



**CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE – Highway/Finance/Policy Agenda**
County of Champaign, Urbana, Illinois
Tuesday, April 12, 2011 – 6:00 p.m.

*Lyle Shields Meeting Room, Brookens Administrative Center
1776 East Washington Street, Urbana, Illinois*

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CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800
FAX (217) 328-5148

URBANA, ILLINOIS 61802

April 12, 2011

COUNTY MOTOR FUEL TAX CLAIMS FOR MARCH

Req. No.	Payee	Description	Amount
24	Allied Municipal Supply	Various Signs	246.51
25	Moore Trees, LLC	Right of Way Compensation - Tree Installation CH. 18 (Monticello Road) #07-00419-00-RS	412.50
26	Champaign County Treasurer	County Equipment Rental - January & February	55,791.42
27	Cargill, Inc.	205.14 T. De-icing Salt	13,982.35
28	Allied Municipal Supply	Warning Sign Decals	26.56
29	Cargill, Inc.	206.38 T. De-icing Salt	14,066.85
30	Open Road Paving Co.	13.87 T. Cold Mix	1,317.65
31	Sodemann & Associates	Engineering Fees - CH. 16 #07-00944-00-BR CH. 11 #10-00692-00-BR	19,284.00
			<hr/> \$105,127.84 <hr/>

TOWNSHIP MOTOR FUEL TAX CLAIMS FOR MARCH

Req No.	Payee	Description	Amount
26	Koenig Body and Equipment	Rent dump trailer 1 mth Compromise & Kerr	4,000.00
27	Limestone Transit Inc	Scott Twp 1024.14 tons CA-16	15,464.52
28	Summers Trucking	Compromise Twp 46.09 tons Turkey Grit	691.35
29	Summers Trucking	Hensley Twp 242.37 tons CA-16	3,671.91
30	Summers Trucking	Somer Twp 23.87 tons CA-15	384.31
30	Summers Trucking	Somer Twp 142.85 tons CA-16	2,157.04
31	Summers Trucking	Urbana Twp 358.19 tons CA-16	5,276.14
32	Langley Trucking	Colfax Twp 288tons CA-10	3,499.20
33	Langley Trucking	Sadorous Twp 689.81tons CA-6	7,912.12
34	Summers Trucking	Condit Twp 214 tons CA-15	3,605.90
35	Langley Trucking	Sadorous Twp 285.57 tons CA-14	3,778.09
35	Langley Trucking	Sadorous Twp 1152.35 tons CA-16	15,245.59
36	Summers Trucking	Brown Twp 351.23 tons CA-15	5,779.85
37	Summers Trucking	Tolono Twp 24.43 tons CA-6/10	272.88
37	Summers Trucking	Tolono Twp 70.30 tons CA-15	996.15
38	Summers Trucking	Somer Twp 69.72 tons CA-15	1,122.49
			<hr/> \$73,857.54 <hr/>

RESOLUTION NO.

RESOLUTION APPROPRIATING COUNTY MOTOR FUEL TAX FUNDS
FOR COUNTY ROADS MAINTENANCE
FOR THE PERIOD FROM
JANUARY 1, 2011 THRU DECEMBER 31, 2011
SECTION #11-00000-00-GM

BE IT RESOLVED, The County Board of Champaign, that there is hereby appropriated the sum of Seven Hundred Ninety-four Thousand Six Hundred Seventy Dollars (\$794,670.00) from the County's Motor Fuel Tax allocations for County Roads Maintenance and meeting the requirements of the Illinois Highway Code; and

BE IT FURTHER RESOLVED, That the above designated County Roads be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 2011; and

BE IT FURTHER RESOLVED, That the County Engineer shall, as soon as practicable after the close of the period as given above, submit to the Illinois Department of Transportation, Division of Highways, on forms furnished by said Department, a certified statement showing expenditures from the balances remaining in the appropriation; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, Springfield, Illinois, through its District Engineer.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 21st day of April A.D., 2011.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Gordy Hulten, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

Resolution No.

