September 19, 2014

Ms. Beth Ball City Clerk 419 Fulton Peoria, Illinois 61602

Subject: City: Peoria

Section: 13-00363-01-PV Job: C-94-124-14 Joint Agreement

Dear Ms. Ball:

The department executed the subject agreement on September 12, 2014. A copy is enclosed.

Sincerely,

James K. Klein, P.E., S.E.

Acting Engineer of Local Roads and Streets

By: Gregory S. Lupton, P.E.

Acting Local Project Implementation Engineer

**Enclosure** 

cc: Jim Ardis III, Mayor

Kensil Garnett (Acting) Attn: Tony Sassine - District 4

Jeff South

Joanne Woodworth, Attn: Project Control

City of Peoria



Job Number - Construction

C-94-124-14

Job Number - Engineering

Section

13-00363-01-PV

## Truck Access Route Program (TARP) Agreement

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

<del>-</del>		Location	
Local Name Townline Road		Route FAU 6610	Lane Miles0.9
Number of Eligible Into	ersections 0		
University Street			
Current Jurisdiction	City of Peoria		
		Project Description	

Full depth concrete reconstruction of Townline Road from 340 feet east of Industrial Road to the southern end of the curve onto University Street. Will include curbs, gutters, pavement reconstruction, under-drains, and storm sewers.

Division of Cost			
Type of Work	TARP (1)	LA (2)	Total
Participating Construction	40,500	1,000,040	1,040;540
Non-Participating Construction			0
Preliminary Engineering			0
Construction Engineering			0
	······································		0
			0
			0
TOTAL.	\$40,500	\$1,000,040	\$1,040,540

### Note

- It is mutually agreed that the STATE'S share of the PROJECT cost under the Truck Access Route Program shall be a lump sum 1/ amount of \$40,500 not to exceed 50% of the final construction cost, whichever is the lesser.
- 2/ Any remaining balance shall be the responsibility of the LA.

Upon award of the project and request of payment from the LA, the STATE will pay the LA its share of the project costs.

### **Agreement Provisions**

- 1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
- 2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- 3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
- 4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
- The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
- 6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE.
- 7. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit B. Such truck route shall be properly signed in accordance with the <u>Illinois Manual on Uniform Traffic Control Devices</u>. Cost of truck route signing is included in estimated cost of the PROJECT.
- 8. The LA shall maintain, for a minimum of 3 years after the completion of the project, 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 project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
- 9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
- 10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
- 11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency	Section
City of Peoria	13-00363-01-PV

#### **EXHIBITS**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement. Exhibit A - Location Map

Exhibit B - 80,000lb Truck Route Resolution/Ordinance

armost that it accepts and will comply with the applicable provisions set forth in this

Agreement and all exhibits indicated above.	pts and will comply with the applicable provisi	ons set fortiffin this
APPROVED  Local Agency		
Local Agency	APPROVED	
	State of Illinois, Department of T	ransportation
James E Ardis Name of Official (Print or Type Name)	E-94 _	9/12/14
Name of Official (Print of Type Name)	Erica J. Barggren, Acting Secret	ary of Transportation Date

Mayor Title (County Board Chairperson/Mayor/Village President/etc.) Date

The above signature certifies the agency's TIN number is 37-6001761 conducting business as a Governmental Entity.

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Tony Small, Director of Finance and Administration

