



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

ENGINEERING

MEMORANDUM

TO: Mayor Laurel Prussing and Members of the City Council

**FROM: William R. Gray, Public Works Director
Gale L. Jamison, Assistant City Engineer**

DATE: September 24, 2009

**RE: Local Agency Agreement for State Funding
Emergency Road Program Joint Agreement - 09-00478-00-RS
Green Street Improvements: Vine Street to Cottage Grove Avenue**

Introduction

The Green Street Improvement Project consists of the milling and resurfacing of the existing asphalt pavement; complete removal of existing side street pavements, curb and gutters, driveways, sidewalks and replacement with new P.C. concrete pavement on the side streets, new concrete driveway pavement, new concrete driveway approaches, full depth pavement patches as needed, new 5' wide concrete sidewalk along the north side, various brick sidewalk reconstruction patches and all new detectable warning ramps for the disabled at every intersection. The project limits are Green Street from Vine Street to Cottage Grove Avenue. The project was bid and the contract awarded to Duce Construction in the amount of \$732,026.16. The total estimated cost of the project including material testing fees and contingencies is on the order of \$875,000.

Fiscal Impact

Project costs including material testing fees were budgeted to be paid utilizing Motor Fuel Tax (MFT) Funds and Community Development Block Grant-R funds. The CDBG-R funds are a grant from HUD as a result of the passage of the Recovery Act of 2009. A MFT Resolution appropriating \$750,000 for the project was passed by the City Council in June 2009. The remainder of the project was to be funded with \$125,000 in Community Development Block Grant-R funds. Subsequent to the award of the contract to Duce Construction, Senator Frerichs and Representative Jakobsson were able to secure \$567,500 in ERP Funds for the project. Those funds will replace the MFT funding budgeted for the project freeing them up to use on pending street maintenance projects.

Council Action

In order to take advantage of the ERP funding, the City must execute a Local Agency Agreement with the Illinois Department of Transportation. It is recommended that the City Council approve
**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (GREEN
STREET)**

RESOLUTION NO. 2009-09-029R

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

(Green Street)

NOW, THEREFORE, 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 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. 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 _____, 2009.

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2009.

Laurel Lunt Prussing, Mayor

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|---------------------------------|--|--|
| Local Agency Urbana, City of |  Illinois Department of Transportation Local Agency/State Agreement | Job Number - Construction C-95-303-10 |
| Section 09-00478-00-RS | | Job Number - Engineering/ROW |

This Agreement is made and entered into between the above local agency hereinafter referred to as "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 shown below.

Location

Local Name Green Street Route FAU 7126 Length 0.47 mile

Termini Vine Street to Cottage Grove Ave

Current Jurisdiction City of Urbana

Project Description

Hot mix asphalt milling and resurfacing and incidental work

Division of Cost

| Type of Work | STATE | LA | Total |
|--------------------------------|------------------|-----------------|------------------|
| Participating Construction | 567,500 * | 164,500 Balance | 732,000 |
| Non-Participating Construction | | | 0 |
| Preliminary Engineering | | | 0 |
| Construction Engineering | | | 0 |
| Right-of-Way | | | 0 |
| | | | 0 |
| TOTAL | \$567,500 | \$ 0 | \$732,000 |

Note: *100% ERP funds not to exceed \$567,500 to be used first; balance is responsibility of local agency

Payment Method (check one):

- Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.
- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
 2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
 3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
 4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
 5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
 6. The LA 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 the Department. 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 of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
 7. 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).
 8. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
 9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
 10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
 11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
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| Local Agency Urbana, City of | Section 09-00478-00-RS |
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Exhibit A - Location Map

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
(Print or Type Name)

Mayor

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

(Signature)

Date

TIN Number _____

NOTE: If signature is by an APPOINTED official, a resolution 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

Ann L. Schneider, Director of Finance and Administration

Date

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| Local Agency | Section |
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