I, Mark Shelden, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign County at its county Board Meeting held at Urbana, Illinois, on June 24, 2010.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this _____ day of _____ A.D., 2010.

(SEAL) _____ County Clerk

APPROVED

Date

Department of Transportation

District Engineer

RESOLUTION NO. _____

**RESOLUTION APPROPRIATING COUNTY MOTOR FUEL TAX FUNDS
FOR THE SALARY AND ESTIMATED EXPENSES
OF THE COUNTY ENGINEER FOR
THE PERIOD FROM DECEMBER 1, 2010 THRU NOVEMBER 30, 2011**

WHEREAS, Legislation enacted by the 58th General Assembly amending the law with reference to County Engineers permitting the payment of salary and expenses for the County Engineer out of any general or highway funds of the County; and

WHEREAS, Motor Fuel Tax funds allotted to the County, are considered as highway funds; and

WHEREAS, The County has sufficient Surface Transportation Program funds available and desires to use a portion of said funds to pay a portion of the County Engineer's salary;

NOW, THEREFORE, BE IT RESOLVED, By the County Board of Champaign County, Illinois, the sum of One Hundred Twenty-three Thousand Two Hundred Eighty-six Dollars and Sixty-six Cents (\$123,286.66) for Salary from December 1, 2010 thru November 30, 2011. Also, the sum of Twenty Thousand Nine Hundred Fifty-two Dollars and Sixteen Cents (\$20,952.16) for Estimated Expenses of the County Engineer, which are approved by the Champaign County Highway and Transportation Committee in accordance with the Champaign County Personnel Policy, be and it is hereby appropriated as follows:

From Motor Fuel Tax Funds: One Hundred Forty-four Thousand Two Hundred Thirty-eight Dollars and Eighty-two Cents (\$144,238.82) for the period from December 1, 2010 thru November 30, 2011; and

BE IT FURTHER RESOLVED, That the County hereby authorizes the sum of Sixty-one Thousand Six Hundred Forty-three Dollars and Thirty-three Cents (\$61,643.33) of their Surface Transportation Program Funds to be made available to the Illinois Department of Transportation for the State's use in exchange for an equal amount of State Funds. The State funds shall not exceed Fifty Percent (50%) of the County Engineer's annual salary; and

Resolution No. _____

BE IT FURTHER RESOLVED, By the County Board of Champaign County, Illinois that the Department of Transportation, Division of Highways of the State of Illinois, be and they are hereby requested to forward a certification, covering the above appropriation to the County Treasurer, as soon as possible; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to Mr. Joseph Crowe, District Engineer, Illinois Department of Transportation, Paris, Illinois, for approval.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 21st day of April A.D., 2011.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Gordy Hulten, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR
TO SIGN A JOINT AGREEMENT WITH IDOT FOR
SECTION #10-00962-00-BR**

WHEREAS, Champaign County and The Illinois Department of Transportation wish to enter into an Illinois Department of Transportation/Local Agency Agreement For Federal Participation for a project located on County Roads 11 to replace bridge #010-4306 in Champaign County known as Section #10-00962-00-BR.

NOW, THEREFORE, BE IT RESOLVED, That the Chair of the County Board of Champaign County is hereby authorized to sign the aforementioned agreement on behalf of Champaign County, and bind the County to the terms contained therein.

PRESENTED, ADOPTED, APPROVED and RECORDED This 21st day of April A.D., 2011.

C. Pius Weibel, Chair
County Board of the County of
Champaign, Illinois

ATTEST: _____
Gordy Hulten, County Clerk and
ex-Officio Clerk of the County Board

Prepared by: Jeff Blue
County Engineer



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency Champaign County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 10-00962-00-BR	Fund Type BRP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-315-11	BRS-0516(113)				

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 FAS 516 Route CH 11 Length _____

Termini 1.25 miles east of Flatville over Spoon River

Current Jurisdiction Champaign County Existing Structure No 010-4306

Project Description

Bridge replacement and approach work.

