

**GLEN AVENUE RECONSTRUCTION PROJECT AGREEMENT
BETWEEN THE COUNTY OF PEORIA AND THE CITY OF PEORIA**

This Agreement effective and commencing on 9/30/2019, by and between the COUNTY OF PEORIA, a body politic and corporate of the State of Illinois, hereinafter called the COUNTY, and the CITY OF PEORIA, hereinafter called the CITY.

WITNESSETH THAT:

Whereas; Glen Avenue (C.H. D40) between Sheridan Road and Knoxville Avenue (IL Route 40) is in poor condition and is in need of reconstruction; and

Whereas, the COUNTY received \$1,274,000 in Federal Surface Transportation – Urban (STU) funds from PPUATS for the reconstruction of Glen Avenue; and

Whereas, the COUNTY and the CITY have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (5ILCS 220/1 et.seq.).

NOW THEREFORE, in cooperation of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the CITY that:

I. DUTIES OF PEORIA COUNTY

- A. The COUNTY will serve as the "Lead Agency" and will coordinate the road reconstruction project with the Illinois Department of Transportation.
- B. The COUNTY will enter into an agreement with the Illinois Department of Transportation for federal participation of the reconstruction of the Glen Avenue.
- C. The COUNTY will pay the local match amount of the reconstruction costs as required by the federal funding.
- D. The COUNTY will pay the CITY fifty percent (50%) of the engineering, right of way, easement, and acquisition purchase costs, less the local share of the construction costs, if the final cost of the engineering, right of way, and easement acquisition costs exceeds the local share of the construction costs.

II. DUTIES OF THE CITY OF PEORIA

- A. The CITY will enter into a contract with an Illinois Department of Transportation certified consultant engineering firm to perform Phase I and Phase II Design Engineering, and will pay the fee for the Design Engineering contract.
- B. The CITY will enter into a contract with an Illinois Department of Transportation Certified consultant engineering firm to perform Construction Engineering of the project, and will pay the fee for the Construction Engineering contract.
- C. The CITY will acquire or cause to be acquired all necessary right of way and easements and pay one hundred percent (100%) of right of way and easement acquisition purchase costs.
- D. The CITY will pay the COUNTY fifty percent (50%) of the local share of the construction costs, less the cost of engineering, right of way, easement, and acquisition purchase costs, if the local share of the construction costs exceeds the final cost of the engineering contracts and right of way and easement acquisition costs.

- E. The CITY will take jurisdiction of Glen Avenue between Sheridan Road and Knoxville Avenue (IL Route 40) upon completion of the project.

III. TERM

- A. This agreement shall commence on the day that the last party executes it and shall continue until Final Acceptance of the Jurisdictional Transfer of Glen Avenue is given by the Illinois Department of Transportation.

IV. INDEMNIFICATION

The COUNTY shall indemnify and hold harmless the CITY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorney's fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the COUNTY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

The CITY shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorney's fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the CITY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

V. GENERAL CONDITIONS

- A. This agreement shall be binding upon the parties, their successors, and assigns.
- B. If any portion of this agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
- C. ENTIRE AGREEMENT – AMENDMENTS
The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this agreement was executed.

COUNTY OF PEORIA
By: 
SCOTT SORREL
Peoria County Administrator

Attest: 
Peoria County Clerk

CITY OF PEORIA
By: 
PATRICK URICH
Peoria City Manager

By: 
BETH BALL
Peoria City Clerk

**GLEN AVENUE PROJECT AGREEMENT
ADDENDUM NUMBER 1**

The following is the estimated cost to each agency for each phase of the Glen Avenue Intersection reconstruction project.

Phase	Federal Funding	Est. County Costs	Est. City Costs	Totals
Phase I & II Design Engineering	\$0	\$0	\$400,000	\$400,000
Right of Way	\$0	\$0	\$50,000	\$50,000
Construction	\$1,274,000	\$1,788,000	\$938,000	\$4,000,000
Construction Engineering	\$0	\$0	\$400,000	\$400,000
Totals =	\$1,274,000	\$1,788,000	\$1,788,000	\$4,850,000