall be in accordance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 645A&B (23 CFR 645A&B).
2. This Agreement is subject to all terms contained in the "General Provisions for Utility Adjustment Agreements" attached hereto and made a part hereof.
3. All COMPANY facilities to be relocated upon CITY right of way will be in accordance with the "Accommodation of Utilities on Right of Way of the Illinois State Highway System" (92 ILL. ADM. CODE 530) and the COMPANY will obtain from the CITY an approved permit prior to starting any work.
4. The plans, specifications and estimates as submitted for the adjusted facility are approved and no changes to these plans, specifications and estimates shall be made by the COMPANY without the written consent of the CITY.

5. The total estimated cost of adjustments to the COMPANY's facilities, as hereinabove submitted is \$ **14,452.73** as shown on the detailed estimate of cost attached hereto and made a part hereof. The proportionate shares of this cost are as follows:

CITY Liability	100 % =	\$ 14,452.73
COMPANY Liability (Betterment)	0 % =	\$ 0
COMPANY Liability (other than Betterment)	0 % =	\$ 0
 TOTAL	 100 % =	 \$ 14,452.73

This liability of cost ratio is based upon **utility has a prior right to occupy proposed city ROW.**

Reimbursement for the cost of CITY's liability will be on the basis of **actual cost**. It is the intent of the CITY, that all or a portion of the costs of adjustments to the COMPANY's facilities will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the STATE. This provision in no way constitutes an obligation of the STATE to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

6. Unless this Agreement provides for one lump-sum invoice at the conclusion of the work, the COMPANY may submit progress billings for costs incurred. Progress billings may be submitted at intervals not less than monthly. These progressive invoices shall not be for amounts less than five hundred dollars (\$500.00) and may be based on an estimated percentage of the work completed. The COMPANY shall provide a final and complete billing of all costs incurred, or of the agreed lump-sum, within 60 days after completion of the work. Progress and final billings will be paid after acceptance by the CITY. (Acceptance is the determination that the terms of the Agreement have been met and that the work covered by the billing is complete and acceptable.) All billings in excess of estimated costs are subject to verification and acceptance. Billings in excess of the estimated cost of adjustments to the COMPANY's facilities as provided in Paragraph 5 of this Agreement which are based upon or caused by COMPANY deviation from the approved plans, specifications and estimates made without the prior written approval, as provided in this Agreement, may not be accepted or paid by the City. Notwithstanding written approval of changes to the approved plans, specifications and estimates as provided, any billings in excess of the estimated costs shown in Section 5 are subject to a duly executed change authorization approval and shall not be deemed accepted until approved by the Engineer of Design and Environment. As provided by the CITY Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered to be the date of the change authorization approval. All billings shall contain detailed information to support the amount or amounts sought to be collected from the City.

If the parties hereto have agreed to Lump Sum Basis Reimbursement in Section 5, the CITY, upon acceptance of the final bill (to be submitted in sets of four) and verification of the completed work, shall pay to the COMPANY 100% of the amount agreed upon as CITY liability in Section 5 above less any previous partial payments.

This Agreement is subject to audit by the STATE. In the event of an audit, the final costs between the COMPANY and CITY shall be based upon the audit findings. Prior to the completion of the audit, the payment obligation of the CITY shall be limited to the estimated cost stated in this Agreement plus those additional costs approved in a change authorization. In cases where a change authorization is not processed, and final

payment will be made based on the final audit, the CITY will pay up to the dollar amount stated in the Agreement. If the audit reveals that the COMPANY owes the CITY money, the CITY will issue an accounts receivable invoice to recover the audit findings. However, if the CITY owes additional monies to the COMPANY; the CITY will use the audit report to increase the cost stated in the Agreement. The COMPANY, upon receipt of the final audit report will submit an invoice for the monies due. As provided by the CITY Prompt Payment Act, 30 ILCS 540, and the rules adopted in accordance with the Act, the date of acceptance shall be considered the date the CITY receives the COMPANY's invoice based on the final audit.