Division of Cost

Type of Work	BRP	%	STATE	%	LA	%	Total
Participating Construction	820,000	(80)		()	205,000	(20)	1,025,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 820,000		\$		\$ 205,000		\$ 1,025,000

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 205,000 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:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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:
- (a) 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;
 - (b) 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;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (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

(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

C. Pius Weibel

Name of Official (Print or Type Name)

County Board Chairperson

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

(Signature)

Date

The above signature certifies the agency's TIN number is
376006910 conducting business as a Governmental
Entity.

DUNS Number _____

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

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

AMENDED INTERGOVERNMENTAL AGREEMENT
FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE
OF OLYMPIAN DRIVE BETWEEN
THE CITY OF CHAMPAIGN, THE CITY OF URBANA, AND
THE COUNTY OF CHAMPAIGN

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Champaign, a municipal corporation (“Champaign”); the City of Urbana, a municipal corporation (“Urbana”); and the County of Champaign, Illinois (“County”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Champaign, Urbana, and the County to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-408, 5-410, 5-410.1, 7-101 and 9-101 all provide statutory authority for Champaign, Urbana, and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of roads and streets; and

WHEREAS, the responsibility to provide for a highway system rests with Champaign, Urbana, the County, and the State; and

WHEREAS, Champaign, Urbana, and the County desire to perform this function as efficiently and effectively as possible thereby reducing costs to local taxpayers; and

WHEREAS, Olympian Drive between Cunningham Avenue (US 45) and Duncan Road will provide a necessary major east-west transportation link across the north side of the community; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Apollo Drive to Lincoln

Avenue according to the location study and project design report that was completed for this road and approved by the Illinois Department of Transportation in 1997; and

WHEREAS, Champaign, Urbana, and the County find it to be in the best interest of the public to design and construct the section of Olympian Drive from Champion Avenue to Duncan Road; and

WHEREAS, Champaign, Urbana, and the County have received \$5,000,000 from the State of Illinois Capital Bill specifically for the Olympian Drive Improvements which requires no local match and is to be used for engineering design fees, land acquisition, construction, and expenses.

NOW, THEREFORE, Champaign, Urbana, and the County, in consideration of the mutual promises and covenants herein, agree as follows:

Paragraph 1. Definitions.

- (a) "Highway" means any public way for vehicular travel, which has been laid out in pursuance of any law of this State. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, sidepaths, bridges, drainage structures, channels and detention basins, signs, traffic signals, guards rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular, bicycle, or pedestrian traffic.
- (b) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.
- (c) "Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.
- (d) "Maintenance" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.

Paragraph 2. Projects. “Project A” is defined as all work required to complete Olympian Drive from Apollo Drive to Lincoln Avenue. “Project C” is defined as all work required to complete Olympian Drive from 1400’ west of Champion Avenue to Duncan Road.

Paragraph 3. Lead Agency. Urbana shall be the lead agency for Projects A and C.

Paragraph 4. Project Description. Project A will include design engineering, acquisition of all rights-of-way, construction engineering, excavation, embankment work, utility relocations, bridges, sidepaths, drainage structures and facilities, installation of signs, traffic signals, and paving for two lanes of Olympian Drive.

Project C, will include a project development report, design engineering, acquisition of all rights-of-way, construction engineering, excavation, embankment work, utility relocation, sidepaths, installation of signs, drainage structures and facilities and paving for two lanes of Olympian Drive.

Paragraph 5. Engineering and Other Services.

- (a) **Consulting Engineer.** A Qualifications Based Selection process was used to select the consulting engineer, Hanson Professional Services Inc. (Engineer), to complete the location study update and project design report for Projects A and C. The parties intend to have the same Engineer prepare plans, specifications, and estimates (PS&E) for Projects A and C. Urbana is the lead agency that will contract with the Engineer for Projects A and C. Prior to entering into such contracts, Urbana shall obtain prior written approval from the other parties for the scope of the work to be performed by the Engineer and the terms of the contract for Projects A and C. If any change orders are required with the Engineer for Projects A and C, Urbana shall receive prior written approval from the other parties before approving any change order.

