

FAP Route 404 (IL 40)  
Section 50(BDR,BJR,BRR,L)  
Tazewell & Peoria County  
Location: Bridge deck rehabilitation, bridge widening,  
and navigation lighting repairs to SN 090-0122 (Bob  
Michel Br.), and traffic signal modernization  
Contract No.: 68F38  
Catalog No.: 036014-00D  
Agreement No.: JN-423-009

## AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF PEORIA, of the State of Illinois, hereinafter called the CITY.

### WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of rehabilitating the structure carrying IL 40 (FAP 404) over the Illinois River, Washington Street, Water Street, and Conference Center Drive (Existing S.N. 090-0122 known as the Bob Michel Bridge), widening the bridge deck at Spans 15, 16, and 17 on the Tazewell County side of the bridge, and to modernize the traffic signals at the intersection of IL 40/SW Adams Street in the City of Peoria and also at the intersection of IL 40 and River Road/Tractor Drive in the City of East Peoria; and

WHEREAS, the scope of work includes removal of sidewalk, median barrier and parapets from the bridge, deck scarification, microsilica deck overlay, construction of new parapets, traffic barriers and median, lighting, bridge widening, multi-use path construction, sidewalk construction, and traffic signal modernization; and

WHEREAS, the STATE has determined that the warrants for bicycle and pedestrian accommodation have been met, thereby creating a requirement to consider bicycle and pedestrian accommodations as part of the project; and

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WHEREAS, the existing bridge deck of S.N. 090-0122 has sidewalks along both the north and south side of the deck; and

WHEREAS, the STATE has included pedestrian and bicycle accommodations consisting of a 14'-0" wide multi-use path along only the north side of IL 40 with no pedestrian or bicycle facilities along the south side of S.N. 090-0122, as shown in Exhibit B; and

WHEREAS, both parties to this Agreement are desirous of the proposed improvements in that same will be of immediate benefit to the local residents and permanent in nature; and

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the bridge deck rehabilitation and widening, multi-use path construction, traffic signal modifications and all appurtenances to be built in accordance with the plans, specifications, and contract.
2. The STATE agrees to pay for all right-of-way, construction, and engineering costs for the project, and other appurtenances constructed as part of this project subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties that the preliminary estimated cost proration for this improvement is as follows:

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TYPE OF WORK		FEDERAL COST %		STATE COST %		CITY COST %		TOTAL COST
<b>Traffic Signal Modernization at IL 40 (William Kumpf Blvd.) &amp; SW Adams St.</b>		\$106,480	80%	\$13,310	10%	\$13,310	10%	\$133,100
Prelim. Eng.	5%	\$5,324	80%	\$666	10%	\$665	10%	\$6,655
Const. Eng.	10%	\$10,648	80%	\$1,331	10%	\$1,331	10%	\$13,310
<b>Pedestrian Lighting for Multi-Use Path between SW Adams St. and SW Washington St.</b>						\$79,100	100%	\$79,100
Prelim. Eng.	5%					\$3,955	100%	\$3,955
Const. Eng.	10%					\$7,910	100%	\$7,910
<b>Remaining Construction:</b>		\$15,341,440	80%	\$3,835,360	20%			\$19,176,800
Prelim. Eng.	5%	\$767,072	80%	\$191,768	20%			\$958,840
Const. Eng.	10%	\$1,534,144	80%	\$383,536	20%			\$1,917,680
<b>TOTALS</b>		<b>\$17,765,108</b>		<b>\$4,425,971</b>		<b>\$106,271</b>		<b>\$22,297,350</b>
<b>Additional Lump Sum Participation for Decorative Traffic Signal Components &amp; Decorative Lighting Installed on Traffic Signal Posts</b>						\$2,000	100%	
Prelim. Eng.	5%					\$100	100%	
Const. Eng.	10%					\$200	100%	
<b>TOTAL CITY PARTICIPATION</b>						<b>\$108,571</b>		

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Costs shall be determined by multiplying the final quantity times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signal items shown above shall not exceed 125% of their estimated construction and engineering cost. The CITY agrees to pay the STATE an additional

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lump sum amount of \$2,300 for 100% of the estimated cost difference between standard and decorative components not covered by federal funding, including preliminary and construction engineering for decorative traffic signal components and decorative highway lighting components installed on traffic signal posts.