Section
13-00363-01-PV

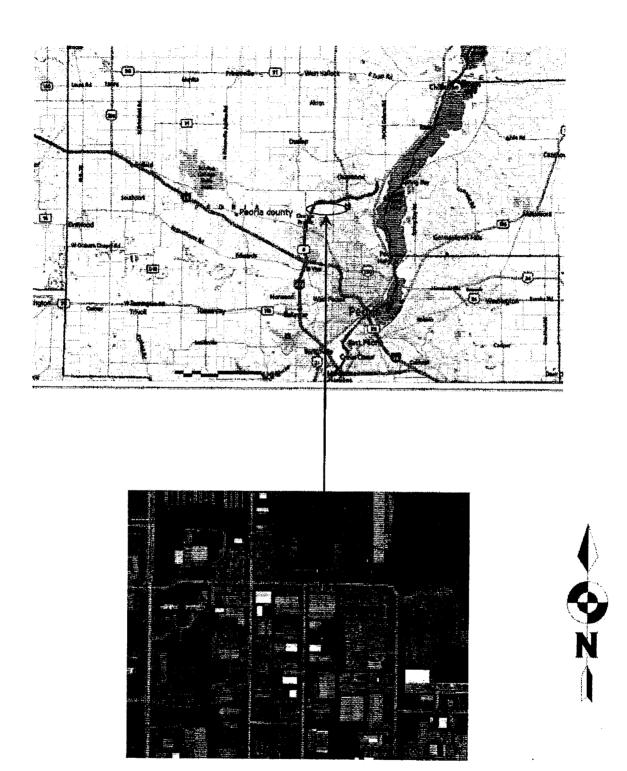
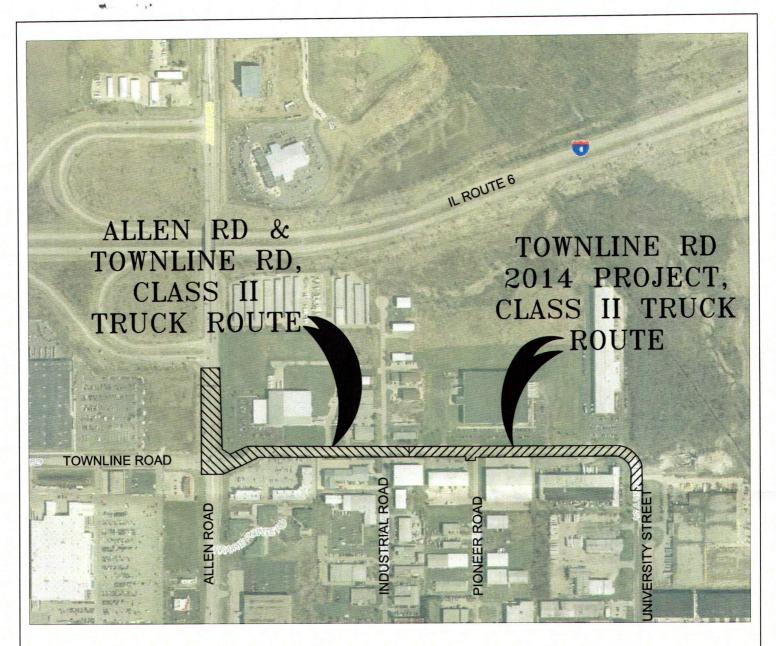


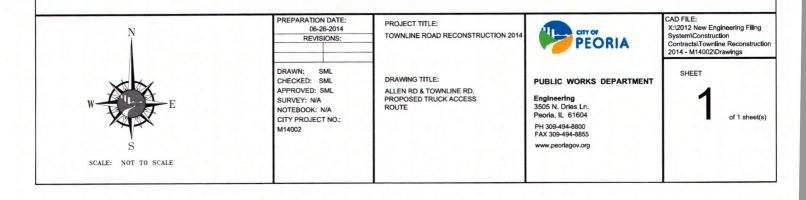
EXHIBIT A

LOCATION MAP

SECTION 13-00363-01-PV



PROPOSED CLASS II TRUCK ROUTE:
ALLEN ROAD (IL ROUTE 6 TO TOWNLINE RD) &
TOWNLINE ROAD (ALLEN RD TO UNIVERSITY ST)





# Resolution Establishing a Class II or Class III Designated Truck Route

WHEREAS, the State of Illinois by its General Assembly has enacted the Illinois Vehicle Code; and

**WHEREAS**, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

	<b>3</b> , ,			
	AS, the Local Agency,		OIS , is desirous of providing a truck rout	te
for the purpose	of accommodating a load	limit of 80,000 pounds:		
NOW TI	HEREFORE, BE IT RESC	DLVED, that the portions of	of Allen Road and Townline Road	
	intersection of IL Route		d extending to University Street	
for 0.657	miles be designated		<del></del>	
⊠ Clas	s II Truck Route or	Class III Truck Rou	ute.	
		_		
Ayes:	9	Name	James E Ardis	
Nays:	0	Title	Mayor ()	
Absent:	2	Signature	Ton United	
STATE OF ILLIN	NOIS		$\bigcirc$	
	)	SS		
COUNTY OF _	PEORIA )			
I,	Beth Ball	, Clerk,	in and for the Local Agency and State aforesaid, and	
keeper of the re	cords and files of said offi	ce, hereby certify that the	foregoing is a true and correct copy of a resolution	
adopted by the l	_ocal Agency, CTTY 0.	F PEORIA, 1L at	t their Adjourned Meeting held on JULY 8, 2014	<b>-</b> ·
IN TEST	ΓΙΜΟΝΥ WHEREOF, Ι wi	tness my hand and seal of	fthe Local Agency, CITY OF PEORIA, ILLINOI	S
	day of <u>JULY</u> 2014			
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(SEAL)			house, he	
			Sanon	
			Clerk	
	<b>9</b> .			
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		Donal	D. Leest	
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		Corporation Cou	unsel	