- (b) Other Professional Services. The lead agency shall select and enter into contracts with other professionals or for other professional services as necessary for the completion of the projects, including, but not limited to, title companies, real estate appraisals, right-of-way agents, soils and material testing services and other professional services associated with administering, managing, applying for grants, engineering and acquiring rights-of-way for the projects. Prior to entering into any contract for necessary professional services, the lead agency shall provide a good faith estimate of the cost and a description of such services to the other parties and obtain their written approval before contracting with any of the said professionals. The lead agency shall not be authorized to enter into a contract with any of the said professionals unless the cost has been previously agreed upon by the other parties in writing. The lead agency shall also obtain written authorization from the other parties should the lead agency determine that it is necessary for any reason to increase the cost of the contracts for any of the said professionals.

Paragraph 6: Right of Way Acquisition

Since Projects A and C lie outside of the corporate boundaries of the City of Urbana and the City of Champaign, the County shall be the lead agency in the acquisition of rights-of-way. The County shall follow the Illinois Department of Transportation Land Acquisition Policy and Procedure Manual when acquiring the rights-of-way.

Paragraph 7. Implementation.

- (a) Timing. Champaign, Urbana, and the County agree to take all necessary steps to implement the projects and perform those activities set forth in this Agreement. It is the intent of the parties to complete the engineering design work for Projects A and C in

2012. Land acquisition will commence as soon as practical with the preparation of right-of-way plat documents performed during the design phase. Project A and C construction timing will be determined on the acquisition of right-of-way and easements and on the availability of Illinois Commerce Commission funding.

- (b) Champaign Budgeting; Urbana Budgeting; County Appropriations. For this Agreement there is no financial commitment or share by Champaign, Urbana, or the County.

Paragraph 8. Further Actions.

- (a) Champaign, Urbana, and the County hereby agree to take any official action necessary to accomplish any of the undertakings set forth in this agreement, including the passage of legally sufficient resolutions or ordinances, and any and all other undertakings set forth in this Agreement (including, if necessary, eminent domain for right-of-way acquisition).

The Mayor and City Manager of Champaign, the Mayor and City Engineer of Urbana, and the Champaign County Board Chair and County Engineer are hereby authorized by the approval of this Agreement by the respective governing bodies of Champaign, Urbana, and the County to execute any such documents necessary to carry out the terms of this Agreement.

- (b) Time is of the essence of this Agreement.

Paragraph 9. Maps. Attached hereto as Exhibit A is a map of which the parties agree is the section of highway subject to the provisions of this Agreement. The limits of Projects A and C are also identified.

Paragraph 10. Cooperation. Champaign, Urbana, and the County agree to reasonably continue to cooperate with the Engineer selected that has already commenced work on Project A and C since June 30, 2010.

Paragraph 11. Funding. The parties have received \$5,000,000 in funding from the Illinois Jobs Now, Capital Bill that requires no local match. The parties further agree that these funds shall be used for engineering services, right-of-way acquisition, and construction for Projects A and C. Furthermore, the Illinois Commerce Commission has programmed funding in the amount of \$9,000,000 to be used toward the construction of a bridge over the Canadian National railroad tracks. The balance of funding for the approximately \$16,500,000 Projects A and C cost will come from the federal Surface Transportation Program – Urban (STP-U) funding in the amount of \$2,500,000. If the \$16,500,000 in funding from the Illinois Jobs Now, Capital Bill, the Illinois Commerce Commission, and the STP-U is not sufficient to complete the design, land acquisition, and construction for Projects A and C then the parties shall consider using additional STP-U funding, a local match, or other available funding and shall amend this Agreement accordingly.

Paragraph 12. Invoices. A local agency agreement with the lead agency and IDOT is required for Projects A and C for the use of Illinois Jobs Now funds. The lead agency shall make direct payment to the Engineer. The lead agency shall seek immediate reimbursement from IDOT. The lead agency will also enter into necessary agreements for Illinois Commerce Commission and STP-U funding also.

