August 18, 2015

City of Peoria
City Hall Building
419 Fulton Street
Peoria, Illinois 61602

Dear City Clerk:

The State of Illinois, acting through its Department of Transportation, entered into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality through 2025. See attached.

A new computation sheet(s) for FY 2016 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 5.91. The computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains in 12-month increments through June 30, 2016.

The Department will reimburse your municipality \$180,450.41 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement.

If you have any questions or concerns regarding this information, please contact Cliff Williams, Services and Development Technician, at (309) 671-4485.

Sincerely,

Fond a. Dormoo

Kensil A. Garnett, P.E. Deputy Director of Highways, Region Three Engineer

CW:lmh

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Enclosure

cc: File





Intergovernmental Agreement

Address 419 Fulton Street City, State, Zip Peoria. Illinois 61602 Remittance Address (if different from above)	TARREST LANGE		1150	-CC-FILES	000	
City, State, Zip Peoria, Illinois 61602			SEPARIMEN	RECEIVED	AND	
Peoria, Illinois 61602			//QV	G 1 4 2015		
Remittance Address (if different from above)			All	10 1 1 201.	· //	
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City, State, Zip				SCRIA, ICC		
Telephone Number (309) 494-8519	Fax Number (309) 494-8574		FEIN/TII 00-72		DUNS NA	1.00
Brief Description of Service (full description sp	pecified in Part 5)					
Routine maintenance of State routes						
Compensation Method (full details				Agreement T	erm	
specified in Part 6) Lump Sum				From: July	01, 2015	
Total Compensation Amount		Advance Pay	☐ Yes			
\$1,973,800 Estimate			⊠ No	To: June 3	0, 2025	
itrick Hrich, City Manager	Ell	11				June
atrick Urich, City Manager me and Title of Authorized Representative) R THE DEPARTMENT: Amy J Eller Amy Eller, Acting Engineer of Operations	CITY OF PEORIA 7-6-1 Date	Dall	City William M.	Clerk Barnes, Chief (June Date
me and Title of Authorized Representative)	CITY OF PEORIA 7-6-1 Date	By:	William M. (App	Clerk Barnes, Chief or oved as to form Jeans interim Chief Fir	(a)	7/15/ Date 7/15/ Date 1/17/ Date

Print Title

INTERGOVERNMENTAL AGREEMENT

FOR

ROUTINE MAINTENANCE OF STATE ROUTES

This Agreement is by and between

City of	Peoria
Please type or	print legibly the GOVERNMENTAL BODY'S legal name and address
419 Fu	Iton Street
Peoria,	IL 61602
Attn:	Jim Ardis

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Scope/Compensation/Term
General Provisions
Federally Funded Agreements
Specific Provisions
Scope of Services/Responsibilities
Compensation for Services
Certification Regarding Lobbying
Agreement Award Notification

PART 1 SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities. The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation. Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement. The term of this Agreement shall be from July 01, 2015 to June 30, 2025.
- **D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal. This Agreement may not be renewed.

PART 2 GENERAL PROVISIONS

- **A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.
- B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- C. Availability of Appropriation. This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.
- **D.** Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- **E.** Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of three years after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Cost Category Transfer Request. For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rational for the transfer.
- G. Subcontracting/Procurement Procedures/Employment of Department Personnel
 - 1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 - 2. Procurement of Goods or Services Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
 - 3. Procurement of Goods or Services State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL

BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons that are employed by the DEPARTMENT for any work required by the terms of this Agreement while they are still employed by the DEPARTMENT.

PART 3 FEDERALLY FUNDED AGREEMENTS

[Not applicable to this Agreement.]

PART 4 SPECIFIC PROVISIONS

A. Invoices. Invoices submitted by the GOVERNMENTAL BODY will be based on the approved annual lump sum amount for completion of Part 5, Scope of Services and as described in Part 6, Compensation for Services. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed as determined by the DEPARTMENT, the DEPARTMENT will advise the municipality of the deficiencies to be corrected before invoicing will be authorized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation District 4 Attn.: Cliff Williams 401 Main Street

Peoria, IL 61602

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31st of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.
- **C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT or the GOVERNMENTAL BODY may terminate the Agreement by giving the other party ninety (90) days written notice.

In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

- **D.** Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.
- E. Ownership of Documents/Title to Work. [Not Applicable To This Agreement]
- F. Software. [Not Applicable To This Agreement]
- **G. Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- **H.** Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- I. Travel Expenses. Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.
- J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

- K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.
- L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

- 1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
- 3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY:	City of Peoria
Taxpayer Identification Number:	00-7220064

Legal Status (check one):

Tax-exempt	\boxtimes	Government
Nonresident Alien		Other

- M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

PART 5 SCOPE OF SERVICE/RESPONSIBILITIES

A. The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENTS jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A: SEE ATTCHED COMPUTATION SHEET

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be reduced to writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by City Engineer on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. However, the parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations provided the change in amount of total payments is less than 10%.