4. The CITY has passed a resolution appropriating within its 2022 budget sufficient funds to pay its share of the cost of this improvement, a copy of which will be attached by the CITY as "Exhibit A" and made a part hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs of FA Projects) in a lump sum, upon completion of the project based upon final costs. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "EXHIBIT A" proves to be insufficient, to cover said cost.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans and specifications, by resolution or letter.
6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's

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jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

8. Upon acceptance of the improvement by the STATE, the STATE agrees to maintain or cause to be maintained S.N. 090-0122 in its entirety, including the northern bridge approach pavement, except that the STATE's maintenance responsibilities do not include snow, ice, litter, and debris removal on the multi-use path carried across S.N. 090-0122.
9. Upon acceptance by the STATE of the new highway lighting installations, the STATE agrees to maintain or cause to be maintained the highway lighting installed as part of this project on S.N 090-0122 and the section of IL 40 between S.N. 090-0122 and the SW Adams Street intersection.
10. Upon acceptance of the improvement by the STATE, the STATE agrees to continue its existing maintenance responsibilities on IL 40, including the sections of reconstructed median and islands at the IL 40 and SW Adams Street intersection.
11. Upon acceptance of the improvement by the STATE, the CITY agrees to continue its existing maintenance responsibilities on IL 40.
12. Upon acceptance of the improvement by the STATE, the CITY agrees to assume responsibility for the maintenance of the sidewalk constructed as part of this project within Peoria County not otherwise carried on STATE structures.
13. Upon acceptance of the improvement by the STATE, the CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the multi-use path within Peoria County not otherwise carried on State structures. The CITY further agrees to indemnify and hold harmless the State, its officers, employees, and agents from

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any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the CITY's administration, control, construction, reconstruction, maintenance, and/or operation of the multi-use path.

14. Upon acceptance of the improvement by the STATE, the CITY agrees to assume responsibility for only snow and ice removal on the multi-use path carried across S.N. 090-0122, if the CITY deems said removal necessary.
15. Upon acceptance by the STATE of the new pedestrian lighting systems, the CITY agrees to be responsible for the operation, electrical energy, maintenance, rehabilitation; and reconstruction of the pedestrian lighting system installed as part of this project along the section of the multi-use path connecting SW Adams St and SW Washington St.
16. Upon acceptance by the STATE of the traffic signal work included herein, the STATE and CITY will continue their respective maintenance and energy responsibilities for the traffic signal modernization items installed at the intersection of IL 40 and SW Adams Street as part of this improvement in accordance with the existing Master Agreement executed on July 1, 2021 or in accordance with any such Master Agreement that may be executed in the future.
17. The CITY agrees that parking within STATE right of way that is currently allowed through a permit with the STATE will not be allowed during construction of this project as shown on Exhibit C; except that the STATE shall provide the CITY access to the parking area located between SW Water Street and the Illinois River if needed for flood control purposes.

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18. To protect pedestrian and vehicular traffic from falling objects, the STATE agrees to provide a Protective Shield System under the existing bridge structure during construction in accordance with Article 501.03 of the IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2022 at the locations shown on Exhibit C.
19. The STATE agrees to invite a representative from the CITY to accompany STATE personnel during final field inspection of the project within the CITY's corporate limits.
20. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
21. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
22. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6001761 and the CITY is doing business as a municipality whose mailing address is 419 Fulton Street, Peoria, Illinois 61602.

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

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

CITY OF PEORIA

By: \_\_\_\_\_  
Kensil A. Garnett, P.E.  
Region Three Engineer

By: \_\_\_\_\_  
Patrick Ulrich, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Stefanie Tarr, City Clerk

REVIEWED AND APPROVED

(SEAL)

By: \_\_\_\_\_  
Chrissie Kapustka  
Interim Corporation Counsel

By: \_\_\_\_\_  
Rick Powers, Public Works Director