Paragraph 13. Effective Date of Agreement. The Agreement shall be effective, as between Champaign, Urbana, and the County, when approved by all of the parties hereto, on the date approved by the last party to approve it.

Paragraph 14. Maintenance. Once Project A and C are completed the following understanding for maintenance of these projects is as follows:
Project A between Apollo Drive and the centerline of the Canadian National railroad bridge shall be the responsibility of Champaign.

Project A between Lincoln Avenue and the centerline of the Canadian National railroad bridge shall be the responsibility of Urbana.

Project C shall be the responsibility of Champaign.

Paragraph 15. Amendment. No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

Paragraph 16. Notices. Notice with respect to any matter contained herein shall be sent first class and mailed to:

CHAMPAIGN:
City Manager
City of Champaign
102 N. Neil St.
Champaign, IL 61820

URBANA:
Mayor
City of Urbana
400 S. Vine St.
Urbana, IL 61801

COUNTY:
County Board Chair
County of Champaign
1776 E. Washington St.
Urbana, IL 61802

City Engineer
City of Champaign
702 Edgebrook Dr.
Champaign, IL 61820

City Engineer
City of Urbana
706 S. Glover Ave.
Urbana, IL 61802

County Engineer
County of Champaign
1605 E. Main St.
Urbana, IL 61802

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF CHAMPAIGN CITY OF URBANA COUNTY OF CHAMPAIGN
By: _____ By: _____ By: _____
City Manager Mayor Chair

Date: _____ Date: _____ Date: _____

Attest: _____ Attest: _____ Attest: _____
City Clerk City Clerk County Clerk

APPROVED AS TO FORM: APPROVED AS TO FORM: APPROVED AS TO FORM:
By: _____ By: _____ By: _____
City Attorney City Attorney Its Attorney

City Council Approval Date City Council Approval Date County Board Approval Date

AN INTERGOVERNMENTAL AGREEMENT
FOR THE DESIGN, LAND ACQUISITION AND CONSTRUCTION OF LINCOLN AVENUE
BETWEEN THE CITY OF URBANA AND
THE COUNTY OF CHAMPAIGN

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Urbana, a municipal corporation (“Urbana”); and the County of Champaign, Illinois (“County”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes Urbana and the County to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-408, 5-410, 5-410.1, 7-101 and 9-101 all provide the statutory authority for Urbana and the County to enter into this cooperative agreement with respect to the jurisdiction and maintenance of roads and streets; and

WHEREAS, the responsibility to provide for a highway system rests with Urbana, the County, and the State; and

WHEREAS, Urbana and the County desire to perform this function as efficiently and effectively as possible thereby reducing costs to local taxpayers; and

WHEREAS, Lincoln Avenue between Saline Court and Olympian Drive will provide a necessary major north-south transportation link between I74 and Olympian Drive; and

WHEREAS, Urbana and the County find it to be in the best interest of the public to design and construct the section of Lincoln Avenue from Saline Court to Olympian Drive along the “purple” corridor as shown on “Exhibit A” of this Agreement; and

WHEREAS, CUUATS has programmed \$1,400,000 in Federal Aid Urban Funds (FAU) through the Transportation Improvement Program (TIP) for this section of Lincoln Avenue which is to be used for phase 1 engineering design fees and construction; and

WHEREAS, the total estimated cost for the Lincoln Avenue project is \$3,600,000 of which \$2,200,000 must be generated from sources other than FAU Funds.

NOW, THEREFORE, Urbana and the County, in consideration of the mutual promises and covenants herein, agree as follows:

Paragraph 1. Definitions.