The COMPANY shall maintain, for a minimum of 5 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 other CITY Auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other CITY Auditors, 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 CITY for the recovery of any funds paid by the CITY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

7. The COMPANY's work herein contemplated shall be subject to all appropriate Federal and State laws, rules, regulations, orders and approvals pertaining to all Agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general as well as all those pertaining to nondiscrimination equal, employment opportunity and the Buy America provisions.

8. COMPANY work covered by this Agreement shall not be performed without written authorization to proceed from the CITY Public Works Department. Any work performed prior to this authorization is considered non-reimbursable and will be the sole liability of the COMPANY.

9. Upon authorization to proceed, the COMPANY will commence its work without delay and proceed to completion expeditiously so as not to adversely impact the CITY'S PROJECT.

10. The estimated number of working days required by the COMPANY to complete the work covered under this Agreement is **30 days**, and the estimated completion date is **June 1, 2015**.

11. The COMPANY's work shall be accomplished by the most cost effective means available.

If, at the time of authorization, the COMPANY is unable to perform the required work with its own forces, the CITY approves the use of contract forces to carry out the work herein agreed to.

Contract work not performed under a continuing contract of the COMPANY, shall be let by the COMPANY using competitive bidding and the contract awarded to the lowest qualified bidder. The CITY shall be advised of the selection.

12. At the time this Agreement was executed, there were funds available for the PROJECT; however, obligations assumed by the CITY under this Agreement shall

cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the PROJECT.

13. This Agreement is a reimbursable utility adjustment and is not required to contain the certification requirements concerning interference with public contracting (720 ILCS 5/33E-1) nor the Article 50 certifications and disclosures contained in the Illinois Procurement Code (30 ILCS 500).

14. The COMPANY shall indemnify, save harmless, and defend the CITY, its officers, agents, employees and servants against all claims, losses, damage, or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work on the utility adjustment, which may arise in connection with the work to be performed by the COMPANY or any contractor it may hire pursuant to this Agreement. The COMPANY shall not be obligated to indemnify and save harmless the CITY from liability for injury or death proximately caused by negligence of an employee, agent or servant of the CITY.

15. The COMPANY was hereby requested by the CITY, to perform the necessary preliminary engineering to develop a relocation plan and estimate for the project, and authorized to accrue reimbursable preliminary engineering costs beginning on January 21, 2014. The COMPANY hereby agrees to not invoice the CITY until such time this agreement is fully executed.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers as of the dates below indicated.

COMPANY: **Ameren Illinois Company d/b/a Ameren Illinois**

Accepted By: _____
Dennis W. Weisenborn, Vice President

Date: _____

CITY OF URBANA

By: _____
Laurel Lunt Prussing
Mayor

Date: _____

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 me that the COMPANY 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: 37-0211380

Legal Status

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input 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 checked="" 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 |

GENERAL PROVISIONS FOR UTILITY ADJUSTMENT AGREEMENTS

1. In the event this adjustment is caused by the construction of the National System of Interstate and Defense Highways or Supplemental Freeway System, it is understood that the COMPANY at no time will perform any normal maintenance on the utility facilities from the through traffic lanes or shoulders of the Interstate or Supplemental Freeway Route or any ramps or shoulders leading thereto. Proper maintenance procedures to be used in cases of emergency are to be obtained from the District Engineer of the State Department of Transportation.
2. In the event any of this utility adjustment work is performed by other than COMPANY forces, the provision of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or political subdivision or by one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.
3. In the event the COMPANY does not perform the relocation work with its own forces, i.e., where the COMPANY enters into a contract or agreement with the construction Contractor, or similar party, to perform such relocation work, the COMPANY shall include the clauses which follow and are made a part of the "General Provisions" in its contract, or agreement, with the Contractor. Appendix A requires that the COMPANY will not discriminate, in its choice of Contractor and that its Contractor will not discriminate in the choice of subcontractors, including procurement of materials and leases of equipment.

