

FAU 6673 (Jefferson Avenue and FAU 6674  
(Adams Street)  
Section: 18-00377-00-SP  
Peoria County  
Location: Adams/Jefferson 1-Way to 2-Way  
Conversion  
Job No. C-94-021-21  
Contract No. 89767  
Catalog No.: 035749-00D  
Agreement No.: JN-423-401

## AGREEMENT

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2023, 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 CITY, in order to increase pedestrian safety and promote development, is desirous of converting of converting Adams Street between Walnut Street and Fayette Street from one-way traffic to two-way traffic including a bicycle lane, converting Jefferson Avenue between Walnut Street and Hamilton Boulevard from one-way traffic to two-way traffic including a bicycle lane, replacing existing pedestal mounted traffic signals with mast arm mounted traffic signals at various locations along Adams Street and Jefferson Avenue to allow for conversion to two-way traffic, and providing curb bump-outs for pedestrians at various intersections; and

WHEREAS, the conversion of Adams Street and Jefferson Avenue from one-way to two-way traffic will require modifications to Illinois Route 40 (William Kumpf Boulevard) from Adams Street to approximately 240 feet north of Jefferson Avenue, Fayette Street at its intersection with Jefferson Avenue and Adams Street for approximately 55 feet northeast of its intersection with Hamilton Boulevard, all of which are under STATE jurisdiction; and

WHEREAS, the work on Illinois Route 40 (William Kumpf Boulevard) will consist of median removal, tree removal, pavement removal, storm sewer removal, inlet removal, lightpole removal, combination curb and gutter removal, sidewalk removal, PCC Pavement, concrete median, PCC sidewalk and curb ramps, inlets, storm sewer, pavement marking, signing, traffic signal modifications at the Jefferson Avenue intersection, and traffic signal modifications at the Adams Street intersection; and

WHEREAS, work on Fayette Street will consist of sidewalk removal, combination curb and gutter removal, PCC pavement removal, inlet adjustments, PCC pavement, PCC driveway pavement, PCC sidewalk and curb ramps, Type G-1 inlets, storm sewer, combination curb and gutter, pavement marking, signing, traffic signal modifications at the Jefferson Avenue intersection; and

WHEREAS, work on the section of Adams Street northeast of Hamilton Boulevard will consist of sidewalk removal, combination curb and gutter removal, PCC pavement removal, hot-mix asphalt surface removal, PCC concrete base course widening, PCC driveway pavement, PCC sidewalk and curb ramps, Type G-1 inlets, storm sewer, combination curb and gutter pavement marking, signing, traffic signal modifications at the Hamilton Boulevard intersection; and

WHEREAS the STATE is desirous of said improvement in that same will be of immediate benefit to the traveling public and permanent in nature; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The CITY agrees to make, or cause to be made, the surveys, obtain all necessary right-of-way, cause the preparation of the plans and specifications in accordance with state standards and procedures, and pay all construction and engineering costs subject to reimbursement by the STATE as hereinafter stipulated.

2. The STATE agrees to receive bids and award the contract with the concurrence of the CITY.
3. The STATE agrees to pay to the CITY an amount equal to its total obligation for preliminary engineering, construction engineering, and project construction costs incurred under this agreement for the subject improvement as follows:
  - A. Upon award of the construction contract and subsequent invoicing by the CITY, an amount equal to 80% of the STATE's share of \$38,143.
  - B. Upon 100% completion of the construction work contemplated herein and subsequent invoicing by the CITY, an amount equal to the STATE's remaining obligation, which is \$9,536. **The total cost to the STATE shall not exceed \$47,679.00.**
4. The CITY shall secure formal written approval of the plans and specifications from the STATE, prior to advertising for the work to be performed hereunder. The STATE shall have a minimum 30 days for each review and comment/approval of the final plans and specifications.
5. The CITY has adopted and will put into effect an appropriate ordinance, prior to the CITY's advertising for the proposed work to be performed hereunder, or shall continue to enforce existing ordinances, requiring that parking be prohibited on Illinois Route 40 (Kumpf Boulevard) and on Adams Street northeast of Hamilton Boulevard within the limits of this improvement, and requiring that parking be parallel to the curbs on Fayette Street within the limits of this improvement, 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.
6. The CITY agrees to continue to enforce an ordinance relative to the disposition of encroachments and prohibit in the future any new encroachments within the limits of the improvement.