- (a) "Jurisdiction" means the authority and responsibility to administer, control, construct, maintain and operate all elements of the area within the right-of-way of a highway. Permanent and temporary construction easements are included in ROW.
- (b) "Maintenance" means the performance of all activities necessary to keep a highway in serviceable condition for vehicular traffic.
- (c) "Right-of-way" or "ROW" means the land or interest therein acquired for or devoted to a highway. Permanent easements and temporary construction easements are included in ROW.
- (d) "Highway" means any public way for vehicular travel, which has been laid out in pursuance of any law of this State. The term "highway" includes rights-of-way, curbs, sidewalks, bikeways, sidepaths, bridges, drainage structures, channels and detention basins, signs, traffic signals, guards rails, protective structures and all other structures and appurtenances necessary or convenient for vehicular, bicycle, or pedestrian traffic. The term "highway" also includes any context sensitive design measures necessary for the said project which may include trees, noise barriers, earth berms, etc...
- (e) "Direct expenses" include costs for appraisers, ROW agents, attorneys, and other direct expenses necessary for the completion of the project.

(f) "Engineer" is a Professional Engineer appointed by the lead agency for a project. The duties of the Engineer are described in the IDOT Design Manual.

(g) "Change Order" is an alteration of the contract work from that awarded under the competitive bidding process which is reviewed and supported by the IDOT Regional Engineer .

Paragraph 2. Projects.

"Project X" is defined as all work required to complete Lincoln Avenue from Saline Court to Olympian Drive.

Paragraph 3. Lead Agency.

Urbana shall be the lead agency for Project X.

Paragraph 4. Engineering and Other Services.

Consulting Engineer. The parties intend to negotiate a contract with Hanson Professional Services Inc. (Engineer) to complete the location study update and project design report for Project X and prepare plans, specifications, and estimates (PS&E) for Project X.

Urbana is the lead agency that will contract with the Engineer for Project X. Prior to entering into such contracts, Urbana shall obtain prior written approval from the County's designated representative for the scope of the work to be performed by the Engineer and the terms of the contract for Project X. Any changes in the scope of work and the terms of the contract for Project X which exceed the costs to be paid by the County as set forth in this Intergovernmental Agreement will require prior approval of the County Board as set forth in Paragraph 11.

Other Professional Services. The lead agency shall select and enter into contracts with other professionals or for other professional services as necessary for the completion of the projects, including, but not limited to, title companies, real estate appraisers, right-of-

way agents, soils and material testing services and other professional services associated with administering, managing, applying for grants, engineering and acquiring rights-of-way for the projects. Prior to entering into any contract for necessary professional services, the lead agency shall provide a good faith estimate of the cost and a description of such services to the County's designated representative and obtain the written approval of the County's designated representative before contracting with any of the said professionals. The lead agency shall not be authorized to enter into a contract with any of the said professionals unless the cost has been previously agreed upon by the County's designated representative in writing. The lead agency shall also obtain written authorization from the County's designated representative should the lead agency determine that it is necessary for any reason to increase the cost of the contracts for any of the said professionals. Any changes in the cost of the contracts for any of the said professionals which exceed the costs to be paid by the County as set forth in this Intergovernmental Agreement will require prior approval of the County Board as set forth in Paragraph 10.

Paragraph 5: Right of Way Acquisition

Since this project lies outside of the corporate boundaries of the City of Urbana, the County shall be the lead agency in the acquisition of Right of Way for this project. The County shall follow the Illinois Department of Transportation Land Acquisition Policy and Procedure Manual when acquiring the right of way.

Paragraph 6: Construction

During construction Urbana shall provide the lead Resident Engineer to oversee the project and the County shall provide a maximum of 2 engineers on the job to perform construction inspection duties. The maximum 2 engineers provided by the County shall be the County's sole obligation during construction and any other personnel costs incurred by Urbana to oversee the project shall not be borne by the County.

Paragraph 7: Jurisdiction

- (a) Upon completion of the project Urbana shall assume jurisdiction and maintenance of the re-aligned Lincoln Avenue.
- (b) As provided by statute, the City and the County shall exercise reasonable efforts to submit such documentation to the Illinois Department of Transportation so as to secure approval by IDOT of the transfer of the re-aligned Lincoln Avenue. Such submissions shall be in accordance with IDOT's jurisdictional transfer guidelines.
- (c) Until the roadway is annexed to the City, the jurisdictional transfer shall not affect a transfer of the provision of police and fire services for this highway.

