

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. R-2018-06

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF WARD, ARKANSAS
TO UTILIZE FEDERAL-AID FUNDS
FOR THE FOLLOWING PROJECT:

Job 061457, Hwy. 319 RR Sig. Upgrade & Traffic Sig. (Ward) (S)

WHEREAS, the Arkansas Department of Transportation has approved the use of Federal-aid Rail-Highway Crossing Safety funds for the project at the following Federal, State and City participating ratios, up to the maximum Federal-aid available (\$270,000); and

| Type Work | Work Phase | Federal % | State % | City % |
|--|--------------------------|-----------|---------|--------|
| Construction of City Projects | Preliminary Engineering | 90 | 5 | 5 |
| | Right-of-Way | 0 | 0 | 100 |
| | Utilities | 0 | 0 | 100 |
| | Construction | 90 | 5 | 5 |
| | Construction Engineering | 90 | 5 | 5 |
| Projects designed but never progressed to construction | All Phases | -0- | -0- | 100 |

WHEREAS, Metroplan has approved Federal-aid Surface Transportation Block Grant Program-Attributable funds for the project at the following Federal, State and City participating ratios, up to the maximum Federal-aid available (\$240,000):

| Type Work | Work Phase | Federal % | State % | City % |
|--|--------------------------|-----------|---------|--------|
| Construction of City Projects | Preliminary Engineering | 80 | 0 | 20 |
| | Right-of-Way | 80 | 0 | 20 |
| | Utilities | 80 | 0 | 20 |
| | Construction | 80 | 0 | 20 |
| | Construction Engineering | 80 | 0 | 20 |
| Projects designed but never progressed to construction | All Phases | -0- | -0- | 100 |

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WARD, 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 project.

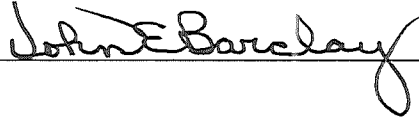
SECTION III: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this 9th day of April, 2018.



Art Brooke
Mayor of Ward

ATTEST:
(SEAL)



**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF WARD
AND
METROPLAN
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

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

RELATIVE TO:

Design and construction of **Job 061457, Hwy. 319 RR Sig. Upgrade & Traffic Sig. (Ward) (S)** (hereinafter called the "Project") in Ward, Arkansas.

WHEREAS, the Arkansas Department of Transportation (hereinafter called the "Department") has determined that a coordinated traffic signal and interconnect should be constructed at the intersection of Highway 319 and Highway 367 near the existing at-grade railroad crossing of Highway 319 with the Union Pacific Railroad to enhance the safety of this crossing; and

WHEREAS, Federal-aid Rail-Highway Crossing Safety funds are available for the preliminary engineering, construction, and construction engineering phases of the Project in an amount not to exceed \$270,000, with the Department and City of Ward (hereinafter called the "City") providing the required non-federal match; and

WHEREAS, the City has passed Resolution No. R-2016-09 agreeing to be responsible for the traffic signal upon completion of the Project; and

WHEREAS, the Central Arkansas Regional Transportation Study (hereinafter called "Metroplan") has agreed to provide up to \$240,000 in Federal-aid funds towards any phase of the Project with the City being responsible for the required non-federal match; and

WHEREAS, the City will agree to provide funding for the right of way acquisition and utility relocation phases of the Project utilizing a combination of Federal-aid funding from Metroplan and City funds; and

WHEREAS, the Department will be responsible for carrying out all other phases of the Project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid funds and obligation limitation approved and available for the Project:

| | <u>Maximum</u> <u>Federal %</u> | <u>Maximum</u> <u>State %</u> | <u>Minimum</u> <u>Local %</u> |
|--------------------------|------------------------------------|----------------------------------|----------------------------------|
| Project Design: | 90 | 5 | 5 |
| Right-of-Way/Utilities: | 80 | 0 | 20 |
| Construction: | 90 | 5 | 5 |
| Construction Inspection: | 90 | 5 | 5 |

IT IS HEREBY AGREED that the City, Metroplan and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. When requested, provide the Department with funding for the right of way acquisition and utility relocation phases of the Project utilizing a combination of Federal-aid funding from Metroplan and City funds.
2. Provide the non-federal match for any funding provided by Metroplan for the Project.
3. Coordinate with all parties involved as necessary for the Project.
4. Provide electrical service and maintain the traffic signal and associated equipment upon completion of the Project.
5. Provide all additional funding necessary above the maximum Federal-aid and State funding available for the Project.
6. Repay all expended Federal-aid and State funds should the Project be designed but never progress to construction.
7. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

METROPLAN WILL:

1. Provide Federal-aid funding for the Project in an amount not to exceed \$240,000, with the City being responsible for the required non-federal match.
2. Coordinate with all parties involved as necessary for the Project.
3. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of Metroplan, including any act of omission, neglect or misconduct of said Metroplan. Further, Metroplan shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for issuing a task order to a consultant engineering firm currently contracted with the Department for On-Call Design Services to provide preliminary engineering for the Project.
2. Make periodic payments to the consultant for preliminary engineering for the Project.

3. Coordinate with all parties involved as necessary for the Project.
4. Be responsible for managing the design of the Project, including coordinating railroad crossing improvements with Union Pacific.
5. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.
6. Be responsible for handling all right of way acquisition and utility relocation for the Project.
7. Prior to acquiring right of way or relocating utilities, request funds from the City as necessary.
8. Request funds from the City prior to awarding a construction contract.
9. Advertise, award, and perform construction inspection for the Project.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 9th day of April, 2018.

Agreement of Understanding between:

The City of Ward, Metroplan, and the Arkansas Department of Transportation relative to:

Design and construction of Job 061457, Hwy. 319 RR Sig. Upgrade & Traffic Sig. (Ward) (S).

Signatory

CITY OF WARD



Art Brooke
Mayor

Date

Agreement of Understanding between:

The City of Ward, Metroplan, and the Arkansas Department of Transportation
relative to:

Design and construction of Job 061457, Hwy. 319 RR Sig. Upgrade & Traffic Sig.
(Ward) (S).

Signatory

METROPLAN

Tab Townsell
Executive Director

Date

Agreement of Understanding between:

The City of Ward, Metroplan, and the Arkansas Department of Transportation relative to:

Design and construction of Job 061457, Hwy. 319 RR Sig. Upgrade & Traffic Sig. (Ward) (S).

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

Scott E. Bennett, P.E.
Director

Date

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.