7. The CITY has adopted and will put into effect, or continue to enforce, prior to advertising for the work to be performed hereunder, an appropriate ordinance prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as part of this improvement.
8. The CITY shall maintain, for a minimum of five (5) years after the completion of the improvement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the improvement shall be available for review and audit by the Auditor General and other STATE auditors and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors and to provide full access to all relevant materials. Failure to maintain books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under this Agreement for which adequate books, records, and supporting documents are not available to support their purported disbursement.
9. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the U.S. Department of Transportation.
10. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The CITY agrees to cause all CITY-owned utilities to be relocated and/or adjusted, if required, at no expense to the STATE.
12. The CITY agrees to obtain and pay for the cost of acquiring the right of way and access control that is necessary for this project in the STATE's name in accordance with the following requirements:
  - A. Right of way shall be acquired in the name of the STATE on standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.

- B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right of way, the consideration for which exceeds \$10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right of way acquired for the project where the consideration is \$10,000 or less. In the event acquisition of the right of way by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by him.
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- C. Cost of the right of way shall include the purchase price thereof as well as the cost of negotiators, appraisals, title evidence, relocation assistance and payments, property management and such legal service as may be necessary to acquire said right of way. The acquiring agency, if participating in the cost of the right of way shall receive a credit for a proportionate amount of the proceeds of any sale or rental of improvements acquired within the right of way or as a direct result of the right of way acquisition.
- D. All parties engaged in the acquisition of the right of way shall be approved in advance by the STATE.
- E. The CITY shall provide a sufficient number of qualified reviewing appraisers approved by the STATE. The STATE shall approve the appraisal process in advance of negotiations for the purchase of said right of way.
- F. Any phase of the STATE's Relocation Assistance Procedures to be performed by any qualified agency other than the STATE shall be covered by separate contractual agreement or agreements with the agency and are subject to prior approval of the Division Administrator of the Federal Highway Administration.
- G. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure compliance with the STATE's Land Acquisition Policies and Procedures.

13. The CITY agrees to acquire any right of way and access control that is necessary for this project in the CITY's name, at its own expense, in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and procedures, as now or hereafter revised or amended. Prior to advertising for bids, the CITY shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been complied with.
14. The STATE will advertise for bids for the construction of the proposed improvement after the local agency's certification as to compliance with Titles II and III requirements have been accepted by the STATE and subject to approval by the Division Administrator of the Federal Highway Administration.
15. The STATE shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the CITY's certification of compliance with Titles II and III requirements of aforesaid Act.
16. Upon acceptance of the traffic signal work included herein by the STATE, the STATE and CITY will continue their respective maintenance and energy responsibilities for the traffic signals at the intersections of Illinois Route 40 (William Kumpf Boulevard) & Jefferson Avenue, Illinois Route 40 (William Kumpf Boulevard) & Adams Street, Fayette Street & Jefferson Avenue, and Adams Street & Hamilton Boulevard as part of this improvement 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.
17. Upon acceptance of the improvement by the STATE, the STATE and CITY agree to continue their existing maintenance responsibilities on Illinois Route 40 (William Kumpf Boulevard), Fayette Street, and Adams Street northeast of Hamilton Boulevard.
18. The CITY agrees to be responsible for the cost for the correction of any negative operational issues that may arise on STATE routes, as a result of the conversion of

streets on this project from one-way to two-way operation.

19. The CITY certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced In the United States, unless the executive head of the procuring Agency/University grants an exception. (30 ILCS 565).
  20. 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.
  21. 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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This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

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STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

CITY OF PEORIA

\_\_\_\_\_  
Omer Osman  
Secretary of Transportation

By: Jack A. Elston, P.E.  
Engineer of Design and Environment

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Patrick Urich, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Stefanie Tarr, City Clerk

(SEAL)

By: \_\_\_\_\_  
Patrick Hayes  
Corporation Counsel

Date: \_\_\_\_\_  
Rick Powers, Public Works Director



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**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   |