

FAP Route 404 (IL 40)
Section: (63-1)RS;(43-1,124)PP
City Section: 19-00380-88-RS
Peoria County
Resurfacing on IL 40 from Fayette Street
to Main Street to SW Adams Street
Job No. C-94-013-18
Contract No. 68D98
Catalog No.: 035535-00D
Agreement No.: JN-419-005

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 .78 miles (4,120 feet) of William Kumpf Boulevard, Perry Avenue, and Glendale Avenue [FAP Route 404 (Illinois Route 40), State Section (63-1)RS;(43-1)124)PP, CITY Section 19-00380-88-RS] by milling, patching, and resurfacing Illinois Route 40 from Fayette Street to SW Adams Street, by modernizing traffic signals at the IL Route 40 intersections with Hamilton Boulevard, Main Street, and SW Adams Street, constructing ADA ramps, concrete curb and gutter, sidewalks, adjusting existing manholes, water valves, and inlets, 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:				
IL 40/Glendale Ave. @ Main St.;				
IL 40/Perry Ave. @ Main St.;				
IL 40/Perry Ave. @ Hamilton;				
IL 40/Kumpf Blvd. @ Adams; &	68,000 (80)	8,500 (10)	8,500 (10)	85,000
IL 40/Kumpf Blvd. at Martin Luther King Dr.				
Preliminary Eng. (5%)	0	7,650 (90)	425 (10)	4,250
Construction Eng. (10%)	6,800 (80)	850 (10)	850 (10)	8,500
Resurface Parking Lanes	0	11,500 (50)	11,500 (50)	23,000
Preliminary Eng. (5%)	0	575 (50)	575 (50)	1,150
Construction Eng. (10%)	0	1,150 (50)	1,150 (50)	2,300
Remaining Construction	740,800 (80)	185,200 (20)	0	926,000
Preliminary Eng. (5%)	0	46,300 (100)	0	46,300
Construction Eng. (10%)	74,080 (80)	18,520 (20)	0	92,600
TOTALS	\$889,680	\$280,245	\$23,000	\$1,189,100

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 prohibited within the limits 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. 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 40 without the consent of the STATE.

9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. 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.
11. 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.
12. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as IL Route 40 (Glendale Avenue, Perry Avenue, and William Kumpf Boulevard) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the center turn lane, the through traffic lanes lying on either side of the center turn lane, and the curb and gutter adjacent to those traffic lanes to be maintained by the STATE.
14. 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, parking lanes and their adjacent curb and gutter, 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 40. 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.

15. 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.
16. 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.
17. 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.
18. 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)

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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

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 _____

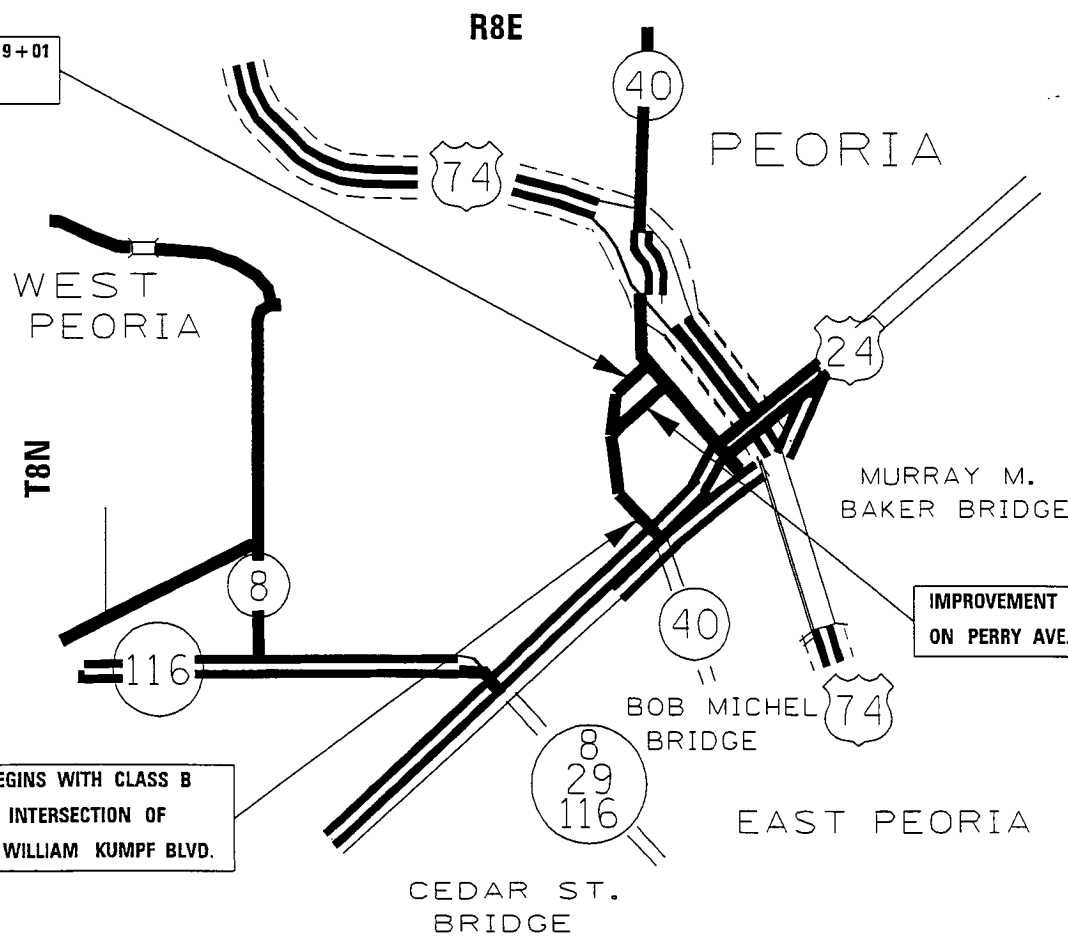
LOCATION MAP

FAP ROUTE 404 (IL 40) SECTION (63-1)RS;(43-1,124)PP PROJECT NHPP-6V38(342) 3P PEORIA COUNTY

C-94-013-18



IMPROVEMENT ENDS AT STA. 19+01
ON GLENDALE AVE.



IMPROVEMENT ENDS AT STA. 52+96
ON PERRY AVE.

IMPROVEMENT BEGINS WITH CLASS B
PATCHES AT THE INTERSECTION OF
ADAMS ST. AND WILLIAM KUMPF BLVD.