

FAP Route 671 (IL 8)
State Section: 9-PP
Peoria County
Location: Pavement patching on IL 8
(S. Western Ave.) from W. Martin St. to W.
Moss Ave. and traffic signal modernization
Job No. C-94-048-22
Contract No. 68H10
Catalog No.: 036323-00D
Agreement No.: JN-422-005

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 performing pavement patching and modernization of existing traffic signal installations by installing new video detection systems, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS the CITY is desirous of said improvement 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 all Construction and engineering costs 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:

TYPE OF WORK	STATE COST (%)	CITY COST (%)	TOTAL COST
Modernize TS at IL 8 (S. Western Ave.) & W. Dr. Martin Luther King Jr Dr., IL 8 (S. Western Ave.) & W. Moss Ave.	40,770 (90)	4,530 (10)	45,300
Prelim. Eng. (5%)	2,039 (90)	226 (10)	2,265
Const. Eng. (10%)	4,077 (90)	453 (10)	4,530
Remaining Const.	553,700 (100)	0	553,700
Prelim. Eng. (5%)	27,685 (100)	0	27,685
Const. Eng. (10%)	55,370 (100)	0	55,370
TOTALS	\$683,641	\$5,209	\$688,850

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Costs shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals items shown above shall not exceed 125% of their estimated construction and engineering cost.

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 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.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plan's 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 jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance responsibilities for the traffic signal mast arms, posts, signal heads, concrete foundations, underground conduit, and luminaires installed herein 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.
9. 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.
10. 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.

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11. 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.

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 Urich, City Manager

Date: _____

Date: _____

Attest: _____
Stefanie Tarr, City Clerk

(SEAL)

REVIEWED AND APPROVED

By: _____
Chrissie Kapustka
Interim Corporation Counsel

By: 
Rick Powers, Public Works Director