



**Local Public Agency Agreement
for Federal Participation**



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City Of Peoria		Peoria	16-00368-01-PV
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name
HSIP	201809113		PPUATS
			MPO TIP Number
			PEO-20-02

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-048-19	XMWJ(817)				

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
South Western Avenue	FAU 6594	0.83	00.00	00.83

Location Termini
West Lincoln Avenue to Southwest Adams Street

Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/>
City Of Peoria	N/A	<input type="button" value="Remove"/>

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
South Western Avenue(IL 8)	FAP 0671	0.06	05.64	05.70

Location Termini
West Howett Street To West Lincoln Avenue

Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/>
State of Illinois	N/A	<input type="button" value="Remove"/>

PROJECT DESCRIPTION

Reconstruction of Western Avenue from four lane to three lane section with paver bike lanes. Project also includes new storm sewer, lighting, sidewalks, water main, and miscellaneous items.

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. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (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.
14. Certifies to the best of its knowledge and belief that it's 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 antitrust 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.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
 16. (**STATE** Contracts). 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**.
 17. 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.
 18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. 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.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (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.
 23. (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, which ever 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 on the engineering projects.
 24. (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.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date 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.
 26. (Single Audit Requirements) That 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** (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.
 27. That the **LPA** is 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/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that 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, 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), "Grantor 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>)

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. (State Contracts) 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. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction 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.

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. Local Appropriation Resolution
Add Row	4. Jurisdiction & Maintenance

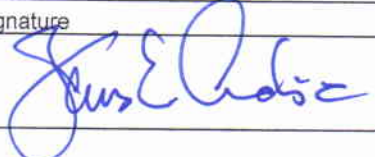
The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)
Jim Ardis, III

Title of Official
Mayor

Signature Date
 8/25/20

The above signature certifies the agency's Tin number is 376001761 conducting business as a Governmental Entity.

Duns Number 071435150

ATTEST:

BY:

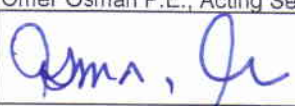

CITY CLERK

DATE:

8/25/20

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary Date
 2/25/21

By: Date
Director of Planning & Programming
N/A

Director of Planning & Programming Date
N/A

Philip C. Kaufmann, Chief Counsel Date
N/A

Joanne Woodworth, Acting Chief Fiscal Officer Date
N/A

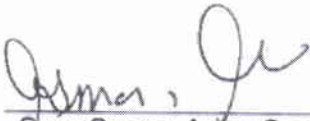
NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Bureau of Local Roads and Streets
Joint Agreement Approval List

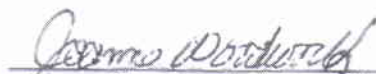
Page	Job Number	Local Agency	Amount of Agreement	Excluded from Approval
1-1	C-91-079-15	DuPage County	\$5,764,126	
1-2	C-91-216-18	Fox Lake	\$3,219,724	
1-3	C-91-361-19	Clarendon Hills	\$209,000	
1-4	C-91-091-20	Buffalo Grove	\$7,620,854	
1-5	C-98-329-16	Cahokia	\$805,000	
2-1	C-92-041-20	Stephenson County	\$149,000	
2-2	C-93-031-20	Kendall County	\$45,000,000	
3-1	C-91-253-17	Romeoville	\$1,536,000	
4-1	C-91-198-19	Joliet	\$1,182,149	
4-2	C-91-153-20	Richton Park	\$1,628,572	
4-3	C-91-279-17	Lake County	\$3,216,000	
4-4	C-91-234-19	Melrose Park	\$426,100	
5-1	C-91-393-16	Aurora	\$1,478,760	
5-2	C-92-032-17	Carroll County	\$1,100,000	
5-3	C-92-039-20	Stephenson County	\$614,000	
5-4	C-93-004-21	Bureau County	\$815,000	
5-5	C-94-040-18	Peoria County	\$1,790,000	
5-6	C-96-002-21	Springfield	\$750,000	
6-1	C-91-121-20	Johnsburg	\$179,768	
6-2	C-92-085-20	Forreston	\$179,590	
6-3	C-94-064-19	Washington	\$200,000	
6-4	C-95-004-20	Rantoul	\$250,000	
7-1	C-93-022-19	Streator	\$742,775	
7-2	C-94-072-14	Macomb	\$1,769,500	
7-3	C-94-046-20	Woodford County	\$700,000	
7-4	C-94-048-19	Peoria	\$11,722,800	

Bureau of Local Roads and Streets
Joint Agreement Approval List

The above is a listing of joint agreements for improvements scheduled for the State Letting. The joint funding agreements associated with these projects have been reviewed by the Department and recommended for execution. Concurrence is hereby given to execute the joint funding agreements listed above.

