

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. 00-9

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CONWAY TO UTILIZE FEDERAL-AID MONIES FOR THE FOLLOWING CITY PROJECT:

Hwy. 65 B Improvements (Harkrider St.) (Fleming St. - Siebenmorgan Rd.)

WHEREAS, the City of Conway understands Federal-aid Surface Transportation Program Attributable funds are available for certain city projects at the following federal participating ratios:

	<u>Work Phase</u>	<u>Federal Share</u>	<u>City Match</u>
Construction of City Projects	Preliminary Engineering by City	-0-	100%
	Right-of-Way	80%	20%
	Utilities	80%	20%
	Construction	80%	20%
	Construction Engineering	80%	20%
City projects programmed but not let to contract	All Phases	-0-	100%

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS, THAT:

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this city project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this 13 day of March, 2000.

*Tab Townsell*

Tab Townsell  
Mayor

ATTEST:

*Michael O. Bennett*

(SEAL)

**AGREEMENT OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF CONWAY**

**AND**

**THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the  
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

**Hwy. 65B Improvements (Harkrider St.) (Fleming St. - Siebenmorgan Rd.)**  
(hereinafter called "project")

WHEREAS, the Transportation Equity Act for the 21st Century provides 80% Federal-aid Surface Transportation Program (STP) Attributable funds to be matched with 20% local funds for certain city projects, and

WHEREAS, the City of Conway (hereinafter called "City") has expressed its desire to use Federal-aid funds for an eligible project and to provide necessary matching for such funds, and

WHEREAS, each project phase will be funded as follows:

	<u>Federal %</u>	<u>City %</u>
Preliminary Engineering by City:	0	100
Preliminary Engineering by AHTD:	80	20
Right-of-Way/Utilities:	80	20
Construction:	80	20
Construction Engineering:	80	20 , and

WHEREAS, the City knows of no legal impediments to the completion of the project, and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement, and

WHEREAS, the City and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Minority Business Enterprises (MBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for

MBE participation in the project, ranging from 0% to 100%, that are practical and related to the potential availability of MBEs in desired areas of expertise.

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Transmit to the Department a signed and sealed Resolution from the City Council (Attachment B) which requests the project and authorizes the Mayor or his designated representative to execute agreements and contracts with the Department for this project.
2. Initially submit to the Department \$1,000 to be matched by \$4,000 (80%) STP Attributable funds for state preliminary engineering, which will include on site meetings, environmental handling, and plan and specification review. The City's final share of cost for this phase will be determined by actual Department charges to preliminary engineering.
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project. (See Attachment C.)
4. Ensure that the plans and specifications are developed using the Department's standard drawings and the "Standard Specifications for Highway Construction (Edition of 1996)". (See Attachment C.)
5. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including Airport Clearance when necessary, for the type of work involved. (See Attachment C.)
6. Be responsible for 20% of the project cost which includes state preliminary engineering, environmental handling, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements (including utilities), construction and construction engineering. **NOTE: Preliminary or construction engineering performed by City forces is not eligible for reimbursement by STP Attributable funds.**
7. Be responsible for 100% of all preliminary engineering, right-of-way, and other costs incurred should the City not enter into the construction phase of the project.

8. Submit a letter to the Right of Way Division of the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the City will assume or (2) requests that the Department handle some or all of these services. Acquisition of property must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act"). **NOTE: Failure to notify the Department prior to initiating this phase of work may result in any expenditures being declared non-participating in federal funds.**
9. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
10. Provide a copy of the registered deed or an appropriate certification stating the City's clear and unencumbered title to any right-of-way to be used for the project.
11. Submit to the Department the local matching share of the total estimated cost before a contract is awarded for construction.
12. Be responsible for all costs not provided by the Federal Highway Administration.
13. Be responsible for any and all expenditures which may be declared non-participating in federal funds, including any such awards by the State Claims Commission.
14. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
15. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
16. Be responsible for satisfactory maintenance and operation of all non-roadway improvements on the project. Failure to adequately maintain and operate the facility in accordance with Federal-aid requirements will result in withholding future Federal-aid highway funds.
17. Maintain or adopt regulations and ordinances as necessary for proper maintenance and operation of the improvements.
18. Be responsible for the necessary enforcement of operations as required by improvements on the Arkansas State Highway System and City Streets.
19. Indemnify and hold harmless the Arkansas State Highway Commission, the Department and its officers and employees from all suits, actions, or claims of any character brought because of any damage sustained on account of the operations or actions of the said City; or because of any act of omission, neglect, or misconduct of said City; or from any claims or amounts arising or recovered under any law, ordinance, order, or decree. The City and Department shall at all times protect as

sacred the immunity from civil suits afforded the State of Arkansas and its several Agencies, Commissions and Departments, such as the Department, the Arkansas State Highway Commission, and the City, as mandated by Article 5, §20 of the Constitution of Arkansas, Ark. Code Ann. §19-10-305, and the 11th Amendment of the Constitution of the United States. Any claim awarded against the Arkansas State Highway Commission or the Department or its officers and employees for the above, including but not limited to, claims before the Arkansas State Claims Commission shall be borne by the City.

20. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
2. Be responsible for necessary environmental documentation as required by FHWA.
3. Be responsible for reviewing the plans and specifications submitted by the City.
4. When requested, provide the necessary services relative to right-of-way acquisition, appraisal, relocation and utility adjustments.
5. Advertise, open bids and award the construction contract for the project.
6. Be responsible for construction supervision of the project.
7. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this \_\_\_\_\_  
day of \_\_\_\_\_, 2000.

RECOMMENDED:

\_\_\_\_\_  
Assistant Chief Engineer for Planning

ARKANSAS STATE HIGHWAY  
AND TRANSPORTATION  
DEPARTMENT

CITY OF CONWAY

\_\_\_\_\_  
Dan Flowers  
Director of Highways and Transportation

\_\_\_\_\_  
Tab Townsell  
Mayor