

FAU Route 6584/6585 (Allen Rd./Alta Lane)
State Section: 105;(72-7HB)BY
City Section: 13-00347-88-TL
Peoria County
Location: Allen Road/Alta Lane Intersection
and Old IL 174
Job No. C-94-014-07
Contract No. 68683
Catalog No.: 032137-00D
Agreement No. JN-414-003

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2014, 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 improving approximately 1.1 miles of Allen Road, State Section [105;(72-7HB)BY], CITY Section 13-00347-88-TL, from Townline Road to south of Alta Road, by reconstructing the existing pavement with portland cement concrete pavement, providing two 12 foot traffic lanes in each direction, a 12 foot and variable width left turn lane with a 6 foot raised center median and 12 foot and variable width right turn lanes between Townline Road and Alta Lane, tapering to a 12 foot traffic lane in each direction with a 14 foot center turn lane just south of Alta Road, by modernizing traffic signals at the IL Route 6 ramps and Van Winkle Way, by installing highway lighting, by constructing curb and gutter, a 10 foot wide multi-use path, a reinforced concrete tunnel allowing the Rock Island Trail to pass under Allen Road, a storm sewer system for highway drainage, by reconstructing and resurfacing IL Route 6 ramps A (to NB IL 6), B (From NB IL 6), C (from SB IL 6) and D (to SB IL 6), providing two right turn lanes

on ramp B to SB Allen Road, by reconstructing Alta Lane to the west of Allen Road and constructing the Alta Lane extension to Brompton Court east of Allen Road, by widening Van Winkle Way east and west of Allen Road, 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 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 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:

<u>TYPE OF WORK</u>	<u>FHWA COST (%)</u>	<u>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Roadway & Structures	9,464,000	2,366,000 (20)	0	11,830,000
Preliminary Eng. (5%)	0	591,500 (100)	0	591,500
Construction Eng. (10%)	946,400 (80)	236,600 (20)	0	1,183,000
Traffic Signals @ IL 6 Ramps & IL 40	253,600 (80)	63,400 (20)	0	317,000
Preliminary Eng. (5%)	0	15,850 (100)	0	15,850
Construction Eng. (10%)	25,360 (80)	6,340 (20)	0	31,700
Highway Lighting & Signing	574,400 (80)	143,600 (20)	0	718,000
Preliminary Eng. (5%)	0	35,900 (100)	0	35,900
Construction Eng. (10%)	57,440 (80)	14,360 (20)	0	71,800
Multi-Use Path	166,400 (80)	41,600 (20)	0	208,000
Preliminary Eng. (5%)	0	10,400 (100)	0	10,400
Construction Eng. (10%)	16,640 (80)	4,160 (20)	0	20,800

Sidewalk	0	15,200 (80)	3,800 (20)	19,000
Preliminary Eng. (5%)	0	760 (80)	190 (20)	950
Construction Eng. (10%)	0	1,520 (80)	380 (20)	1,900
Traffic Signals @ VanWinkle Way	69,600 (80)	0	17,400 (20)	87,000
Preliminary Eng. (5%)	0	0	4,350 (100)	4,350
Construction Eng. (10%)	6,960 (80)	0	1,740 (20)	8,700
Watermain (STATE)	0	256,000 (100)	0	256,000
Preliminary Eng. (5%)	0	12,800 (100)	0	12,800
Construction Eng. (10%)	0	25,600 (100)	0	25,600
Watermain (CITY)	0	0	298,000 (100)	298,000
Preliminary Eng. (5%)	0	0	14,900 (100)	14,900
Construction Eng. (10%)	0	0	29,800 (100)	29,800
Mowing	0	8,000 (100)	0	8,000
Preliminary Eng. (5%)	0	400 (100)	0	400
Construction Eng. (10%)	0	800 (100)	0	800
SUBTOTALS	\$11,580,800	\$3,850,790	\$370,560	\$15,802,150
*CREDIT FOR PRELIMINARY ENG. --			(\$14,900)	(\$14,900)
WATERMAIN (CITY)				
ROW		\$1,092,500		\$1,092,500
TOTALS	\$11,580,800	\$4,943,290	\$355,660	\$16,879,750

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 signals shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2014 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 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 plans and specifications, by resolution or letter.
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, 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 B".
7. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
8. 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.