By: 
Omer Osman, Acting Secretary

Date: 11/20/20

By: 
Joanne Woodworth, Acting Chief
Fiscal Officer

Date: 11/23/20

By: N/A
Director of Planning and
Programming

Date: N/A

By: 
Philip C. Kaufmann, Chief
Counsel

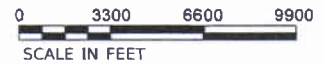
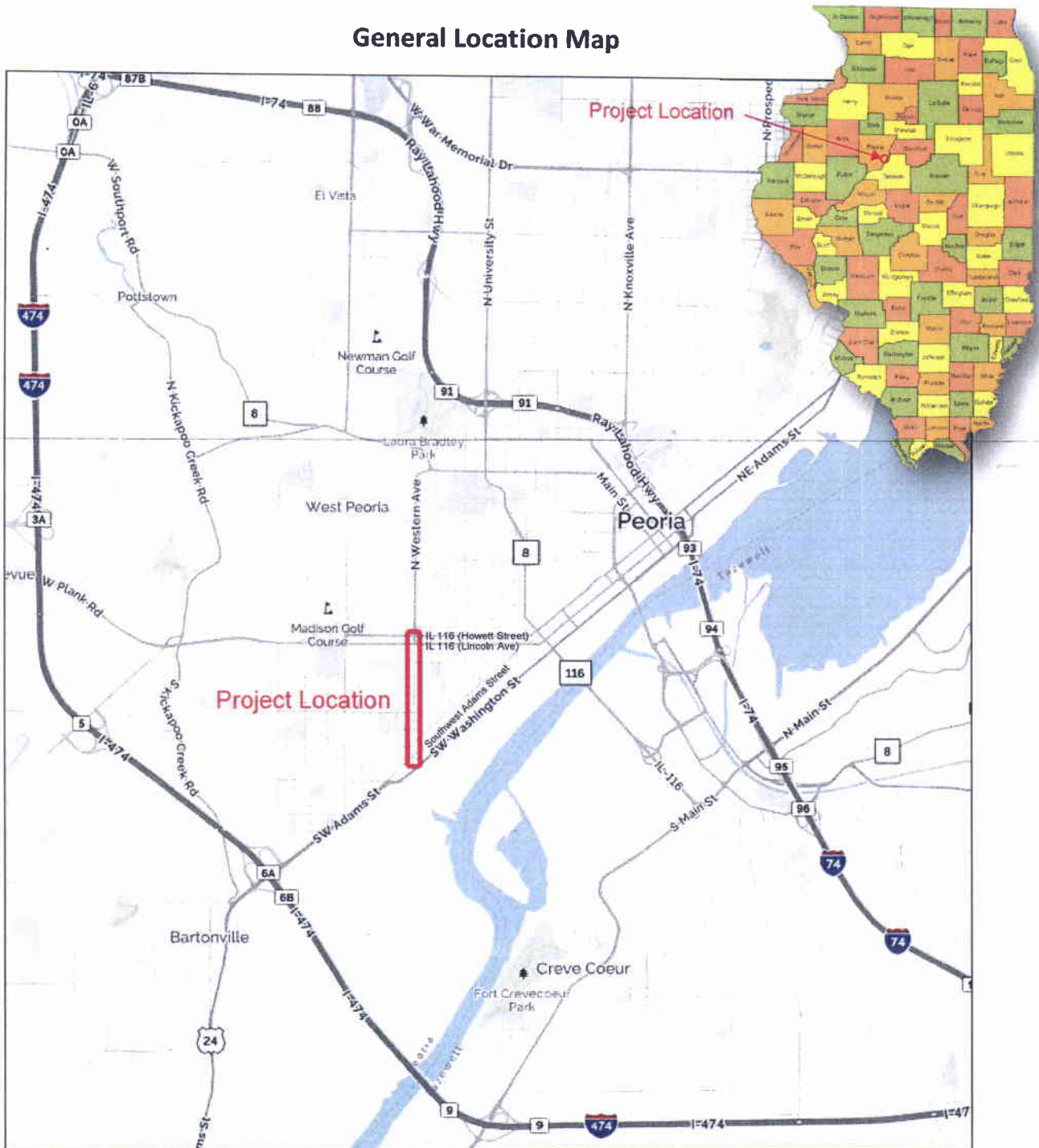
Date: 11/20/20

ADDENDA 1 - LOCATION MAP

City of Peoria: Western Avenue from Adams Street to Howett Street

Section No. 16-00368-00-EG

General Location Map



DIVISION of HIGHWAYS
Dept. of Transportation

AUG 31 2020

Region 3/District 4
RECEIVED
Local Roads

STATE OF ILLINOIS }
City and County of Peoria }SS
}

I, Beth Ball, City Clerk of City of Peoria, Illinois, do hereby certify that I am City Clerk of the said City of Peoria, Illinois, and keeper of the records and official seal of said City, and that I have compared the annexed and foregoing copy of RESOLUTION NO. 20-205-C, which was approved by the City Council on August 11, 2020, by roll call vote of 9 Yeas; 2 Nays.