Paragraph 8. Timing

Urbana and the County agree to take all necessary steps to implement the project and perform those activities set forth in this Agreement. It is the intent of the parties to complete Phase 1 engineering work in 2012 and Phase 2 engineering work in 2014. Construction is intended to begin in 2015.

Paragraph 9. Further Actions.

- (a) Urbana and the County hereby agree to take any official action necessary to accomplish any of the undertakings set forth in this agreement, including the passage of legally sufficient resolutions or ordinances, appropriation of money, the execution of any and all documents necessary to evidence jurisdictional transfers, and any and all other undertakings set forth in this Agreement. The Mayor and City Engineer of Urbana, and the Champaign County Board Chair and County Engineer, are hereby authorized by the approval of this Agreement by the respective governing bodies of Urbana and the County to execute any such documents necessary to carry out the terms of this Agreement and to serve as the designated representatives of these governing bodies as defined in this Agreement.
- (b) Time is of the essence of this Agreement.

Paragraph 10 . Maps.

Attached hereto as Exhibit A is a map of the “purple” alignment which the parties agree is the alignment of the section of highway subject to the provisions of this Agreement.

Paragraph 11. Funding.

The parties agree that the total estimated cost for this project is \$3,600,000 of which \$1,400,000 shall be funded with FAU Funds through CUUATS. The \$2,200,000 balance of funds needed to meet the estimated cost shall be divided equally between Urbana and the County. Any decrease in local costs for the project shall be divided equally between Urbana and the County and any increase in local costs shall be cause for an amendment to this agreement.

Paragraph 12. Other Moneys or Grants.

Any other grant or reimbursement funds for design, land acquisition, or construction, including, but not limited to, funds received for the project from the Illinois Department of Transportation, state or federal government, developers, or other parties or agencies, will be used to lower the project cost shares of the parties to this Agreement.

Paragraph 13. Invoices.

A local agency agreement with the lead agency and IDOT is required for this project. All local costs for professional services, right of way acquisition and construction shall initially be paid by Urbana. Urbana shall invoice the County for their share of the local costs. The County shall pay invoices which comply with this agreement within 60 days.

Paragraph 14. Effective Date of Agreement.

The Agreement shall be effective, as between Urbana and the County, when approved by all of the parties hereto, on the date approved by the last party to approve it.

Paragraph 15. Termination.

If the Engineer has not commenced performing their professional services by January 1, 2012, any party may declare its intent to withdraw from this agreement within ninety (90) days by submitting written notice. Upon receipt of such written notice and prior to the expiration of ninety (90) days, the parties shall meet to identify and, to the best of their ability, resolve the cause for delay or develop a plan for resolution to allow the project to continue. If the cause for delay is within the control of the parties and is not resolved or a plan for resolution is not accepted by all parties within ninety (90) days of the written notice of intent to withdraw from this agreement, all benefits and obligations contained

herein shall be null and void as to the declaring party after the ninety (90) days has elapsed.

Paragraph 16. Amendment.

No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

Paragraph 17. Notices.

Notice with respect to any matter contained herein shall be sent first class and mailed to:

URBANA:

Mayor

City of Urbana

400 S. Vine St.

Urbana, IL 61801

City Engineer

City of Urbana

706 S. Glover Ave.

Urbana, IL 61802

COUNTY:

County Board Chair

County of Champaign

1776 E. Washington

Urbana, IL 61802

County Engineer

County of Champaign

1605 E. Main St.

Urbana, IL 61802

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF URBANA

COUNTY OF CHAMPAIGN

By: _____ By: _____
Mayor Chair

Date: _____ Date: _____

Attest: _____ Attest: _____
City Clerk County Clerk

APPROVED AS TO FORM: APPROVED AS TO FORM:

By: _____ By: _____
City Attorney Its Attorney

City Council Approval Date County Board Approval Date