

FAP Route 646 (IL 29)
Section: (1-Z)RS-2;(58-1CS)RS-3;(2CS)RS
City Section: 18-00379-88-RS
Peoria County
Resurfacing, curb and gutter, and ADA
improvements on IL 29 from South of
War Memorial Drive to Abington Street
Job No. C-94-065-16
Contract No. 68D22
Catalog No.: 035406-00D
Agreement No.: JN-419-003

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2019, 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 and pedestrian public, is desirous of improving approximately 1.07 miles (5,650 feet) of N.E. Adams Street [FAP Route 64 (Illinois Route 29), State Section (1-Z)RS-2;(58-1CS)RS-3;(2CS)RS, CITY Section 18-00379-88-RS] by milling, patching, and resurfacing Illinois Route 29 from Abington Street to south of War Memorial Drive, providing two 11'6" through traffic lanes in each direction for the two-way section of roadway, by milling and resurfacing 10' and variable width parking lanes from Abington Street to Homestead Avenue, by modernizing traffic signals at the IL Route 29 intersections with Abington, Alexander, and Sloan Streets, reconstructing ADA ramps, reconstructing existing manholes, constructing concrete curb and gutter, sidewalk, drainage improvements, and by performing all work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvements in that same will be of immediate benefit to the motoring and pedestrian public and permanent in nature;

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

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, including the cost of railroad adjustments, subject to reimbursement by the CITY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

<u>TYPE OF WORK</u>	<u>FHWA COST (%)</u>	<u>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Modernize Traffic Signals at:				
Jefferson & Abington; Adams & Alexander; Adams & Sloan	186,400 (80)	23,300 (10)	23,300 (10)	233,000
Preliminary Eng. (5%)	0	10,485 (90)	1,165 (10)	11,650
Construction Eng. (10%)	18,640 (80)	2,330 (10)	2,330 (10)	23,300
RS Parking Lanes				
Preliminary Eng. (5%)	0	36,000 (50)	36,000 (50)	72,000
Construction Eng. (10%)	0	1,800 (50)	1,800 (50)	3,600
	0	3,600 (50)	3,600 (50)	7,200
Highway Lighting				
Preliminary Eng. (5%)	0	0	3,300 (100)	3,300
Construction Eng. (10%)	0	0	165 (100)	165
	0	0	330 (100)	330
Remaining Construction				
Preliminary Eng. (5%)	1,489,600 (80)	372,400 (20)	0	1,862,000
Construction Eng. (10%)	0	93,100 (100)	0	93,100
	148,960 (80)	37,240 (20)	0	186,200
TOTALS	\$1,843,600	\$580,255	\$71,990	\$2,495,845

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities 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.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of 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 on 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 written approval of that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be permitted between Abington Street and Homestead Avenue of this improvement, a copy of which is attached hereto as "Exhibit B", 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 has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit C".
8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D".

9. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL Route 29 without the consent of the STATE.
10. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. 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 jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
12. All CITY owned utilities, on STATE right-of-way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right-of-Way, 92 Ill. Adm. Code 530.
13. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
14. Upon final field inspection of the improvement and so long as IL Route 29 (N.E. Adams Street) is used as a State Highway, the STATE agrees to maintain or cause to be maintained N.E. Adams Street and Jefferson Street from back-of-curb to back-of-curb.

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 sidewalks, parkways, crosswalk and stopline 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.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right-turn lanes on said side road approaches, up to the through edge of pavement of IL Route 29. Drainage facilities, if any, at the aforementioned side roads located with the STATE right-of-way shall be the joint maintenance responsibility of the State and the CITY unless there is an agreement specifying different responsibilities.

16. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on July 1, 2011.
17. 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.
18. 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.
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 upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Kensil A. Garnett
Region Three Engineer

Date: _____

CITY OF PEORIA

By: _____
Patrick Urich, City Manager

Date: _____

Attest: _____
Beth Ball, City Clerk

REVIEWED AND APPROVED

By: _____
Donald Leist, Corporation Counsel

By: _____
Bill Lewis, Interim Public Works Director

(SEAL)

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 |

Signature _____ Date _____

FAP Route 64 (IL 29)
State Section (1-Z)RS-2;(58-1CS)RS-3;(2CS)RS
City Section 18-00379-88-RS
Peoria County
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I approve the portions of the final plans for the above-captioned project that pertain to the maintenance obligations of the city of Peoria.

Patrick Urich, City Manager

Date



**Illinois Department
of Transportation**

Agreement Funding Method Payment

Route: FAP 646 (IL 29)

Agreement No.: JN-419-003

Section: (1-Z)RS-2;(58-1CS)RS-3;(2CS)RS

Catalog No.: 035406-00D

County: Peoria

Resolution No.: _____

**EXHIBIT "A"
FUNDING RESOLUTION**

WHEREAS, the CITY OF PEORIA (CITY) has entered into an AGREEMENT with the State of Illinois for the resurfacing, curb and gutter replacement, and ADA improvement on IL 29 from south of War Memorial Drive to Abington Street, and WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of seventy-one thousand and nine-hundred and ninety dollars (\$71,990), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, 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 in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS)
) ss
COUNTY OF PEORIA)

I, _____, City Clerk in and for the CITY OF PEORIA, State of Illinois, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the CITY at its meeting on _____, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, AD., 2019.

Beth Ball, City Clerk

(SEAL)

LOCATION MAP

FAP ROUTE 64 (IL 29) SECTION (1-Z)RS-2;(58-1CS)RS-3;(2CS)RS PROJECT NHPP-58DV(799) 3P PEORIA COUNTY C-94-065-16

