

FAP Route 671 (IL 8)  
FAU Route 6594 (Western Ave.)  
City Section: 16-00368-01-PV  
Peoria County  
Location: Western Avenue from West  
Howett Street to S.W. Adams Street  
Job No. C-94-048-19  
Contract No. 89766  
Catalog No.: 035741-00D  
Agreement No.: JN-420-405

#### AGREEMENT

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2020, 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 CITY, to increase pedestrian safety and promote development, is desirous of reconstructing Western Avenue from a four-lane to a three-lane section with bicycle lanes, which includes new storm sewer, lighting, sidewalks, and watermain from West Howett Street to S.W. Adams Street; and

WHEREAS the STATE, is desirous of said improvement in that same will be of immediate benefit to the traveling public and permanent in nature;

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

1. The CITY agrees to make, or cause to be made, the surveys, obtain all necessary right-of-way, cause the preparation of the plans and specifications in accordance with state standards and procedures, receive bids and award the contract with the concurrence of the STATE, and pay all construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.

2. The STATE agrees to assist with obtaining all necessary right-of-way. The STATE agrees to pay to the CITY an amount equal to its total obligation for preliminary engineering and project construction costs incurred under this agreement for the subject improvement as follows:
  - A. Upon execution of this agreement and subsequent invoicing by the CITY, an amount equal to 95% of the STATE's share of (\$409,640).
  - B. Upon 100% completion of the construction work contemplated herein and subsequent invoicing by the CITY, an amount equal to the STATE's remaining obligation, which is \$21,560. **The total cost to the STATE shall not exceed \$431,200.**
3. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination regulations required by the U.S. Department of Transportation.
4. The CITY agrees that in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 8320 ILCS 130/1) shall apply.
5. The CITY shall secure formal written approval of the plans and specifications from the STATE, prior to advertising for the work to be performed hereunder. The STATE shall have a minimum 30 days for each review and comment/approval of both the preliminary and final plans and specifications.
6. The CITY and STATE agree that parking will be prohibited within the limits of this improvement on Illinois Route 8 and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

7. The CITY agrees to continue to enforce an ordinance relative to the disposition of encroachments and prohibit in the future any new encroachments within the limits of the improvement.
8. The CITY has adopted and will put into effect, or continue to enforce, prior to advertising for the work to be performed hereunder, an appropriate ordinance prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as part of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
9. The CITY shall maintain, for a minimum of five (5) years after the completion of the improvement, 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 improvement shall be available for review and audit by the Auditor General and other STATE auditors and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documents are not available to support their purported disbursement.
10. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation. (Non-Federal-aid projects use Illinois Department of Transportation in lieu of U.S.)
11. The CITY agrees to exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
12. The CITY agrees to cause all CITY-owned utilities to be relocated and/or adjusted, if required, at no expense to the STATE.

13. The CITY agrees to obtain and pay for the cost of acquiring the right of way and access control necessary for improvements to the city streets not required by improvements to the state highway system in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and procedures, as now or hereafter revised or amended.

Prior to advertising for bids, the CITY shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been complied with.

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.

14. Upon final field inspection of the improvement and so long as Lincoln Avenue, Howett Street, and Western Avenue (between Howett and Lincoln) are used as a State Highway, the STATE agrees to maintain or cause to be maintained the center turn lane, the through traffic lanes, the right-turn lanes, and the curb and gutter adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
15. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, crosswalk, stopline, and lane-delineation markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

16. The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the bicycle path not otherwise carried on STATE structures. The CITY further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from 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 construction and/or operation of the shared use path.
17. It is the intent of the STATE that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the STATE. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.
18. The CITY certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. (30 ILCS 565).
19. 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 up on and to the benefit of the parties hereto, their successors and assigns.

CITY OF PEORIA

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

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

Attest: \_\_\_\_\_  
Beth Ball, City Clerk

(SEAL)

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

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

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Omer M. Osman, Secretary

By: \_\_\_\_\_  
Joanne Woodworth  
Acting Chief Fiscal Officer

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

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

By: \_\_\_\_\_  
Paul A. Loete, P.E.  
Director, Office of Highways  
Project Implementation, Chief Engineer

By: \_\_\_\_\_  
Philip C. Kaufmann, Chief Counsel

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

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

**ATTACHMENT 1**  
**TIN CERTIFICATION**

The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding , and
3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

**Taxpayer Identification Number:**      37-6001761

Legal Status

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> Government   |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy ( Non Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                   |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company ( select applicable tax classification) |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> D= Disregarded entity   |
|   | <input type="checkbox"/> C= Corporation  |
|   | <input type="checkbox"/> P= Partnership  |

# EXHIBIT A

Sec. 31-33. - Discharge of sewage into stormwater sewers.

No person shall discharge or cause to be discharged any sewage or industrial wastewater into any connection with any sewer or drain designated by the director, for the exclusive conveyance of stormwater.

(Code 1957, § 34-6)



# ADDENDA 1 - LOCATION MAP

City of Peoria: Western Avenue from Adams Street to Howett Street

Section No. 16-00368-00-EG

## General Location Map

