

CERTIFIED MAIL



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111



September 22, 2020

PROJECT SUPPORT
JOINT AGREEMENT

Various Routes

State Section: D4 ITS REPLACE 2021-1

Peoria & Tazewell Counties

Location: Replacement of existing video detection systems at various locations

Agreement No.: JN-421-001

Contract No. 68G05

Catalog No.: 036120-00D

Mr. Bill Lewis
City Engineer
City of Peoria
3505 North Dries Lane
Peoria, Illinois 61604-1210

Dear Mr. Lewis:

Enclosed are three (3) copies of a Joint Agreement, which describes the above-captioned project for the replacement of existing video detection systems at various locations and the degree to which the state and the city of Peoria will be participating.

The Agreement draft has been reviewed by our Peoria office and is ready for signature. If you concur with the conditions set forth in the Agreement, please have the city manager sign and return two (2) copies along with copies of all required ordinances/resolutions. Upon receipt of these copies we will assume the city of Peoria concurs in all conditions stated therein.

Also enclosed is copy of the plans and a form for plan approval for your use, if so desired. We need this form, letter or resolution of approval submitted with the Joint Agreement. This project is scheduled for our November 6, 2020 letting.

If you have any questions regarding this Agreement, please feel free to contact our Agreements Unit at (309) 671-3496.

Sincerely,

A handwritten signature in blue ink that reads 'Kensil A. Garnett SLT'.

Kensil A. Garnett, P.E.
Region Three Engineer

RH:pjl\Progdev\Agreements\Letters\Executed Local Agency\JN421001_LocalAgcySignature.docx

Enclosure(s)

cc: Studies & Plans (M. Otten)
Programming (T. Worsfold)
Agreements (R. Hopper)

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>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Replace Video Det. Systems @*	22,800 (95)	1,200 (5)	24,000
Preliminary Eng. (5%)	1,140 (95)	60 (5)	1,200
Construction Eng. (10%)	2,280 (95)	120 (5)	2,400
Replace Video Det. Systems @ **	66,430 (93.3)	4,770 (6.7)	71,200
Preliminary Eng. (5%)	3,321 (93.3)	239 (6.7)	3,560
Construction Eng. (10%)	6,643 (93.3)	477 (6.7)	7,120
Replace Video Det. Systems @ ***	117,000 (90)	13,000 (10)	130,000
Preliminary Eng. (5%)	5,850 (90)	650 (10)	6,500
Construction Eng. (10%)	11,700 (90)	1,300 (10)	13,000
Replace Video Det. Systems @ ****	106,000 (80)	26,500 (20)	132,500
Preliminary Eng. (5%)	5,300 (80)	1,325 (20)	6,625
Construction Eng. (10%)	10,600 (80)	2,650 (20)	13,250
Replace Video Det. Systems @ *****	73,750 (100)	0	73,750
Preliminary Eng. (5%)	3,688 (100)	0	3,688
Construction Eng. (10%)	7,375 (100)	0	7,375
Remaining Construction	23,750 (100)	0	23,750
Preliminary Eng. (5%)	1,188 (100)	0	1,188
Construction Eng. (10%)	2,375 (100)	0	2,375
TOTALS	\$471,190	\$52,291	\$523,481

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.

* US 150(War Memorial Dr.) & IL 91/Summersshade Circle

** IL 40 (Knoxville Ave.) & Prospect; US 150 (War Memorial) & Frostwood; US 150 (War Memorial) & Grand Prairie

*** IL 40 (Knoxville Ave.) & Alta; IL 40 (Knoxville Ave.) & Bethany Way; IL 91 & American Prairie; US 150 (War Memorial) & Big Hollow/Willow Knolls; US 150 (War Memorial Dr.) & Orange Prairie

**** IL 40 (Knoxville Ave.) & Elaine/Proctor Hospital; IL 40 (Knoxville Ave.) & North Ln/Northpoint; IL 40 (Knoxville Ave.) & Ravinswood; US 150 (War Memorial Dr) & Academic Dr; US 150 (War Memorial Dr) & Glen Hollow

***** IL 40 (Knoxville Ave.) & Pennsylvania; US 150 (War Memorial Dr) & IL 6 NB Ramps; US 150 (War Memorial Dr.) & IL 6 SB Ramps

4. The CITY has passed a resolution appropriating within its 2020 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.

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 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 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 and electrical energy responsibilities for the traffic signals at the various intersections throughout the city in accordance with the existing Master Agreement executed on July 1, 2011 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.