9. The STATE and the CITY have entered into a Jurisdictional Transfer, executed on September 5, 2013, for the section of Allen Road from Sta. 74+00 (approximately 100 feet north of Van Winkle Way) to Sta. 86+01.15, the centerline intersection with Alta Lane, thereby giving jurisdiction and maintenance responsibilities of this section to the CITY.

Additionally, the CITY agrees to accept jurisdiction and maintenance for the remainder of reconstructed Allen Road from Sta. 86+01.15 northerly to Sta. 97+75.65, and from Sta. 67+00 northerly to Sta. 74+00. The CITY agrees to maintain or cause to be maintained the multi-use path in its entirety, including the section of path lying within the STATE's access control limits, 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 CITY further agrees to accept jurisdiction and maintenance of the following: the Alta Lane extension to Brompton Court in its entirety, and Van Winkle Way in its entirety.

10. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

Intersection	Maintenance	Electrical Energy
Allen Road @ Van Winkle Way		
STATE Share	0%	0%
CITY Share	100%	100%
IL Route 6 Ramps @ Allen Road & NB IL 6 Exit Ramp @ IL 40		
STATE Share	100%	100%
CITY Share	0%	0%

11. The CITY agrees to accept responsibility for the maintenance and electrical energy costs for the highway lighting along the entire length of Allen Road and the lighting associated with the Rock Island Trail Tunnel.
12. 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.
13. 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.
14. 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, IL 61602.

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

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CITY OF PEORIA

REVIEWED AND APPROVED

By: _____
Patrick Urich, City Manager

By: _____
Sonni Williams, Corporation Counsel

Date: _____

By: _____
Michael Rogers, Public Works Director

Attest: _____
Beth Ball, City Clerk

(SEAL)

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

By: _____
Ann Schneider, Acting Secretary

By: _____
Omer Osman, Chief Engineer
Division of Highways

Date: _____

Date: _____

By: _____
Matthew R. Hughes
Acting Director -- Finance & Administration

By: _____
Michael Forte, Chief Counsel

Date: _____

Date: _____

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I approve the portions of the final plans for the above-captioned project that pertain to the city of Peoria's maintenance obligations.

Patrick Urich, City Manager

Date

Chapter 31 - WATER, SEWERS, SEWAGE DISPOSAL AND DRAINS

ARTICLE II. - SEWERS AND SEWAGE DISPOSAL

DIVISION 1. GENERALLY

Sec. 31-29. Responsibilities and powers of director.

The director shall be responsible for enforcing the provisions of this article. He is also hereby authorized to promulgate such rules and regulations as may be necessary to supplement this article for effective enforcement, provided that such rules and regulations shall not be valid until they have been filed in the office of the city clerk for not less than ten days before their respective effective dates.

(Code 1957, § 34-13)

Sec. 31-30. Establishment of sewer districts.

The city council may establish by ordinance sewer districts in specific geographic locations, within or without the boundaries of the city, which may contain direct or indirect connections with the sewage systems of the city, and which may contain sewage systems and sewage treatment plants operated and maintained either by the city or by the Greater Peoria Sanitary District in accordance with the terms of an agreement or agreements between the city and the Greater Peoria Sanitary District.

(Code 1957, § 34-16)

Sec. 31-31. Access to records.

The Illinois EPA and the United States EPA or their authorized representatives shall have access to any books, documents, papers and records of the city which are applicable to the city system of user charges for the purpose of making audits, examinations, excerpts and transcriptions thereof to ensure compliance with the terms of special and general conditions of any state grant, agreement and rules of any state loan or regulations and conditions of any federal grant.

(Code 1957, § 34-26)

Sec. 31-32. Private means of disposal.

No person shall use septic tanks or other private means of sewage disposal where a public sewer is reasonably available. If a person has made use of a septic tank or other private means of sewage disposal prior to a public sewer being available to that person, not later than one year after a public sewer becomes reasonably available to him, he shall discontinue use of whatever private means of disposal he has and shall connect on to the public sewer.

(Code 1957, § 34-5.1)

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)

Sec. 31-34. Discharge of steam into sewers.

No person shall discharge steam into any sewer or drain.