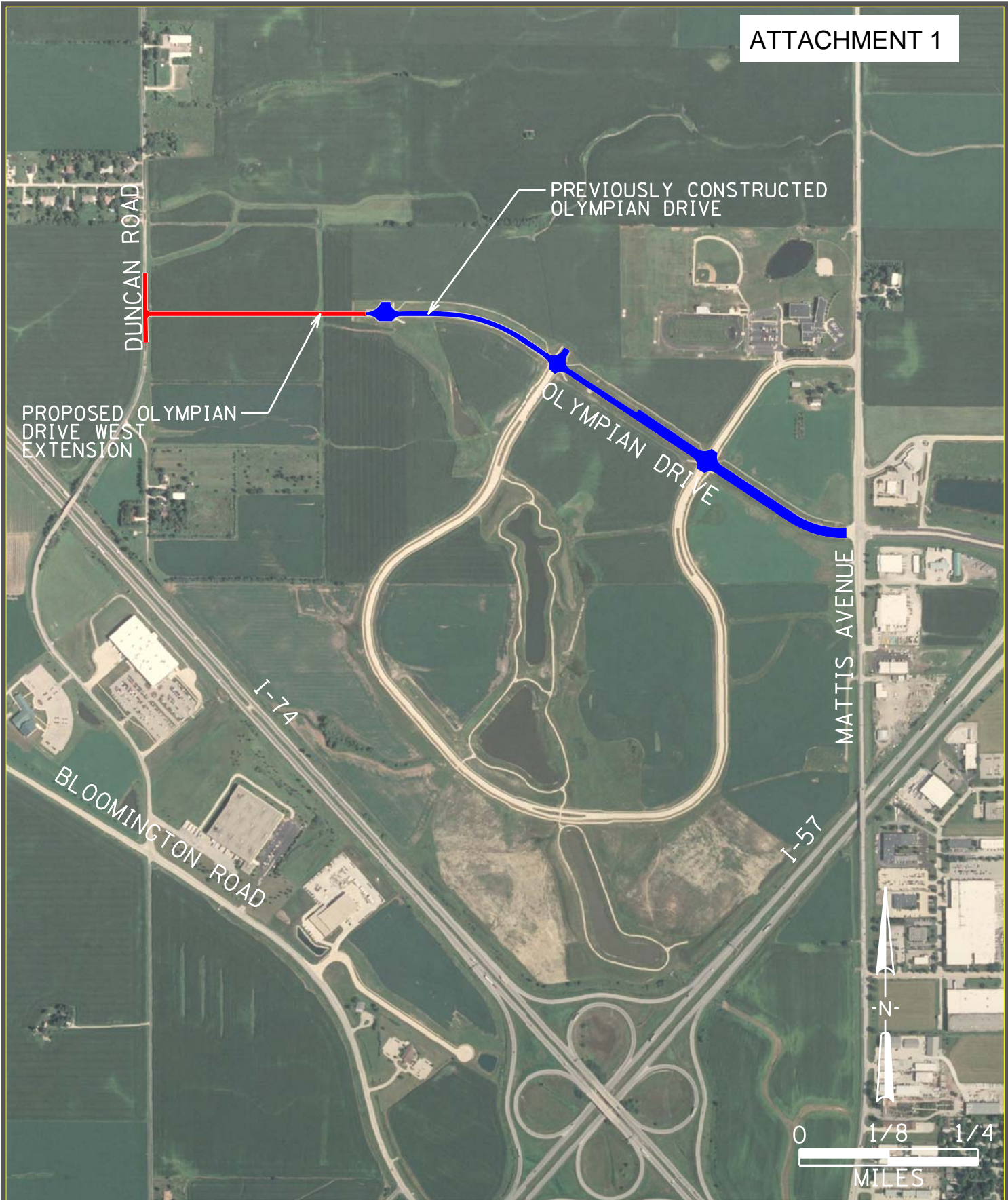
CONTRACTOR DISADVANTAGED BUSINESS ASSURANCE

The COMPANY, subrecipient or subcontractor 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 contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

NOTICE TO CONTRACTORS
COMPLIANCE WITH THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
FOR FEDERAL-AID CONTRACTS
APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance and Regulation: The Contractor will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it, after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations of Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highways Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanction for Non-compliance: In the event of the Contractor's non-compliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



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LOCATION MAP

OLYMPIAN DRIVE WEST EXTENSION
CHAMPAIGN, ILLIONS

HANSON NO. 10L0007

FIGURE NO. 1