The Council being composed of 10-duly elected Councilmen and Mayor with the original record thereof remaining in my office, and have found the same to be a true and correct transcript therefrom, and of the whole of such original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the official seal of the said City, this 18th day of August, A.D. 2020.



Beth Ball
Beth Ball
City Clerk of Peoria, Illinois

By: Dejanie Barr
Chief Deputy City Clerk of Peoria, Illinois

RESOLUTION NO. 20-205-C
CITY OF PEORIA

Peoria, Illinois AUGUST 11 2020

A RESOLUTION IN SUPPORT OF THE CITY'S SHARE OF FUNDING FOR WESTERN AVENUE IMPROVEMENTS FROM ADAMS STREET TO HOWETT STREET IN COOPERATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S REQUIREMENTS FOR THE USE OF FEDERAL HIGHWAY FUNDS

DIVISION of HIGHWAYS
Dept. of Transportation

AUG 31 2020

Region 3 / District 4
RECEIVED
Local Roads

CITY OF PEORIA
Location: FAU 6594 (Western Avenue)
Section No.: 16-00368-01-PV
Project No.: XMWJ(817)
Job No.: C-94-048-19

WHEREAS, the City of Peoria endeavors to improve a segment of Western Avenue from Adams Street to Howett Street that is approximately 0.83 miles in length and known to the Illinois Department of Transportation as MFT Section Number 16-00368-01-PV and State Job Number C-94-048-19.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED, by the City of Peoria authorizes NINE MILLION, THREE HUNDRED AND SIXTY-NINE THOUSAND, THREE HUNDRED AND SEVENTY-SEVEN AND 00/100 dollars, (\$9,369,377.00), or as much of such sum as may be needed to match federal funds in the completion of the aforementioned project known as MFT Section Number 16-00368-01-PV.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

Certificate:

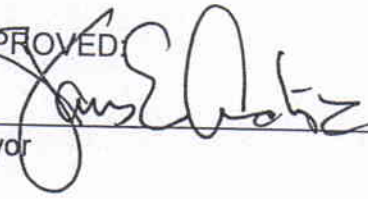
I, Beth Ball, Clerk in and for said City in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the City Council at its meeting held on AUGUST 11, 2020.

In testimony whereof, I have hereunto set my hand and affixed the seal of said City at my office in PEORIA, in (County), this 14TH day of AUGUST, 2020.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEORIA, ILLINOIS, THIS 11TH DAY OF AUGUST, 2020

APPROVED:

Mayor

A handwritten signature in black ink, appearing to read "James E. Walsh", written over a horizontal line.

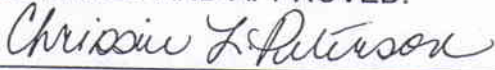
ATTEST:

City Clerk

A handwritten signature in black ink, appearing to read "Beth Ball", written over a horizontal line.

EXAMINED AND APPROVED:

Corporation Counsel

A handwritten signature in black ink, appearing to read "Christine L. Peterson", written over a horizontal line.

FAP Route 671 (IL 8)
 FAU Route 6594 (Western Ave.)
 City Section: 16-00368-01-PV
 Peoria County
 Location: Western Avenue from West
 Howett Street to S.W. Adams Street
 Job No. C-94-048-19
 Contract No. 89766
 Catalog No.: 035741-00D
 Agreement No.: JN-420-405

AGREEMENT

This Agreement, entered into this 1ST day of October, 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 CITY, to increase pedestrian safety and promote development, is desirous of
 reconstructing Western Avenue from a four-lane to a three-lane section with bicycle lanes, which
 includes new storm sewer, lighting, sidewalks, and watermain from West Howett Street to S.W.
 Adams Street; 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;

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, receive bids and award the contract with the concurrence of the STATE, and pay all
 construction and engineering costs subject to reimbursement by the STATE as hereinafter
 stipulated.

7. 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.
8. 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, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
9. 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.
10. 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. (Non-Federal-aid projects use Illinois Department of Transportation in lieu of U.S.)
11. The CITY agrees to exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
12. The CITY agrees to cause all CITY-owned utilities to be relocated and/or adjusted, if required, at no expense to the STATE.

16. The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the bicycle path not otherwise carried on STATE structures. The CITY further agrees to indemnify and hold harmless the STATE, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the shared use path.
17. It is the intent of the STATE that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the STATE. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.
18. 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).
19. 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.
20. 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.

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 |

ADDENDA 1 - LOCATION MAP

City of Peoria: Western Avenue from Adams Street to Howett Street

Section No. 16-00368-00-EG

General Location Map