- B. Maintenance Requirements. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following routine services, as necessary:
 - · routine surface and pothole repairs
 - · temporary full depth patching;
 - removing expansion bumps on bituminous surfaces;
 - sealing cracks and joints;
 - cleaning;
 - picking up litter;
 - · controlling snow and ice; and
 - all other routine operational services.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up litter;
- · mowing; and
- repairing surface.
- C. Responsibilities. The GOVERNMENTAL BODY agrees to the following:
 - must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
 - must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement

- cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

PART 6 **COMPENSATION FOR SERVICES**

A. Funding: State Funds (Appropriation Code: 011-49405-4472-0200) Share

\$1,973,800 (Estimate) 100%

- B. Terms and Conditions:
 - 1. GOVERNMENTAL BODY agrees that total payment for each fiscal year from 2016 through 2025 must not exceed the previous year's total payment plus cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;
 - 2. The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT's Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula - Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet - Municipal Maintenance (Attachment A) under the conditions stated in Section B.1 above;
 - 3. The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and
 - 4. The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

PART 7 **CERTIFICATION REGARDING LOBBYING** (49 CFR PART 20) [NOT APPLICABLE TO THIS AGREEMENT]

PART 8

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

nted 5	76/2015		Page 7 of 8	OP-D4 Peoria Maintenance Agreement 15
	Federal Project Number:	NA		
	Amount of Federal funds:	None		
	Does this project receive Fe	deral funds?	☐ Yes	⊠ No

BoBS 9073 (Rev. 02/05/2015)

Name of Project:	State Routes Maintenance Ag	reement
CFDA Number*, Fed	eral Agency, Program Title:	NA
*For CFDA (Catalog of Agreement.	f Federal Domestic Assistance)	Number, refer to original Federal Award/Grant

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CITY OF PEORIA

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\$2,355.25	16'S	492	2012	2825	11300	18.0	1004	V	15.	Hamilton	165' NE of Spalding	N. Jefferson		
\$10,058,018	16.3	219	2013	2820	11200	76.2	1835	2 013	74	165' NE of Spalding	smebA .N	noznellet .M	81	[
81.200,512	16.3	869	2013	0967	19800	89.6	4858	4 10 4	181	N. Jellerson	Beacon	yew S amebA . M	τι	ILL 29
9£.871 \$	16.3	£09	2013	3020	3090	90.0	345	1 01 2	15,	Lincoln	Howelt	Griswald	.8.W	
\$4,306.26	16.3	295	2013	4037	4037	1.32	9/69	1 012	15.	Griswald	Jefferson	Howell I way	.B.W	111
\$556.94	16.8	049	2013	0004	0007	90.0	350	1 013	15,	Howell (relocated)	MacArthur	Jefferson 1 way	.B.W	
92.561\$	16.8	924	2013	0044	0044	60.0	566	1 013	15,	MacArthur	Lincoln	yew f emebA	E.B.	
68.886,33	16.3	79 9	2013	0017	0044	1.38	2627	1 01 2	15.	smsbA	Griswald	Lincoln 1 way	.8.3	
\$68.26	16.8	39 L	2011			20.0	198	บุรกมู	16V	Griswald	Dr. M.L. King Jr. Dr.	Lincoln	beM	
66'261'Z\$	16.5	483	2013	5650	2020	77.0	2040	2 10 2	50.	Griswald	Dr. M.L. King Jr. Dr.	Lincoln	1	
16.198,12	16.8	709	2013	2820	14100	63.0	222	2 012	15.	Dr. M.L. King Jr. Dr.	Laramie	Lincoln		ורר 116
78.85/2	16.3	797	2012	386	1000	82.0	370	7	15.	SPALDING Ave	FAYETTE Street	.evA NOZIDAM	T	
24.7832	16.5	392	2012	1300	4520	82.0	948	Þ	15.	SPALDING Ave	FAYETTE Street	MONROE St.		
10.517,12	16.8	229	2012	3233	10600	35.0	.996	ε	15.	145' N.E. of BRYAN St.	FAYETTE Street	JS SMAGA		J
76.703\$	16.8	909	2012	3100	8400	71.0	300.	ε	15.	FAYETTE SI.	116'E, OF HAMILTON SC.	JS SMADA		
\$243.61	16.8	897	2012	5352	9300	60.0	116.	b	15,	116'E. OF HAMILTON	HAMILTON St	JS SMAGA	<u> </u>	
\$1,250.85	16.3	SIP	2013	1900	9419	19.0	.706	3	15.	SPALDING Ave	HAMILTON St	PERRY St.		
40.8118	16.5	167	2014	2813	2813	40.0	.217.		'-'		HAMILTON St		NAUT TA	
62'069\$	16.3	392	2013	1400	0099	0.32	450	b	15.	NIAM	HAMILTON St		1	
98.117\$	189	392	2014	1400	6788	66.0	430	b	15,	HAMILTON BIVE.	FAYETTE Street	CLENDALE Ave.		
70 7724	яотоля Г	FA. MI.	золись			MILES	IN FEET	CVNES	HTCKW	OT	FROM	STREET NAME	SECTION	∃TUOЯ
	.LuA	ЯЗЧ ЭТАЯ		3WA ATUA	TaA	ГУИЕ	ГЕМОТН	ON			A CALL AND	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF		
	L		I	4						014.1703.430	TNIAM JAPIDINUM - T33H& NOITATUPN	100 (AINO34 10 1 H3		

CITY OF PEORIA

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