Various Routes
Section: D4 ITS REPLACE 2021-1
Peoria & Tazewell Counties
Location: Replacement of existing video detection
 systems at various locations
Job No. C-94-008-21
Contract No. 68G05
Catalog No.: 036120-00D
Agreement No. JN-421-001

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

By: _____
Kensil A. Garnett, P.E.
Region Three Engineer

Date: _____

CITY OF PEORIA

By: _____
Patrick Urich, City Manager

Date: _____

Attest: _____
Beth Ball, City Clerk

REVIEWED AND APPROVED

By: _____
Chrissie Peterson, Interim Corp. Counsel

By: _____
Rick Powers, Public Works Director

(SEAL)

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

Patrick Urich, City Manager

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

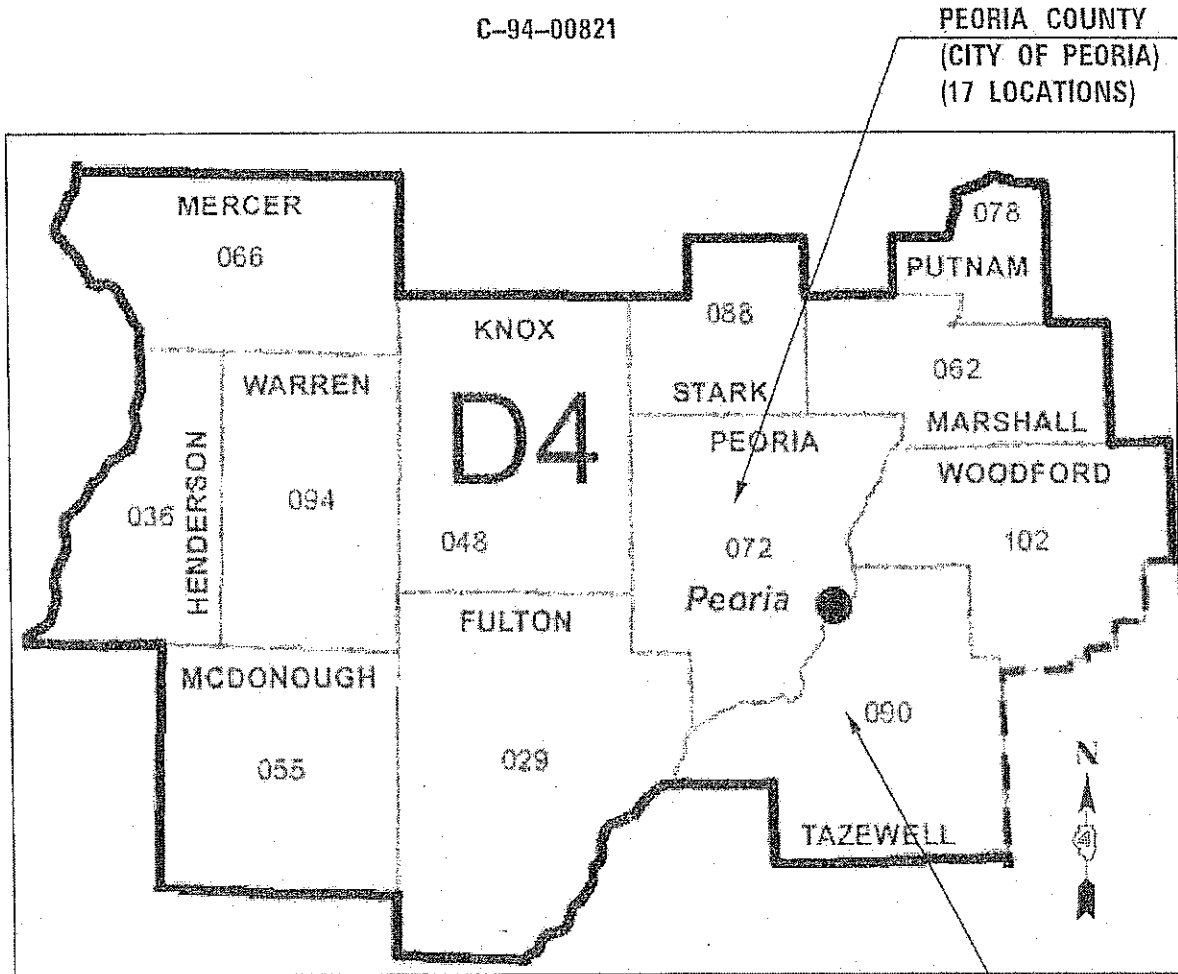
- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <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 |

Signature _____ Date _____

LOCATION MAP

VARIOUS ROUTES D4 ITS REPLACE 2021-1 PEORIA-TAZEWELL COUNTIES

C-94-00821



PEORIA COUNTY
(CITY OF PEORIA)
(17 LOCATIONS)

TAZEWELL COUNTY
(CITY OF EAST PEORIA)
(1 LOCATION)