



**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number
City of Peoria	Peoria	18-00377-00-SP

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HSIP	HSIP #201809111	PPUATS	PEO-21-02

**Construction**

State Job Number	Project Number
C-94-021-21	1CDZ(284)

Construction on State Letting     Construction Engineering     Utilities     Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Southwest Adams Street	FAU 6674	0.55 mi.	00.69	01.24

Location Termini  
Hamilton Boulevard to Walnut Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Peoria	N/A	Remove

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Southwest Jefferson Avenue	FAU 6673	0.52 mi.	00.66	01.18

Location Termini  
Walnut Street to Hamilton Boulevard

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Peoria	N/A	Remove

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Southwest Jefferson Avenue	FAP 0064	0.18 mi.	09.91	10.09

Location Termini  
Hamilton Boulevard to Spaulding Avenue

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Peoria	N/A	Remove

**PROJECT DESCRIPTION**

Converting Adams Street and Jefferson Avenue from 1-Way Streets to 2-Way Streets from Walnut Street to Fayette Street. Includes traffic signals, curb bump outs, ADA upgrades, milling and overlay, and pavement striping.

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

### METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - **LPA's** Share \_\_\_\_\_ BALANCE \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

### THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

12. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

#### **THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

#### **IT IS MUTUALLY AGREED:**

1. 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 and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved

program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

#### **FISCAL RESPONSIBILITIES:**

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input checked="" type="checkbox"/>	4.	Inter-Governmental Agency Agreement

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Rita Ali

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

376001761 conducting business as a Governmental Entity.

DUNS Number 071435150

UEI \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsu Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

**NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

Please check this box to open a fillable Resolution Form within this Addenda.



Resolution No. \_\_\_\_\_

A Resolution for:

Section Number 18-00377-00-SP  
State Job Number C-94-021-21  
Project Number 1CDZ(284)

WHEREAS, the City of Peoria is proposing to

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the \_\_\_\_\_

Section 1: The \_\_\_\_\_ hereby appropriates \_\_\_\_\_ or as much as may be needed to match the required funding to complete the proposed improvement from \_\_\_\_\_ and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The \_\_\_\_\_ is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The \_\_\_\_\_ Clerk of \_\_\_\_\_ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District \_\_\_\_\_ Bureau of Local Roads and Streets.

I, \_\_\_\_\_ Clerk in and for \_\_\_\_\_, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the \_\_\_\_\_, Illinois, and keeper of the records at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

(seal)



### Instructions for BLR 05310C Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

#### Local Public Agency

Name of LPA Insert the name of the LPA.

County Insert the name of the county in which the LPA is located.

Section Number Insert the section number applied to this project.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).

ITEP, SRTS, HSIP, Number Insert the ITEP, SRTS, HSIP number assigned to this project.

MPO Name From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"

#### Construction

Job Number Insert the job number assigned for the construction portion, the number will begin with a "C"

Project Number Insert the project number assigned to the construction portion of this project.

Construction on State Letting Check this box if the construction portion of this project will be on a state held letting.

Construction Engineering Check this box if the construction portion of this project will involve construction engineering.

Utilities Check this box if the construction portion of this project will involve utility work.

Railroad Work Check this box if the construction portion of this project will involve railroad work.

Location Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Local Street/Road Name Insert the local street/road name.

Key Route Insert the key route of the street/road listed above.

Length Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.

Station

From Insert the beginning station of the project as it pertains to the key route for this location for this project

To Insert the ending station of the project as it pertains to the key route for this location for this project.

Location Termini Insert the beginning and ending termini as it pertains to this location for this project.

Existing Structure Number(s) Insert the existing structure number(s) for this project.

Add Location Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead insert "Various" in the first location field.

Project Description Insert a description of the work to be accomplished by this project.

Method of Financing

Method A This area is for state-let contract only. Check one.  
If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.

Method B If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.

## Instructions for BLR 05310C Page 2 of 3

Method C If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

### For State-Let Construction Projects

#### Addenda

Within the addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map — Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost — Insert the division of cost age (see separate instructions for completing this document).
3. LPA Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Addendum 3. If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.
4. IDOT Fiscal Approval Signature Page.

#### Approved

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number <https://sam.gov/content/duns-uei>).

Illinois Dept. of Transportation The appropriate IDOT official shall sign and date here.

#### Division of Cost Table

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.  
Lump-sum to be utilized second not to exceed \$20,000 EDP funds.  
Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.  
Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

#### Division of Cost Table

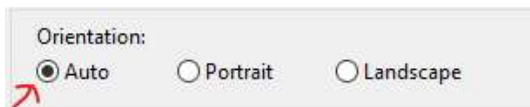
Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

**A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:**

District file  
Bureau of local Roads Central Office (2)

Printing Instructions For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.



Sample Resolution

RESOLUTION No: \_\_\_\_\_

**A Resolution for:**

Section No: \_\_\_\_\_

Job No.: \_\_\_\_\_

Project No.: \_\_\_\_\_

**WHEREAS**, the [city, village, town, county] of \_\_\_\_\_ is proposing to \_\_\_\_\_.

**WHEREAS**, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

**WHEREAS**, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

**WHEREAS**, the improvement requires matching funds; and

**NOW, THEREFORE**, be it resolved by the {Board} :

**Section 1:** The {Board} hereby appropriates \$\_\_\_\_\_, \_\_\_\_\_ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

**Section 2:** The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

**Section 3:** This resolution will become Attachment 3 of the AGREEMENT.

**Section 4:** The \_\_\_\_\_ Clerk of \_\_\_\_\_ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District \_\_ Bureau of Local Roads and Streets.

I, \_\_\_\_\_, \_\_\_\_\_ Clerk in and for \_\_\_\_\_, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the \_\_\_\_\_ at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(seal)

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