



Illinois Department of Transportation

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

December 2, 2020

PROJECT SUPPORT
JOINT AGREEMENT

Various Routes

Section: D4 Signal Installation 2021

Various Counties

Location: Installation of dilemma zone detection and LED lighting at various intersections

Agreement No.: JN-421-006

Contract No. 68G06

Catalog No.: 036122-00D

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

Dear Mr. Lewis:

Enclosed are three (3) copies of the Joint Agreement, which describes the above-captioned project for the addition of dilemma zone detection and LED lighting at various intersections and the degree to which the state and the city of Peoria will be participating.

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

If you have any questions regarding this Joint Agreement, please feel free to contact our Agreements Unit at (309) 671-3392.

Sincerely,

A handwritten signature in blue ink that reads "Kensil A. Garnett 3/21".

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

DV:pjl\Agreements\Letters\Executed Local Agency\JN421006_CityOfPeoria.docx

Enclosure(s)

cc: Studies & Plans (M. Otten
Programming (T. Worsfold)
Project Support (J. Miller)
Agreements (D. Varner)

Received

Date

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AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2020, 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 modernizing traffic signals as shown in "Attachment 1" attached hereto and made a part hereof, by installing dilemma zone detection systems at two (2) intersections: 1 – US 150 & Academic Dr and 2 – US 150 & Glen Hollow, a video vehicle detection system at US 150 & Glen Hollow and a flashing yellow "congestion ahead" sign and signal along US 150 near Sherwood Place, (Note: the work scheduled for the flashing yellow "congestion ahead" sign along US 150 near Sherwood Place is 100% Federal and State funded); as shown in the attached plans, 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 the plans and specifications within the 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>FEDERAL COST (%)</u>	<u>STATE COST</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Modernize Traffic Signals at US 150 & Academic Dr and US 150 & Glen Hollow	60,300 (90)	0	6,700 (10)	67,000
Prelim Engineering (5%)	0	0	3,350 (100)	3,350
Const Engineering (10%)	6,030 (90)	0	670 (10)	6,700
Remaining Construction	605,700 (90)	67,300 (10)	0	673,000
Prelim Engineering (5%)	0	33,650 (100)	0	31,750
Const Engineering (10%)	57,150 (90)	6,350 (10)	0	67,300
TOTALS	\$732,600	\$107,680	\$10,720	\$851,000

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 improvements 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 these improvements, 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 these improvements, 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.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans, by resolution or letter, or by signing the Plan Approval sheet which is part of this document.
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 intersections of US 150 & Academic Dr and US 150 & Glen Hollow in accordance with the existing Master Agreement 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.
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

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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, P.E.
Region Three Engineer

Date: _____

CITY OF PEORIA

By: _____
Patrick Ulrich, City Manager

Date: _____

Attest: _____
Beth Ball, City Clerk

REVIEWED AND APPROVED

By: _____
Chrissie Peterson, Senior Attorney

By: _____
Rick Powers, Public Works Director

(SEAL)

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 _____

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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

Peoria

